

CLARK COUNTY
TELECOMMUNICATIONS UTILITY SYSTEM
FRANCHISE AGREEMENT
GRANTED TO
tw telecom of nevada llc

THIS FRANCHISE is granted this 2nd day of June, 2009, by Clark County, Nevada, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners which is its governing body (hereinafter called "County"), to tw telecom of nevada llc thereafter called "Franchisee"), authorized by the Public Utilities Commission of Nevada to do business in the State of Nevada.

WITNESSETH:

WHEREAS, the Franchisee, a limited-liability company organized and existing under and by virtue of the laws of the State of Delaware, and duly qualified to transact business within the State of Nevada, is engaged in the business of operating a telecommunications utility system to provide subscription service, as defined by Clark County Code;

WHEREAS, the County is authorized pursuant to Nevada Revised Statutes Chapter 709, to grant a franchise to install, maintain and operate a telecommunications utility system and all necessary or proper appliances used in connection therewith or appurtenant thereto in certain portions of the unincorporated area of Clark County, Nevada, as defined by Clark County Code, which requires the use of County's rights-of-way; and

WHEREAS, the Franchisee hereby attests that the information submitted in the Franchisee's application to the County to obtain this Telecommunications Utility System Franchise, attached hereto as Exhibit A and made a part hereof, is true and correct.

NOW, THEREFORE, in consideration of the premises and of the performance by the Franchisee of the requirements hereinafter set forth, and subject to the following terms and conditions, the County hereby grants to the Franchisee this Telecommunications Utility System Franchise.

TERMS AND CONDITIONS:

1. DEFINITIONS

Definitions of terms in this Franchise Agreement shall be the same as those definitions listed in Clark County Code Chapter 5.01, as amended from time to time.

2. FRANCHISE AGREEMENT DURATION, CONDITIONS, EXTENSION

- A. This Franchise shall be non-exclusive and shall be in force and effect from the date first written above until the 2nd day of June, 2019.
- B. All provisions of Titles 5, 6 and 30 of the Clark County Code, as amended from time to time, and all provisions of this Franchise Agreement shall be binding upon the Franchisee, its successors or assignees. In the event of any conflict between any provisions in Titles 5, 6 or 30 of the Clark County Code, as amended from time to time, and any provisions of this Franchise Agreement, the Code provision shall control.
- C. The Franchisee shall not permit use by other persons of its facilities located in the County rights-of-way, including but not limited to the use by other persons who are required to obtain a business license, Franchise or Rights-of-Way License Agreement from the County for such use, unless and until the other persons obtain such licenses or franchises. The Franchisee shall not permit another person to install its own facilities in, on, under, along or above the Franchisee's facilities.
- D. The Franchisee is hereby granted, during the term of this Agreement, a Franchise to install, operate and maintain its facilities in rights-of-way in unincorporated Clark County, as identified in the map attached hereto, labeled Exhibit B and made a part hereof, and pursuant to Clark County Code Titles 5, 6 and 30. On the effective date of this Franchise Agreement, the Franchisee shall provide the County with a written description of the locations of facilities the Franchisee will install in County rights-of-way during the first year of this Franchise Agreement of which it is aware.
- E. The Franchisee may expand this Franchise Agreement to install, operate and maintain its facilities in the County's rights-of-way beyond the original geographic area identified in this Agreement only by obtaining approval of an amended Franchise Agreement from the County. The County Commission may grant, with or without conditions, or deny such amendment in its sole discretion.

In the event that an amendment to this Franchise Agreement is approved by the County Commission, such amendment shall be subject to all the terms and conditions of the Franchise Agreement and the terms and conditions of any amended agreement, and Titles 5, 6 and 30 of the Clark County Code, as amended from time to time.

