BROADBAND SERVICES FRANCHISE AGREEMENT

This Broadband Services Franchise Agreement ("**Agreement**") is by and between Town of Grove Hill, Alabama, a municipal corporation, organized and existing under the laws of the State of Alabama ("**Municipality**" or "**Town**"), and Troy Cablevision, Inc. d/b/a C Spire and Its Affiliates ("**Franchisee**"). Town and Franchisee are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

A. Municipality has jurisdiction over the use of public rights-of-way in Municipality in which it now or hereafter holds any property interest, including, but not limited to public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, public easements, public utility easements, dedicated utility strips, and rights-of-way dedicated for compatible uses now or hereafter held by Municipality (but excluding Municipality parks or recreation areas) ("**Public ROW**").

B. Franchisee desires, and Municipality desires to permit Franchisee to, construct, install, maintain, operate, and control a fiber optic infrastructure network in Public ROW (the "**Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Services**") and Voice over Internet Protocol ("**VoIP**") services, but excluding multichannel video programming services over a cable system that would be subject to a cable franchise to residents and businesses in Municipality ("**Customers**").

DEFINED TERMS

A. "Broadband Services" means the transmission of information using optical fiber.

B. "Town" means the Town of Grove Hill, Alabama.

C. "Code" means the Town of Grove Hill, Alabama Municipal Code of Ordinances, as may from time to time be amended.

D. "Franchisee" means Troy Cablevision, Inc. d/b/a C Spire and its affiliates and its successors and assigns.

E. "Governing Body" or "Town Council" means the Town Council of the Town of Grove Hill, Alabama.

F. "Gross Revenues" means all local revenue, in whatever form and from all sources, determined in accordance with generally accepted accounting principles that is received or accrued by Franchisee from Franchisee's provision of Broadband services within the Town with a deduction for Franchisee's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on Broadband services furnished by Franchisee that are imposed by any Town, state, or other governmental unit and collected by Franchisee for such governmental unit.

G. "Network Facilities" means equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities.

H. "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

I. "Use Fee" means the fee paid by the Franchisee to the Town for locating, maintaining and operating Network Facilities in the Public ROW.

AGREEMENT

In consideration of the mutual promises made below, Municipality and Franchisee agree as follows:

1. Permission to Use and Occupy.

1.1 Permission to Use and Occupy Public ROW. Municipality grants Franchisee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the License do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee's use of any other Municipality property, including poles and conduits, will be, subject to mutual agreement, governed under a separate written agreement regarding that use.

1.2 Subject to State of Alabama and Local Law. This Agreement and the License are subject to Municipality's valid authority under the State of Alabama (at times, herein "**State**") and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.

1.3 Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4 Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5 No Grant of Property Interest. The License does not grant or convey any property interest.

1.6 Non-Exclusive. The rights granted to Franchisee pursuant to this Agreement are non-exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other Person, as well as the right in its own name as a municipality, to use the Public ROW for similar or different purposes allowed Franchisee under this Agreement. This Agreement does not establish any priority for the use of the Public ROW by Franchisee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Public ROW the first priority shall be to the public generally, the second priority to Municipality in the performance of its various functions, and thereafter, as between Franchisee and other franchisees and permit holders, as determined by Municipality in the exercise of its reasonable powers, including the police power and other powers reserved to and conferred on it by the State of Alabama consistent with the rights granted to Franchisee pursuant to this Agreement.

1.7 Backup Power. Franchisee shall not use a permanent or semi-permanent internal combustion engine (such as a gasoline or natural gas-powered electric generator) to provide backup power at any point or points on the Network Facilities without Municipality's prior written approval. Such approval may be granted subject to conditions, such as relating to testing times (e.g., not in the middle of the night), screening, noise levels, and temperature and safe discharge of hot exhaust gasses. Municipality hereby grants Franchisee approval to use backup power generating devices, including devices with permanent or semi-permanent internal combustion engines, at its network hut sites and inside buildings or on land owned by Franchisee subject to the specific conditions provided for in the network hut leases entered into between Franchisee and Municipality for the use of land owned by Municipality, and any applicable building code requirements.

1.8 Limitation on Use Rights. Nothing in this Agreement shall be construed as requiring Franchisee to alter the manner in which Franchisee attaches equipment to the poles, if any poles are allowed by Municipality, or alter the manner in which it operates and maintains its equipment.

2. Franchisee's Obligations.

2.1 Individual Permits Required. Franchisee will obtain Municipality's approval of required individual encroachment, construction, repair and maintenance of the Network Facilities and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Franchisee will pay all lawful permit, processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Municipality.

