

<u>Facilities for Grantee and Public Access Use</u>	<u>Quantity</u>	<u>Total Costs</u>
Local Origination Studio	1	\$102,529
Playback Center	1	22,204
Editing Center	1	22,490
Equipment Interface Pool:*		
- 19" color television set	100	
- Bretford carts	100	
- Modulators and demodulators	15	
- Stereo processors for WBFH	1	
- Character generators with remote keyboards	3	
TOTAL		\$111,998
Mobile Production Van*		<u>78,364</u>
		\$337,585

<u>Facilities Exclusively for Public and Access Use</u>	<u>Quantity</u>	<u>Total Cost</u>
Access Mini-Studio Facility	1	\$ 44,997
Porta-Pak Equipment Packages	10	24,846
Suitcase Studio Equipment Package	1	26,499
Municipal Communications Command Centers	2	9,965
Library Equipment	Set	<u>27,700</u>
		\$134,007

* Priority use: Grantor and Access users shall have first priority on all use of the listed equipment.

Grantee shall provide, at a minimum, Four Hundred Thousand Dollars (\$400,000) in Year 7 and Six Hundred Fifty Thousand Dollars (\$650,000) in Year 12 of this franchise to replace worn out and/or obsolete equipment.

The monies set forth in this section as facilities exclusively for public and access use have been allocated pursuant to the proposals set forth in Grantee's franchise application. Grantor reserves the right to reallocate all such monies [estimated cost of One Hundred Thirty Four Thousand Seven Dollars (\$134,007)] in any manner or among any facility, user or service as it, in its sole determination, chooses. Grantor agrees to notify Grantee, within ninety (90) days of execution of this Agreement, of the manner in which it wishes to reallocate said monies. Grantor may request a reasonable extension of the time in which it must notify Grantee of such reallocation, which extension shall not be unreasonably withheld. Grantor acknowledges that Grantee shall retain title to all such equipment.

5.6 Cablecasting Studio Location. Grantor shall have the option to require Grantee to negotiate the location of Grantee's cablecasting studio facilities at a suitable site which may be publicly owned, at a purchase or lease cost competitive with commercial rates.

5.7 Interconnection. Upon Grantor request, Grantee shall negotiate in good faith to interconnect the cable television system with neighboring cable systems in the future in accordance with Article IV, Section 17 of Ordinance 184. Within six (6) months of a Grantor request, Grantee shall report

6. SERVICES AND PROGRAMMING

6.1 Initial Services and Programming. Grantee shall provide, as a minimum, the initial services and programming listed in this section and in the tier format as shown in Exhibit C. If any listed service shall become unavailable, or cannot be provided for valid reasons, Grantee shall provide available substitute programming considered at least as attractive to cable system subscribers. Grantee shall not reduce the number of program services without prior written notification to and approval by Grantor. Grantor's approval shall not be unreasonably withheld and its written decision shall be given to Grantee within thirty (30) days from receipt of its notification. Grantee may add new services at any time, subject to Grantor approval of any new rates or rate increase necessitated by the added services. Grantee may combine programming into composite channels to improve efficiency of channel utilization or to attract a larger viewing audience.

6.2 Basic Subscriber Television Services. Grantee shall provide Basic Subscriber Television Services in four (4) price tiers. Tier 4 service is a completely separate package of services from those provided in Tiers 1, 2 and 3. Tier 3 services includes all Tier 1 and 2 services plus the capability for two-way interactive services; Tier 2 service includes all Tier 1 services plus additional video services (see Exhibit C). Tier 3 service shall include, as a minimum, all of the following:

(1) Carriage of eleven (11) Detroit area television broadcast stations:

WJBK -- Channel 2	Detroit
WDIV -- Channel 4	Detroit
WXYZ -- Channel 7	Detroit
CBET -- Channel 9	Windsor, Canada
WXON -- Channel 20	Detroit
WDHO -- Channel 24	Toledo, Ohio
WFUM -- Channel 28	Flint
WGTE -- Channel 30	Toledo, Ohio
WKBD -- Channel 50	Detroit
WTVS -- Channel 56	Detroit
WGPR -- Channel 62	Detroit