- F. This Franchise Agreement may be extended beyond its original expiration date by the Franchisee under the terms and conditions of Clark County Code Chapter 5.01, and as amended from time to time. Failure to extend this Franchise Agreement shall automatically terminate this Agreement on its expiration date.
- G. This Franchise Agreement does not grant the Franchisee permission to offer subscription Video Services in County, unless and until the Franchisee has applied for and is granted a separate Certificate of Authority granted by the Nevada Secretary of State in accordance with Clark County Code Titles 5, 6 and Nevada Revised Statutes Chapter 711 authorizing the Franchisee to provide video services within unincorporated areas of Clark County.
- H. The Franchisee acknowledges that this Franchise Agreement is for installation of facilities in County rights-of-way only, and that installation in, on, under, along or above other County property may be permitted only through separate agreement and payment of rental fees.
- I. The Franchisee is responsible for the maintenance and upkeep of any of the Franchisee's above surface facilities located immediately adjacent to the rights-of-way granted by this Agreement.

3. FRANCHISEE'S WORK IN COUNTY RIGHTS-OF-WAY

The Franchisee shall, in the installation, construction, operation, maintenance, reconstruction, removal, relocation or abandonment of its facilities in the County rights-of-way, comply with all applicable provisions of Clark County Titles 5, 6, and the improvement standards adopted in Title 30, as set forth and hereafter amended and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" (latest edition) as adopted by the County Commission.

4. FRANCHISE PAYMENTS AND FEES

The Franchisee shall pay all payments and fees assessed in accordance with its County business license(s) pursuant to Clark County Code Title 6, as amended from time to time.

5. FRANCHISE REPORTING

Each year during the term of the Franchise Agreement, the Franchisee shall submit a written report to the County's Director of Business License as required by Clark County Code Section 5.01.110.

6. REVOCATION AND PENALTIES

- A. After providing notice and an opportunity for the Franchisee to be heard and a reasonable opportunity to cure, the County Commission may impose fines or penalties in an amount deemed appropriate by the County Commission, but not exceeding the amount of the security deposit established in Section 9 of this Franchise Agreement, upon the Franchisee if the County Commission finds that the Franchisee has failed to comply with the provisions of this Franchise Agreement or the applicable sections of Clark County Code Titles 5, 6 or 30. Any such fines or penalties shall be due within thirty (30) days of written notification by the County, made payable to the County Treasurer, and delivered to the Director of Business License at the County's address indicated in Section 13 of this Franchise Agreement. A late charge of five percent (5%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) days of the written notification.

If a fine or penalty which has been imposed by the County Commission is not paid within thirty (30) days from the date of written notification, Franchisee hereby grants the County authorization to deduct that amount of the fine or penalty plus late charges, if any, from the security deposit provided for such purposes pursuant to Section 9 of this Franchise Agreement and the applicable section of Clark County Code Titles 5 and 6. If at any time the Director of Business License has drawn upon such security deposit, the Franchisee shall within thirty (30) days of notification from the Director of Business License replenish such security deposit to the original minimum amount established in Section 9 of this Franchise Agreement.

- B. In addition to the grounds for revocation set forth in the applicable sections of Clark County Code Titles 5 and 6, this Franchise Agreement may be revoked if, after providing notice and an opportunity for the Franchisee to be heard, and a reasonable opportunity to cure, the County Commission finds that the Franchisee failed to make payment of fines or penalties due under this Franchise Agreement or to comply with the provisions of this Franchise Agreement.

7. TRANSFERS AND ASSIGNMENTS

The terms and conditions for transfer and assignment of franchises pursuant to the applicable sections of Clark County Code 5.01, and as amended from time to time, shall apply to this Franchise Agreement.

8. INDEMNIFICATION

The Franchisee shall indemnify, save harmless and defend the County, its officers and employees in accordance with the indemnification provisions of the applicable sections of Clark County Code Chapter 5.01.

9. INSURANCE AND SECURITY PERFORMANCE

- A. The Franchisee shall secure, maintain and provide certification of all insurance coverages in the amounts, kinds and form required pursuant to the applicable sections of Clark County Code Chapter 5.01 prior to commencement of any work in County's rights-of-way.
- B. The Franchisee shall provide to the Director of Business License security for performance pursuant to the applicable sections of Clark County Code Chapter 5.01 in the amount of two hundred fifty thousand dollars (\$250,000). The Franchisee hereby grants the County authorization to deduct assessed fines or penalties and late charges, if any, pursuant to Section 6 of this Franchise Agreement and the applicable sections of Clark County Code Chapter 5.01, from such security deposit.