2.2 Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.

2.3 Compliance with Laws. Franchisee will comply with all applicable federal, state and local laws, regulations and ordinances when performing the Work. Franchisee shall comply in all respects with all applicable codes. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by Municipality.

2.4 Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.5 No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.6 No Burden on Public ROW; Minimum Interference. Franchisee shall not erect, install, construct, repair, replace or maintain the Network Facilities in such a fashion as to unduly burden the present or future use of the Public ROW. The Network Facilities shall be erected and maintained by Franchisee so as to cause the minimum interference with the use of the Public ROW and with the rights or reasonable convenience of property owners who adjoin any of the Public ROW. The location of Network Facilities within, on, over, under, across or through the Public ROW shall, in all cases, be subject to prior Municipality approval through the applicable permitting process.

2.7 Limitation on Franchise Rights. Except as may otherwise be agreed upon in writing by Municipality and Franchisee, the rights granted to Franchisee herein do not include the right to (i) excavate in, occupy or use any Municipality park, recreational areas or other Municipality property other than the Public ROW, or (ii) attach or locate any Network Facilities to or on, or otherwise utilize any of, any Municipality-owned property or facilities or structures other than Public ROW, including without limitation light poles, towers, buildings and trees. The use of such Municipality-owned property or facilities by Franchisee shall be considered by Municipality on a case-by-case basis and may be subject to payment of additional compensation to Municipality. Similarly, the rights granted herein by Municipality to Franchisee do not include the right to situate any Network Facilities on poles or other property owned by entities other than Municipality and situated in the Public ROW. It shall be the responsibility of Franchisee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

2.8 Preconstruction Meetings. Franchisee shall attend all reasonably necessary preconstruction meetings as mutually agreed with Municipality.

2.9 Restoration of Property. Franchisee shall restore and replace at its sole cost and expense, in a manner reasonably approved by Municipality, any public or private property, real or personal, or portion of the Public ROW, that is disturbed, damaged or injured by the construction, operation, maintenance or removal of the Network Facilities to at least as good condition as that which existed prior to the disturbance if such damage is directly caused by Franchisee's Work and no other Person (other than Franchisee's personnel, employees, agents, contractors, subcontractors or Affiliates) is responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee's obligation in this subsection shall be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work. Franchisee's restoration work shall start promptly but not more than sixty (60) days from Franchisee being notified of the problem in question. Upon the failure of Franchisee to effect such repair or restoration, Municipality

may effect the same, and Franchisee shall promptly reimburse Municipality for Municipality's actual, reasonable, and documented costs in connection with such repair or restoration.

2.10 Emergency Notification. Franchisee shall provide Municipality with a twenty-four (24) hour emergency telephone number at which a representative of Franchisee (not voicemail or a recording) can be accessed in the event of an Emergency.

2.11 Duty to Underground. It is the policy of Municipality to have lines and cables placed underground to the greatest extent reasonably practicable, as determined by the Municipality. In furtherance of this policy, Franchisee agrees that it shall place its constructed lines and cables underground to the extent reasonably practicable, as determined by the Municipality, provided however the Franchisee's network hut sites may be above ground.

2.12 Discontinuance and Removal of the Network Facilities. Upon the revocation, termination, or expiration of this Agreement, unless an extension is granted by Municipality in its discretion, Franchisee shall discontinue the provision of Services and all rights of Franchisee to use the Public ROW for the provision of Services shall cease. Franchisee, at the direction of Municipality, shall remove any portion of the Network Facilities and restore such Public ROW and other affected property in accordance with Section 2.9 hereof within the Public ROW. Alternatively, if mutually agreed by Franchisee and Municipality, such Network Facilities may be abandoned in place or transferred to Municipality. This Section 2.12 shall not apply to facilities constructed and owned by the Franchisee or an Affiliate of Franchisee, where such facilities are used by Franchisee or such Affiliate to lawfully provide other services. No surety on any right-of-way bond ("**ROW Bond**") nor any letter of credit shall be discharged until Municipality has certified to Franchisee in writing that the Network Facilities has been dismantled, removed, and all other property restored, to the satisfaction of Municipality.

2.13 Tree Trimming. Franchisee may trim trees upon and overhanging the Public ROW so as to prevent the branches of such trees from coming into contact with the Network Facilities. Franchisee shall minimize the trimming of trees to trimming only those trees that are essential to maintain the integrity of the Network Facilities. Except in emergencies, (i) all trimming of trees in the Public ROW or on Municipal property shall have the prior approval of Municipality and shall be done under the direction of the Municipality's horticulturist, or in the event that office is vacant, the Municipality's Public Works director, and (ii) all trimming of trees on private property shall require the consent of the property owner. All trimming shall be done at the expense of Franchisee.