(2) Full carriage of three (3) distant television broadcast stations:

WGN -- Channel 9	Chicago, Illinois
*WOR -- Channel 9	New York, New York
WTBS -- Channel 17	Atlanta, Georgia

(3) Carriage of twenty-four (24) video programming services distributed by communications satellite:

ACSN: The Learning Channel/CBN Cable Network
Cable Health Network (CHN)
Cable News Network (CNN)
Cable Satellite Public Affairs Network (C-SPAN)
Entertainment and Sports Programming Network (ESPN)
Financial News Network (FNN)
MSN: The Information Channel/Daytime/Black
Entertainment Television (BET)
Music Television (MTV)

* Subject to the election set forth in Section 8.9 of this Agreement.

*National Jewish Television (NJT)
Nickelodeon/Alpha Repertory Television
Service (ARTS)
*PTL: The Inspirational Network
Satellite News Channel (SNC) or TBS News Services
Satellite Program Network (SPN) (includes Telefrance)
The Nashville Network (TNN)
The Silent Network (when available)
The Weather Channel Network (TBN)
*Trinity Broadcasting Network (TBN)
USA Network
UTV Cable Network (when available)
*Composite Channel

(4) Carriage of nine (9) alphanumeric programming
services:

AP-UPI National and State News
Bulletin Board
Consumer Comparisons and Shopping Guide
Detroit Free Press Electronic News
Detroit Free Press Electronic News (Year 2)
Electronic Program Guide
Local Origination Program Guide
Stock Exchange Information
Time and Weather

(5) Carriage of one (1) local and community video
programming service including but not limited to, the following:

Bloomfield/Bloomfield Hills Local Origination

(6) Carriage of twelve (12) channels reserved
for local and community programming and usage. Grantee may
request the temporary use of any or all of these channels (which
request may not be unreasonably delayed or denied) for a period
of time to be specifically determined by the Grantor.

6.3 Pay Television. In addition to the Basic
Subscriber Television Services, Grantee shall offer the
following optional pay-television services or equivalent

programming of the same general class to the extent it is available:

ABC/Getty/ESPN Sports Network (when available)
Bravo
Cinemax
Don King Sports and Entertainment Network
(when available)
Home Box Office
Home Theater Network Plus
Pay-per-View
Showtime
Sportsvision (when available)
The Disney Channel
The Movie Channel
USA II (when available)

6.4 Leased Channel Service. Grantee shall offer leased channel service at nondiscriminatory rates and on reasonable terms and conditions subject to approval of Grantor. Grantee shall not use its position as a cable television system operator to refuse leased channel service to any applicant who may wish to offer a nonentertainment service competitive with services offered by Grantee. Grantee shall dedicate, at a minimum, five percent (5%) of the cable system's Residential network downstream capacity [three (3) channels], one (1) upstream channel of the Residential Network, and ten percent (10%) of the Institutional Network channel capacity [six (6) bi-directional channels] for leased access use throughout the life of the franchise. Should system capability be expanded in the future, additional channels shall be dedicated for leased access to total the percentages indicated above. Grantee may utilize leased channels for other purposes, when not being leased by others, but shall give priority to leasing in the event of conflict.

7. SUPPORT FOR LOCAL CABLE USAGE

7.1 Public Cable Usage Management. It is Grantor's intent to delegate to an independent non-profit entity, such as a Commission or Board, the authority to receive and allocate support funds and other considerations provided by the Grantee and/or others, designed to promote and develop public-benefit usage of the cable system. However, Grantor acknowledges that Grantee's application describes three distinct proposals for the placement of the Public Access responsibility and Grantor, therefore, agrees to provide the Grantee the opportunity to submit its proposal for the management responsibility of the public benefit usage of the cable system.

7.2 The Commission or Board may be established jointly with neighboring jurisdictions, at Grantor's sole option.

7.3 Grantee Support for Public Cable System Usage. Grantee shall provide the following or equivalent support for public cable usage for the Township of Bloomfield and the City of Bloomfield Hills as a minimum:

(a) Provision of the equipment and facilities designated in Section 5.5 of this Agreement as for public use.

