

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 002-023

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS
PROVIDING CONDITIONAL APPROVAL OF CONSENT
TO CHANGE OF CONTROL OF THE CABLE SYSTEM
FRANCHISE; PROVIDING A SEVERABILITY CLAUSE;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, TCI TKR of the Metroplex, Inc. (hereinafter referred to as "Franchisee") is currently a franchisee for cable services in the Town of Addison, Texas (the "City") pursuant to Ordinance No. 099-011 of the City (the "Franchise"); and

WHEREAS, Franchisee is an indirect subsidiary of AT&T Corporation ("AT&T"), and AT&T has proposed a change of control of Franchisee from AT&T to AT&T Comcast Corporation ("AT&T Comcast"); and

WHEREAS, Franchisee, AT&T, and AT&T Comcast have requested the City's consent to the change in control in accordance with Section 28 of the Franchise and have filed an FCC Form 394 with the City requesting such consent; and

WHEREAS, the City has retained the services of C2 Consulting Services to review the FCC Form 394, with respect to the legal, financial, and technical capacity of AT&T Comcast to control Franchisee, and Franchisee's related ability to continue to adhere to the requirements and conditions of the Franchise; and

WHEREAS, the City is willing to consent to the proposed change of control as detailed in the FCC Form 394, pursuant to the conditions set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The above and foregoing premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AT&T Comcast agrees that Franchisee will abide by the lawful and applicable terms of the Franchise and its amendments, and all other ordinances of the Town of Addison, Texas.

SECTION 3. Franchisee agrees that it will provide service pursuant to the lawful and applicable requirements of the Franchise and its amendments after the closing of the AT&T Comcast merger.

SECTION 4. Subject to Franchisee's compliance with the provisions contained herein, the Town of Addison accepts the change of control of the Franchisee to AT&T Comcast. Such acceptance does not preclude further investigation by the Town of Addison of any existing or potential franchise violations, including those occurring prior to the change of control. Franchisee agrees that with respect to any violation or non-compliance issues that are not extinguished prior to change of control, the Town of Addison will have all rights to continue investigation of such matters following the close of the merger under the terms set forth in the franchise agreements. Although AT&T provided almost all of the answers in connection with the FCC Form 394, the Town of Addison disagrees with AT&T's position that the requests for information are outside the appropriate scope of review for the change of control.

SECTION 5. Any act which has the effect of circumventing payment of any lawfully required ordinance fees and/or evasion of payment of ordinance fees by non-collection or non-reporting of gross receipts, bartering, or any other means which evade the actual collection of revenues for business authorized by the Franchise are prohibited. Pursuant to the Texas Constitution, the City is prohibited from granting anything of value without compensation. The City has the right to audit all records relating to the calculation of the franchise fee.

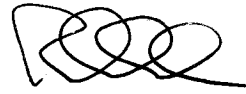
SECTION 6. By granting this change of control, the City does not waive and specifically retains any right to regulate and receive compensation as allowed by law for all Cable Services offered over the Cable System. Upon request and if the City is lawfully allowed to make such a request, Franchisee shall inform the City of any uses of the Cable System by persons who are not Cable Operators.

SECTION 7. Within thirty (30) days from the effective date of this Ordinance, Franchisee shall hereby accept this Ordinance and agrees to be bound by all of its terms, conditions, and provisions, subject to applicable law by signing below. If Franchisee does not provide such agreement, this consent shall be voidable at the City's discretion, in which case the change in control shall be deemed denied (which denial shall thereafter survive).

SECTION 8. The terms and provisions of this Ordinance are severable, and if any section, paragraph, subdivision, clause, phrase, provision or word of this Ordinance shall be declared by a final court of competent jurisdiction to be invalid or unconstitutional, such declaration shall not affect the remainder of this Ordinance.

SECTION 9. This Ordinance shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 25TH day of June, 2002.



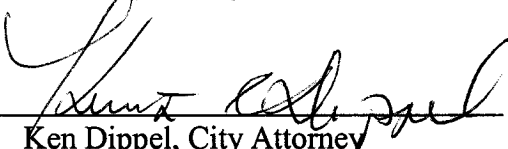
R. Scott Wheeler, Mayor

ATTEST:

By: 

Carmen Moran, City Secretary

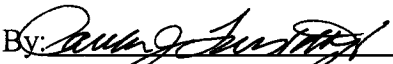
APPROVED AS TO FORM:

By: 

Ken Dippel, City Attorney

ACCEPTED AND AGREED TO:

TCI CABLEVISION OF DALLAS, INC.

By: 

Typed/printed Name: Paula J. Truszkowski
Title: Senior Vice President

Dated this 3rd day of July, 2002.