2.14 Location of Facilities. Franchisee shall keep accurate, complete, and current maps and records of the Network Facilities and all Franchisee facilities and, subject to applicable confidentiality provisions, shall make available electronic copies of such maps and records to Municipality, as set forth below.

2.14.1 Franchisee shall furnish "as-built" maps and records to Municipality upon request in electronic, ESRI-compatible format (or in another mapping format

mutually agreed to by the Parties). Franchisee shall provide Municipality copies of any new or revised "as-built" or comparable drawings as and if they are generated for portions of the Network Facilities located within Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections. Upon request by Municipality in an emergency, Franchisee, as soon as reasonably practicable, shall inform Municipality of any changes from such maps and records previously supplied and shall mark up any maps provided by Municipality so as to show the location of the Network Facilities.

2.14.2 The "as built" maps shall include at a minimum all Network Facilities located in a given segment, and facility routings and shall be drawn to scale.

2.14.3 Municipality agrees that Franchisee may provide route maps rather than the as-built maps specified above. "Route maps" means "as-built" maps with only the following information removed: information on the number of lines, whether the lines are copper or fiber and the nature of any electronics. Concrete pads for pedestals and enclosures for equipment or pedestals shall be shown on Route maps.

2.15 Utility Notification Program. Franchisee and Municipality shall comply with applicable state and local utility location and notification laws, including Alabama's 811 law. Franchisee or Franchisee's contractor will request locates and Municipality shall provide locates of its facilities as required by Alabama's 811 law and regulations. At all times during and after the installation of Network Facilities, Franchisee shall respond to all emergency locates to locate its Network Facilities as required by Alabama's 811 law and regulations. With respect to location of its existing public utility lines, Municipality agrees that during the period of Franchisee's installation of Network Facilities pursuant to this Agreement, Municipality will locate all Municipality public utility lines as required by Alabama's 811 laws and regulations. It shall be the duty of Franchisee or its contractor(s) to request Municipality to locate the public utility lines.

2.16 Inspection by Municipality. Network Facilities shall be subject to inspection by Municipality to the extent reasonably requested by Municipality and reasonably necessary to assure compliance by Franchisee with the terms of this Agreement. Municipality shall inspect Network Facilities at reasonable, mutually agreed upon times and upon reasonable notice to Franchisee; provided, however, the inspection shall not interrupt or interfere with any services provided by Franchisee.

2.17 Franchise Fee. As consideration for the use of the Town's Public ROW as set forth in this Agreement, the Franchisee shall pay the Town a Use Fee of five percent (5%) of its Gross Revenues collected by the Franchisee during each calendar year of operation under this agreement based on unaudited financials. The Franchisee will pay the Use Fee collected from its Customers for the Broadband Services annually, within forty-five (45) days of the close of Franchisee's fiscal year, which ends December 31. Each Use Fee payment shall be accompanied by a certified report from a representative of the Franchisee, which shows the basis for the computation of all recurring monthly Broadband Service

charges from the provision of Broadband Services to Persons located within the Town limits during the Franchisee's fiscal year for which such payment is made. In the event that the Use Fee payment is not actually received by the Town on or before the applicable due date set forth in this section or is underpaid, Franchisee shall pay in addition to the Use Fee payment, or sum due, interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8.8.1). If the Franchisee does not provide Broadband Services to Customer(s) within the municipal boundaries of the Town, then the Franchisee shall pay the Town annually (19¢) per linear foot for the use of the Town's Public ROW once the fiber is lit and carrying traffic commercially. In the event the Town should conduct a review of Franchisee's books and records and such review indicates a Use Fee underpayment of five percent (5%) or more during the entire period reviewed, the Franchisee shall assume all reasonable documented costs of such audit, and pay same upon demand by the Town. Town, may no more than once annually, audit Franchisee's books and records to the extent necessary to ensure payment in accordance with this Franchise. All documents pertaining to financial matters, which may be the subject of an audit by the Town, shall be retained by the Franchisee for a minimum period of six (6) years. Once any audited period has been completed, such audited period of the Franchisee's books and records, shall not again be the subject of any audit.

3. Municipality's Obligations.

3.1 Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. Municipality will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.