(b) Reasonable and nondiscriminatory use of Grantee's local origination facilities, when available, by local non-profit tax-exempt organizations at no charge in accordance with the Public Access Rules.

(c) Provision for local origination staff of one full time local origination program manager and three interns on a shared basis (Fifty percent (50%), availability for public access), provision for the institutional network of one full time director of institutional services and one-part time institutional technician and provision for institutional network and expenses.

(d) Assist the Public Access staff in conducting free video training workshops scheduled by the Public Access staff to train community access users in cablecasting techniques and equipment.

(e) Conducting an advertising and promotional campaign to familiarize residents of the City with the cable system's access facilities which may be in the form of alphanumeric promotions carried on public access channels.

(f) Provision of one percent (1%) of annual gross revenues to the Cable Usage Corporation or public benefit manager, as the case may be annually for the life of the franchise.

(g) Provision for Institutional Network fund for marketing and development of Five Thousand Dollars (\$5,000) the first year and Ten Thousand Dollars (\$10,000) each year thereafter.

(h) Grantee shall perform maintenance and repair necessary on account of normal wear and tear of any equipment and facilities provided for public usage at no charge. Grantee shall make provision for adequate consumable supplies and

maintenance parts for equipment and programs related to community and access programs. All supplies and parts so utilized other than for normal wear and tear shall be furnished "at cost".

(i) Dedication of twenty percent (20%) of the cable system's Residential Network channel capacity [twelve (12) downstream channels and one (1) upstream channel] and fifty percent (50%) of the cable system's Institutional Network channel capacity [sixteen (16) bidirectional channels] for public use throughout the life of the franchise. Should system capability be expanded in the future, additional channels shall be dedicated for public use to total the percentages indicated above.

(j) Provision of the following pool of equipment:

(1) Fifty (50) Jerrold DRZ addressable terminals with two-way Starview modules, valued at Eight Thousand Two Hundred Fifty Dollars (\$8,250).

(2) Twenty-five (25) fully interactive Communicom terminals, valued at Five Thousand Two Hundred Fifty Dollars (\$5,250).

(3) Ten (10) Scientific Atlanta 6350 television modulators, valued at Fifteen Thousand Dollars (\$15,000).

(4) One (1) stand-alone emergency alerting terminal for each public building and for all public and private educational institutions, valued at One Thousand Five Hundred Dollars (\$1,500).

(5) Five (5) Catel FMX/SM-2000 FM audio encoders and modulators, valued at Four Thousand Five Hundred Dollars (\$4,500).

(6) Five (5) CompuVid JR character generators, valued at Ten Thousand Dollars (\$10,000).

Grantee shall provide no less than Fifty Thousand Dollars (\$50,000) total in Year 9 and 10 for upgrading and replacement of the equipment listed in (l) - (6) above.

(k) Provision of a pool of decoders for use by the hearing and visually impaired valued at Fifteen Thousand Three Hundred Dollars (\$15,300).

(l) Provision of a Seventy Five Thousand Dollar (\$75,000) annual grant, for the life of the franchise to provide personnel support for community programming and to develop additional funds and resources.

(m) Provision of a Twenty Thousand Dollar (\$20,000) grant in each of Years 1 and 2 for additional training of professionals from the Michigan Association of Local Cable Programmers and for the conducting of free video training workshops in years 1 and 2 to train community access users in cable-casting techniques and equipment.

(n) All monies committed by Grantee in this Section, including the cost of any commitments not specifically converted into dollar amounts, may be reallocated by the public usage management entity, which shall notify Grantee, within ninety (90) days of execution of this Agreement, of the manner in which it wishes to reallocate said monies. Said entity may request a reasonable extension of the time in which to notify Grantee of such reallocations; which extension shall not be unreasonably withheld.