10. RIGHTS RESERVED TO COUNTY

The County does hereby expressly reserve its rights, powers and authorities pursuant to the applicable section of Clark County Code Title 5, as amended from time to time. The County expressly reserves the right to amend this Franchise Agreement by amendments to the Clark County Code to the maximum extent permitted by law.

11. SEVERABILITY

If any provision, section, paragraph, sentence, clause or phrase of this Franchise Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Franchise Agreement. It is the intent of the Franchisee in requesting this Franchise Agreement and the County Commission in approving this Franchise

Agreement that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this Franchise Agreement are declared to be severable.

12. GIFTS

No officer or employee of the Franchisee shall offer to any officer or employee of the County, either directly or indirectly, any rebate, contribution, gift, money, service without charge or other thing of value whatsoever, except where given for the use and benefit of the County.

13. NOTICE

All notices shall be sent to the County or Franchisee at the addresses indicated below. The Franchisee shall notify the County's Director of Business License of any change of address within ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Franchisee from any obligation imposed by this Franchise Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine or penalty imposed by the County.

COUNTY:
Director of Business License
Clark County
500 S. Grand Central Pkwy., 3rd Floor
PO Box 551810
Las Vegas, NV 89155-1810

FRANCHISEE:
tw telecom of nevada llc
ATTN: Kristie Ince, VP Regulatory Affairs
2805 Dallas Parkway, Ste 140
Plano, TX 75093

With a copy to:
tw telecom of nevada llc
Attn: Tina Davis, Sr. VP &
Deputy General Counsel
10475 Park Meadows Drive
Littleton, CO 80124

14. MAPS

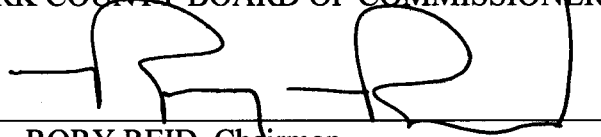
Franchisee shall maintain on file maps and operational data pertaining to its operations in the rights-of-way, which the County may inspect at any time during normal business hours upon reasonable notice to Franchisee. Upon request of the County, Franchisee shall furnish to the Public Works Director, as soon as practical and without charge, current maps either in a hard-copy printed form or in the County's geographical information system format or compatible database, showing the location and dimension of any existing and proposed facilities, but

not other proprietary information, used in operating Franchisee's facilities in the rights-of-way.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

CLARK COUNTY BOARD OF COMMISSIONERS

By



RORY REID, Chairman

ATTEST:



SHIRLEY B. PARRAGUIRRE, Clerk

APPROVED AS TO FORM:
DISTRICT ATTORNEY



By: MARK E. WOOD
Deputy District Attorney

tw telecom of nevada llc
by tw telecom management co. llc
its sole member

By: 

Name: TINA DAVIS

Title: Sr. VP & Deputy General Counsel

EXHIBIT A

Kristie Ince
Vice President Regulatory Affairs



tw telecom inc.
2805 N. Dallas Parkway, Ste. 140
Plano, TX 75093
T 972-455-7833
F 972-455-7801
C 214-208-9742

April 22, 2009

Mike Harwell
Franchise Manager
Clark County Business License Department
500 S. Grand Central Parkway, 3rd Floor
Las Vegas, NV 89106

RE: Request of tw telecom of nevada llc ("TWTC") for Telecommunications Franchise from Clark County, Nevada ("Clark County")

Dear Mr. Harwell:

Please consider this a formal request by TWTC for a telecommunications franchise pursuant to NRS 709.060 and Clark County Codes 5, 6 and 30. TWTC requests that Clark County issue a franchise with a term of ten (10) years for all rights-of-way in unincorporated Clark County.

TWTC will provide a map of our facilities pursuant to NRS 709.060 as soon as possible.

We look forward to working with you to finalize this franchise. Should you have any questions or require further information at this time, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "K Ince".