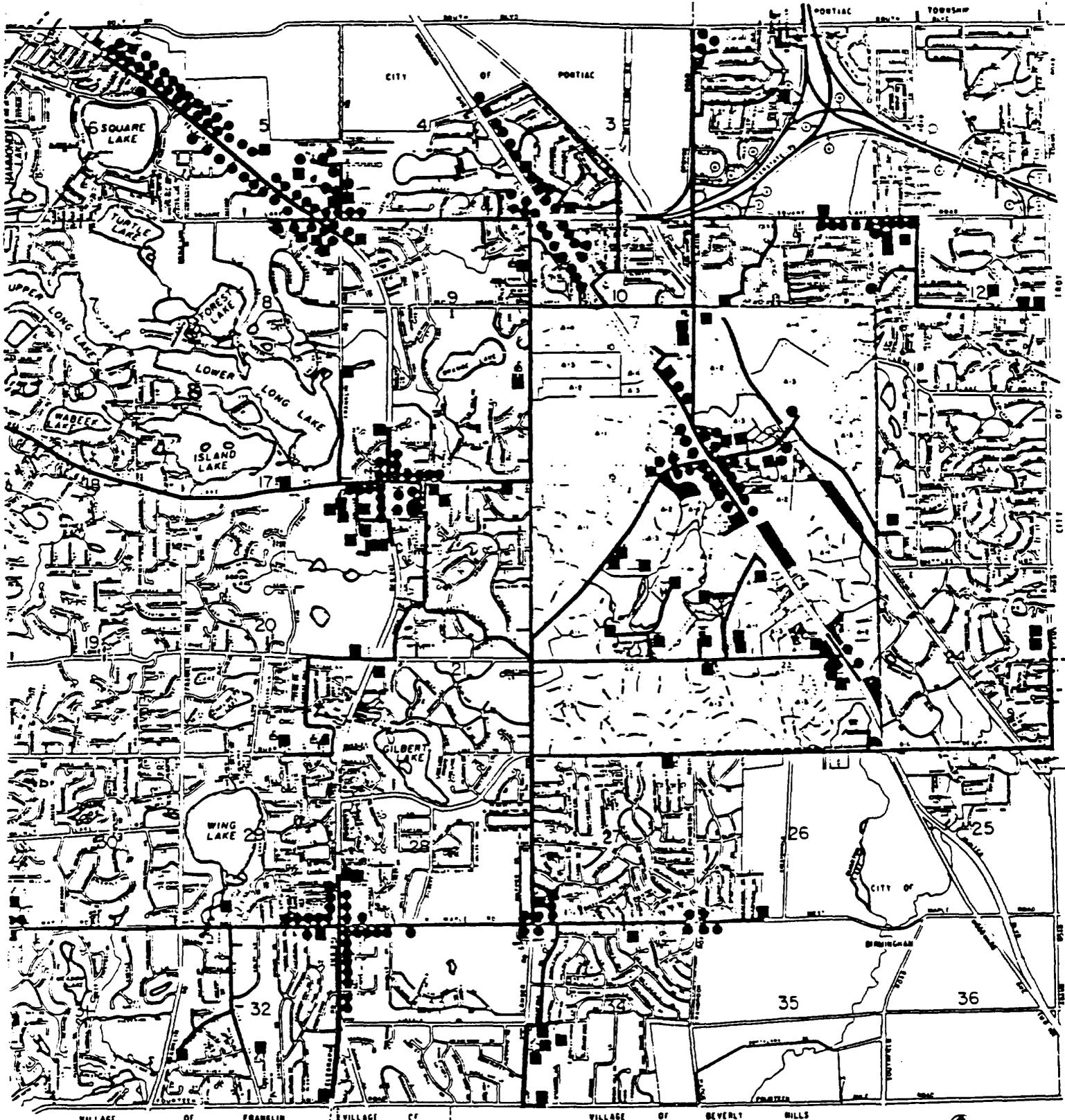
(o) All considerations specified in subsections 7.3(a) through 7.3(m) above shall be separate and distinct from commitments and considerations which Grantee has made or will make to other franchising jurisdictions including but not limited to the Cities of Birmingham, Beverly Hills, Franklin and Bingham Farms.

A G R E E M E N T

AN AGREEMENT GRANTING A NON-EXCLUSIVE
FRANCHISE TO BOOTH COMMUNICATIONS OF
BLOOMFIELD TO OPERATE A CABLE TELEVISION
SYSTEM IN THE CITY OF BLOOMFIELD HILLS
AND SETTING FORTH CONDITIONS ACCOMPANYING
THE GRANTING OF THE FRANCHISE.

EXHIBIT B

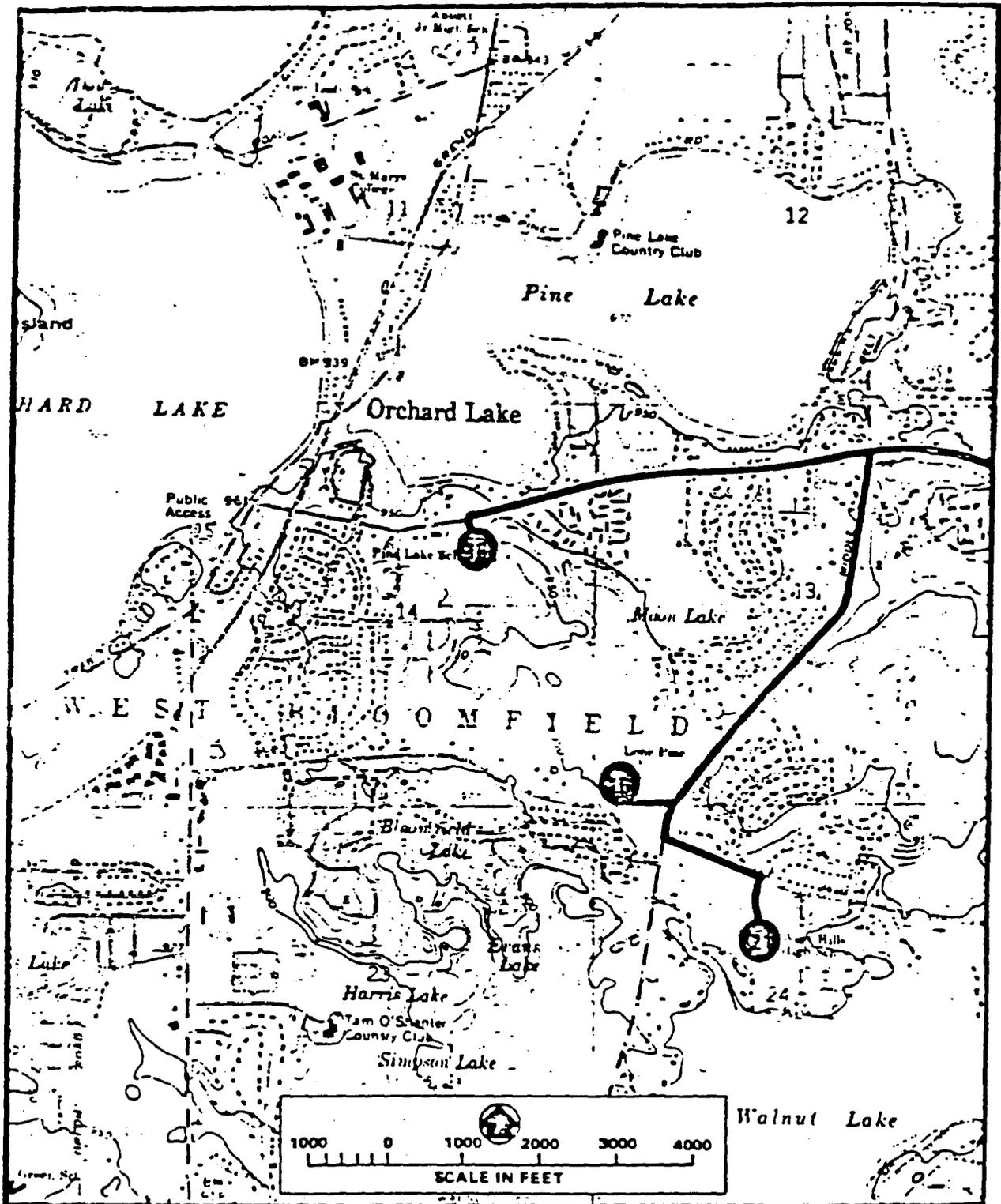
1. A map indicating the path of the institutional network is attached. The institutional network will be constructed, activated and cable service will be available to all institutions within 21 months of the effective date of the Franchise.
2. A list of initial institutions to be connected is attached (initial institutions).
3. Grantee's policy on providing more than one drop to a public agency: Additional drop lines not indicated on the list of initial institutions or on the internal wiring list will be based on cost of time and materials.
4. Grantee's policy on providing internal cabling and terminal equipment; free dual outlets and necessary internal wiring will be provided at no cost to the schools and municipal and government units in accordance with list attached (internal wiring).
5. Grantee's policy on allocating institutional network channel capacity: This policy will be negotiated by Grantee and the cable usage corporation or public benefit manager, as the case may be.
6. Grantee's proposed institutional network rates for services - see attached schedules (Rates and Charges - Institutional Service).
7. Grantee's policy on providing access to the institutional network. This policy will be negotiated by the Grantee and the cable usage corporation or public benefit manager, as the case may be, or may be a part of the Public Access Rules.