Kristie Ince
Regulatory Vice President

EXHIBIT A

PUBLIC UTILITIES COMMISSION OF NEVADA

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

tw telecom of nevada llc

CPC 2717 Sub 3
(supersedes and replaces
CPC 2717 Sub 2)
Docket No. 08-04011

The Public Utilities Commission of Nevada ("Commission") hereby grants Time Warner Telecom of Nevada LLC the authority to change its name to tw telecom of nevada llc and to continue to operate as a competitive supplier of telecommunication service within the state of Nevada, pursuant to the Commission's decision on June 4, 2008.

tw telecom of nevada llc is hereby granted this Certificate of Public Convenience and Necessity as evidence of its authority to operate as a competitive supplier of telecommunication service within the state of Nevada. As a condition of this Certificate, tw telecom of nevada llc shall render reasonably continuous and adequate service to the public within the state of Nevada. Failure to comply with all applicable provisions of the Nevada Revised Statutes; all applicable rules, regulations and orders of the Commission; and any applicable terms, conditions and limitations pertaining to the privileges granted in this Certificate shall comprise sufficient grounds for the suspension or revocation of this Certificate. Nothing contained in this Certificate shall be construed to create a franchise or to constitute the grant of an irrevocable Certificate.

This Certificate of Public Convenience and Necessity supersedes and replaces, in all respects, CPC 2717 Sub 2. CPC 2717 Sub 2 shall be, and the same is hereby, cancelled.

This Certificate of Public Convenience and Necessity shall not be conveyed or transferred without the Commission's prior approval.

Any errors in the drafting of this Certificate of Public Convenience and Necessity may be corrected without further proceedings by the Commission.

By the Commission,



JO ANN P. KELLY, Chairman

Attest: Crystal Jackson
CRYSTAL JACKSON, Commission Secretary

Dated: Carson City, Nevada

6-9-08
(SEAL)

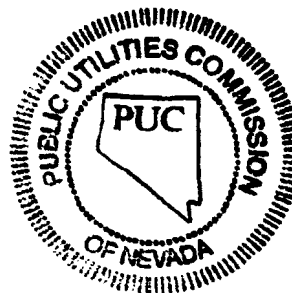
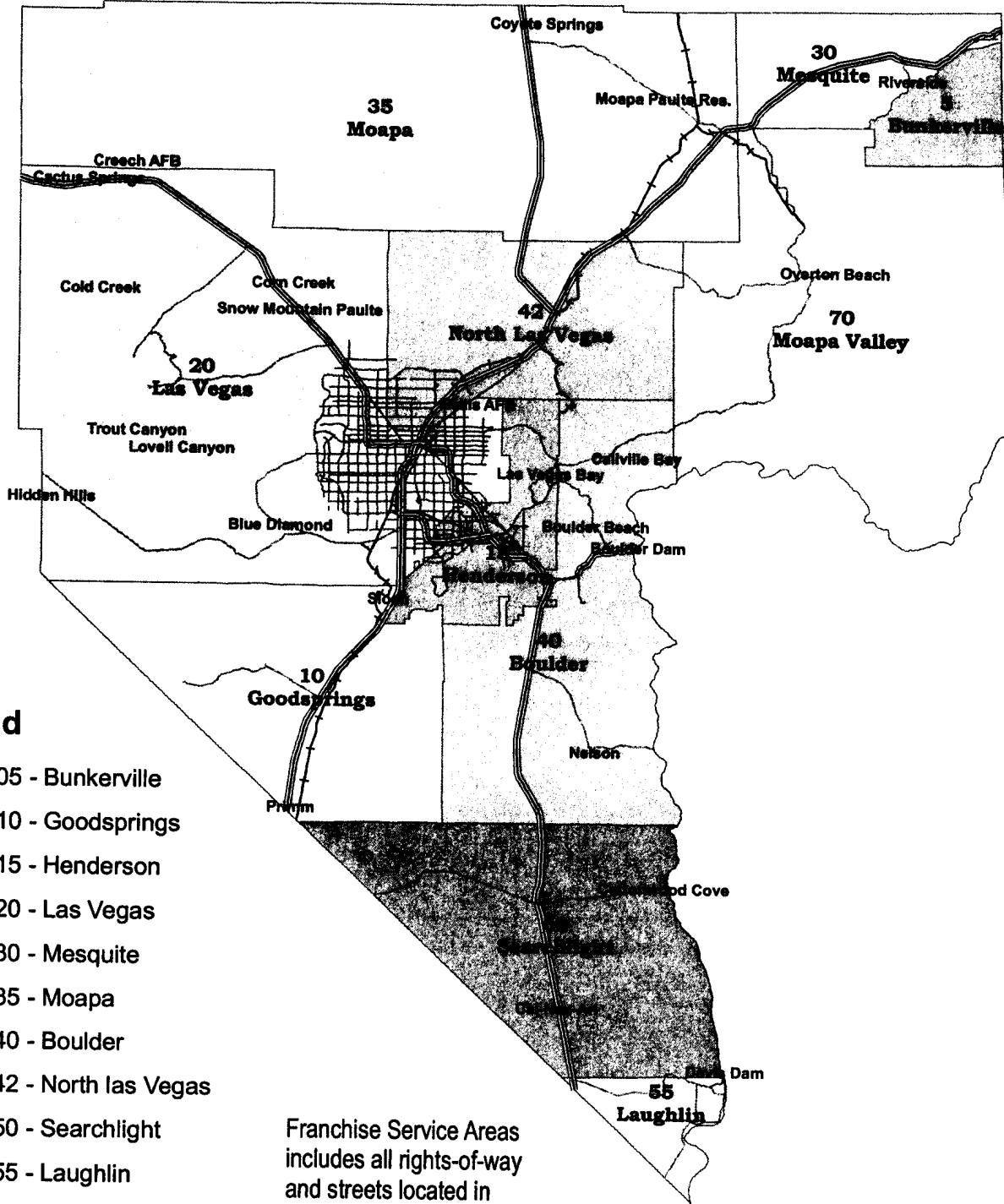