- HEADEND
- TENTATIVE SYSTEM ROUTE (FULLY EXTENDED)
- PUBLIC AGENCY LOCATION
- BUSINESS/PRIVATE AGENCY LOCATION



INSTITUTIONAL SYSTEM



NOTE: Booth will extend institutional network service to Lone Pine Elementary, Pine Lake Elementary and West Hills Junior High Schools in West Bloomfield—if permission to install cable can be obtained from the local authorities.

INSTITUTIONAL EXTENSION

Initial Institutions



MUNICIPAL

- 1 - Bloomfield Hills City Offices
45 E. Long Lake Rd.
Bloomfield Hills, Michigan
(Fire Department)
(Police Department)
- 2 - Bloomfield Township Offices
4200 Telegraph
Bloomfield, Michigan
- 3 - Bloomfield Township Fire Department
4200 Telegraph Rd.
Bloomfield, Michigan
A. Maple/Telegraph
B. Westview @ Adams
C. Franklin @ Square Lake
D. Bloomfield Village Fire Station
E. 4200 Andover
- 4 - Bloomfield Township Police Department
4200 Telegraph Rd.
Bloomfield, Michigan
- 5 - Bloomfield Township School Administrative Offices
4175 Andover Road
Bloomfield, Michigan
A. Maintenance
B. WBFH
C. Staff Development Psychological Services
Library Services
D. Recreation Department
E. Central Office - 4175 Andover Road
- 7 - Bloomfield Township Public Library
1099 Lone Pine Rd.
Bloomfield, Michigan
- 8 - Bloomfield Hills 48th District Court
2709 S. Telegraph Rd.
Bloomfield Hills, Michigan

Public Schools

- 9 - Hickory Grove Elementary
2800 Lahser
Bloomfield Hills, Michigan
- 10 - Fox Hills Elementary
1661 Hunter Ridge Drive
Bloomfield Hills, Michigan

- 11 - Way Elementary
756 W. Long Lake
Bloomfield Hills, Michigan
- 12 - Wing Lake Developmental Center
6490 Wing Lake Rd.
Birmingham, Michigan
- 13 - Booth Elementary
7273 Wing Lake Rd.
Birmingham, Michigan
- 14 - Vaughan Elementary
1060 Vaughan
Bloomfield Hills, Michigan
- 15 - Traub Elementary
1020 E. Square Lake Rd.
Bloomfield, Michigan
- 16 - Lone Pine Elementary
3100 Lone Pine Rd.
Orchard Lake, Michigan
- 17 - Conant Elementary
4100 Quarton
Bloomfield, Michigan
- 18 - Pine Lake Elementary
3333 W. Long Lake Rd.
Orchard Lake, Michigan
- 19 - Eastover Elementary
1101 Westview Rd.
Bloomfield Hills, Michigan
- 20 - East Hills Junior High
2800 Kensington
Bloomfield Hills, Michigan
- 21 - West Hills Junior High
2601 Lone Pine
Orchard Lake, Michigan
- 22 - Bloomfield Hills Junior High
4200 Quarton Rd.
Bloomfield, Michigan
- 23 - Bloomfield Farm School
1219 E. Square Lake
Bloomfield, Michigan

- 23A - Nature Center
3325 Franklin Rd.
Bloomfield Hills, Michigan
- 6 - Bloomfield Hills Andover High School
4175 Andover
Bloomfield Hills, Michigan
- 24 - Bloomfield Hills Lahser High
3456 Lahser
Bloomfield Hills, Michigan

Private Schools

- 25 - Cranbrook Educational Community
380 Lone Pine Rd.
Bloomfield Hills, Michigan
 - A. Cranbrook Institute of Science
 - B. Cranbrook Academy of Art
 - C. Brookside Elementary
 - D. Kingswood School
 - E. Cranbrook Academy
 - F. Cranbrook House
 - G. Audio Visual
- 26 - Roeper City & Country
2190 N. Woodward
Bloomfield Hills, Michigan
- 27 - St. Hugo of the Hills
380 E. Hickory Grove
Box 349
Bloomfield Hills, Michigan
- 28 - Academy of the Sacred Heart
1250 Kensington
Box 813
Bloomfield Hills, Michigan
- 29. Bloomfield University School
3003 West Maple
Bloomfield Township, Michigan
- 30 - Detroit Country Day School (Lower School)
3600 Bradway Blvd.
Birmingham, Michigan
- 31 - Will-O-Way Apprentice Theater
775 W. Long Lake
Bloomfield, Michigan
- 32 - Marian High School
7225 Lahser
Birmingham, Michigan

- 33 - Brother Rice High
7101 Lahser
Birmingham, Michigan
- 34 - St. Regis School
3691 Lincoln
Birmingham, Michigan
- 35 - Kensington Academy
1020 E. Square Lake Rd.
Bloomfield Hills, Michigan

Churches

- 36 - St. Andrew Lutheran
6255 Telegraph
Birmingham, Michigan
- 37 - Society of Friends
550 Cranbrook
Bloomfield Hills, Michigan
- 38 - Temple Beth El
7400 Telegraph
Birmingham, Michigan
- 39 - St. Paul United Methodist
165 E. Square Lake Rd.
Bloomfield Hills, Michigan
- 40 - Kirk in the Hills
1340 W. Long Lake Rd.
Bloomfield Hills, Michigan
- 41 - Birmingham Unitarian Church, Tim Ro Childrens Center
651 Woodward
Bloomfield Hills, Michigan
- 42 - Congregational Church of Birmingham, United Church of Christ
1000 Cranbrook Rd.
Bloomfield Hills, Michigan
- 43 - Christ Church Cranbrook
470 Church Rd.
Bloomfield Hills, Michigan
- 44 - Nativity Episcopal
21220 W. 14 Mile
Birmingham, Michigan

- 45 - St. George Greek Orthodox
1515 Woodward Ave.
Bloomfield Hills, Michigan
- 46 - Beautiful Savior Lutheran Church
5631 N. Adams
Bloomfield Hills, Michigan
- 47 - Cross of Christ Lutheran Church
1100 Lone Pine Rd.
Bloomfield Hills, Michigan
- 49 - Bloomfield Hills Baptist Church
3600 Telegraph
Bloomfield Hills, Michigan
- 50 - St. Hugo of the Hills
2215 Opdyke Rd.
Box 349
Bloomfield Hills, Michigan
- 51 - St. Regis
3695 Lincoln
Birmingham, Michigan
- 52 - First Church of Christ, Scientist
P.O. Box 548
Franklin, Michigan
- 53 - Church of Jesus Christ of Latter Day Saints
425 N. Woodward
Bloomfield Hills, Michigan
- 54 - Pilgrim Congregational Church
3061 N. Adams Rd.
Bloomfield Hills, Michigan
- 55 - St. Owen
6869 Franklin
Birmingham, Michigan
- 56 - Bloomfield Community Church
Miracle Mile Shopping Center
Bloomfield Hills, Michigan