Exhibit B



Legend

-  005 - Bunkerville
-  010 - Goodsprings
-  015 - Henderson
-  020 - Las Vegas
-  030 - Mesquite
-  035 - Moapa
-  040 - Boulder
-  042 - North Las Vegas
-  050 - Searchlight
-  055 - Laughlin
-  070 - Moapa Valley

Franchise Service Areas includes all rights-of-way and streets located in Unincorporated Clark County.

1 inch equals 87,718 feet
Date: August 4, 2008



Exhibit B

Clark County, Nevada



This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.



Vicinity Map - No Scale

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name: tw telecom of nevada llc

(Include d.b.a., if applicable)

Business Address: 3944 Silvestri

Las Vegas, NV 89120

Business Telephone: 702-650-8626

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name

Title

See Attached Doc.

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.



Signature / Capacity

Kristie Ince, Vice President Regulatory Affairs
Print Name

April 22, 2009

Date

tw telecom holdings inc.

Directors:

Paul B. Jones 10475 Park Meadows Drive, #400
Littleton, CO 80124

Mark A. Peters 10475 Park Meadows Drive, #400
Littleton, CO 80124

Officers:

Larissa L. Herda President, CEO and
Chairman of the Board 10475 Park Meadows Drive, #400
Littleton, CO 80124

John T. Blount Chief Operating Officer 10475 Park Meadows Drive, #400
Littleton, CO 80124

Mark A. Peters Executive Vice President and
Chief Financial Officer 10475 Park Meadows Drive, #400
Littleton, CO 80124

Paul B. Jones Executive Vice President, General
Counsel and Regulatory Policy,
Secretary 10475 Park Meadows Drive, #400
Littleton, CO 80124

Robert W. Gaskins Senior Vice President, Corporate
Development and Strategy 10475 Park Meadows Drive, #400
Littleton, CO 80124

Tina Davis Senior Vice President and Deputy
General Counsel,
Assistant Secretary 10475 Park Meadows Drive, #400
Littleton, CO 80124

Jill Stuart Senior Vice President, Finance and
Accounting 10475 Park Meadows Drive, #400
Littleton, CO 80124

Steven R. Hardardt Senior Vice President,
Human Resources and
Business Administration 10475 Park Meadows Drive, #400
Littleton, CO 80124

Regina A. Vegliante Vice President, Finance and Treasurer 10475 Park Meadows Drive, #400
Littleton, CO 80124