Community Services

- 57 - St. Elizabeth Briarbank
1315 N. Woodward
Bloomfield Hills, Michigan

- 58 - Villa Francesca
565 W. Long Lake
Bloomfield Hills, Michigan
- 59 - Traffic Improvement Association
2510 S. Telegraph
Bloomfield Hills, Michigan
- 60 - Planned Parenthood (Skillman)
2275 S. Telegraph
Bloomfield Hills, Michigan
- 61 - Committee for Children's Television
6255 Telegraph
Bloomfield, Michigan
- 62 - Bloomfield Senior Citizens
C/O Mature Minglers
1020 Square Lake
Bloomfield Hills, Michigan
- 63 - Bloomfield Youth Guidance
4100 Quarton
Bloomfield, Michigan
- 64 - American Red Cross
2388 Franklin
Bloomfield Hills, Michigan
- 65 - Oakland County Dental Society (at cost)
2550 Telegraph Suite 102
Bloomfield Hills, Michigan
- 56 - Square Lake Counseling Center (at cost)
2550 Telegraph Suite 106
Bloomfield Hills, Michigan
- 67 - Birmingham-Bloomfield Board of Realtors (at cost)
4145 Dublin Dr.
Bloomfield Hills, Michigan

Birmingham School District

- 68 - Harlan Elementary
3595 N. Adams Rd.
Bloomfield Hills, Michigan
- 69 - Covington Junior High
1525 Covington Rd.
Birmingham, Michigan

- 70 - West Maple Junior High
6275 Inkster Road
Birmingham, Michigan
- 71 - Meadowlake Elementary
7100 Lindenmere Drive
Birmingham, Michigan
-
- 74 - George A. Bee Administrative Center of OCC
2480 Updyke Road
Bloomfield Hills, Michigan
- 75 - Recording for the Blind, Inc.
2480 Updyke Road
Bloomfield Hills, Michigan
- 76 - Will-O-Way Apprentice Theatre

INTERNAL WIRING

1. Free dual drops (institutional and residential) to the educational institutes and provision of the internal wiring and outlets they have requested:
 - Bloomfield Hills Schools - 650 outlets, 24 drops;
 - Birmingham Schools - 4 drops;
 - Cranbrook Educational Community - 165 outlets, 7 drops;
 - Private School Consortium - 238 outlets, 10 drops;
 - Bloomfield Library - 10 outlets, 1 drop;
 - Will-O-Way Apprentice Theatre - 2 outlets, 1 drop;
 - Bee Administrative Center of OCC - 4 outlets, 1 drop;

For a total of 1069 outlets, 48 drops.

2. Free dual drop and wiring to the three Bloomfield Hills District Schools located in West Bloomfield at an additional total cost of \$10,000 for each school for a total of \$30,000 (included above).

3. Free dual drops to the municipal and other governmental units with the necessary wiring and outlets:
 - Bloomfield Township - 10 outlets, 7 drops
 - Bloomfield Hills - 5 outlets, 1 drop
 - Bloomfield Village Fire Hall - 1 drop
 - 48th District Court - 1 drop

(4) Public Subscriber Network, by April, 1983, or as soon as it becomes available thereafter.

(5) Cinamerica, within twelve (12) months from the effective date of the franchise or as soon as it becomes available thereafter.

(6) Channel 38, Mt. Clemens, within twelve (12) months from the effective date of the franchise or as soon as it becomes available.

(c) Additional Services shall be made available in accordance with the terms and procedures in Title II, Chapter 20 of the Birmingham City Code relating to Additional Services.

Section 17. TWO-WAY SERVICES AND ACTIVATION

(a) Traffic Control System

Upon the request of the City Commission, Oakland County, or the Oakland County Road Commission, the City may, by resolution, direct the Franchisee to explore the feasibility of implementing a traffic control system utilizing cable communications technology. Upon the direction of the City Commission, the Franchisee shall, in cooperation with Oakland County or the Oakland County Road Commission, assist in developing a traffic control system utilizing cable communications technology in the franchise area alone, or as part of a larger system encompassing additional areas of Oakland County.

(b) Remote Utility Meter Reading

Upon the direction by resolution of the City Commission, the Franchisee shall explore with the

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