3.2 Relocation to Accommodate Governmental Purposes. If Franchisee's then- existing Network Facilities would interfere with Municipality's planned use of the Public ROW or other Municipality property for a legitimate noncommercial governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, or in the event the affected Public ROW is lawfully vacated, eliminated, discontinued, or closed by the Municipality, Franchisee will, upon written notice from Municipality, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require

Franchisee to relocate or remove its Network Facilities with less than one hundred eighty (180) days' notice. Upon the failure of Franchisee to relocate any Network Facilities within a reasonable period of time in accordance with this subsection, Municipality may effect such relocation, and Franchisee shall promptly reimburse Municipality for all actual, reasonable, and documented costs and expenses incurred by Municipality in connection with such relocation.

3.3 Relocation to Accommodate Non-Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with (a) Municipality's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities.

3.4 Non-Discrimination. Any agreements between Municipality and Franchisee that provide Franchisee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those Municipality provides Franchisee for the same access.

4. Contractors and Subcontractors.

4.1 Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.

4.2 Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law, regulations and ordinances.

4.3 Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to Municipality on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A** ("**Authorized Individuals**"). Municipality will accept for review permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Defense and Indemnity.

5.1 Indemnification. Franchisee shall indemnify, defend, and hold harmless Municipality, and governmental subdivisions thereof, and its respective council members, officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys) arising from any third-party claim of personal injury or property damage that may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any negligent act or omission of Franchisee, its personnel, employees, agents, contractors, subcontractors or affiliates, which may arise out of (i) the construction, installation, operation, maintenance or condition of the Network Facilities, or (ii) the Franchisee's failure to comply with any applicable Federal, State or local statute, ordinance or regulation ("**Third Party Legal Proceeding**"); provided that: (a) Municipality has

complied with applicable state and local utility location and notification laws, including Alabama's 811 law; and/or (b) the private service line owner has complied with applicable state and local utility location and notification laws, including Alabama's 811 law. Further, Franchisee's indemnification obligation shall not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnitee or any other third party (to the extent such third parties are not Franchisee personnel, employees, agents, contractors, subcontractors or affiliates as described above in this Section 5.1).

5.2 Assumption of Risk. Franchisee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any Municipality-owned or controlled property, including Public ROWs.

5.3 Defense of indemnitees. In the event any Third Party Legal Proceeding shall be brought against the Indemnitees upon written notice from Municipality in accordance with Section 5.4 hereof, Franchisee shall, at Franchisee's sole cost and expense, assume sole control of the indemnified portion of the Third Party Legal Proceeding, subject to the following: (i) Municipality may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Municipality to admit liability, pay money, or take (or refrain from taking) any action, will require Municipality's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

5.4 Notice, Cooperation and Expenses. Municipality must give Franchisee written notice of any Third-Party Legal Proceeding not later than twenty (20) days after Municipality becomes aware of the Third-Party Legal Proceeding. Municipality shall reasonably cooperate with Franchisee in the defense of the Third-Party Legal Proceeding and nothing herein shall be construed to prevent Municipality from appointing its own non-controlling counsel at Municipality's sole cost and expense.

6. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

7. **ROW Bond.** Within thirty (30) days of the Effective Date, Franchisee shall provide Municipality with, and shall maintain, a ROW Bond from a surety company in the amount of Fifty Thousand Dollars ($50,000) and in a form reasonably acceptable to Municipality, as security for the faithful performance by Franchisee of the provisions of this Agreement.

7.1 The rights provided Municipality by this Section and its bond are in addition to all other rights of Municipality whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights Municipality may have, except that Municipality shall not be entitled to multiple remedies for the same violation.

8. **Insurance.**

8.1 Franchisee will carry and maintain:

8.1.1 Commercial General Liability (CGL) insurance, with policy limits not less than $2,000,000 in aggregate and $2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

8.1.2 Workers' Compensation insurance with policy limits not less than the Municipality's requirements.

8.2 All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to Municipality's insurance compliance representative upon Municipality's written request. Franchisee shall provide Municipality with certificates of insurance evidencing such coverage prior to applying for its first permit. Franchisee shall annually provide Municipality with a certificate of insurance evidencing such coverage. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement and the Franchise.

8.3 **Contractors.** Franchisee's contractors and subcontractors working in the Public ROW shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance commensurate with the scope of their work. In the alternative, Franchisee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Franchisee policies).

8.4 **Insurance Primary.** Franchisee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"), but only for actions of Franchisee and for whom Franchisee is responsible. Any insurance or self-insurance maintained by any of them shall be in excess of Franchisee's insurance and shall not contribute to it (where "insurance or self- insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

9. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and State law ("**Effective Date**"). This Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein.

10. **Termination.**

10.1 Termination by Municipality. Municipality may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that Municipality must first provide Franchisee written notice of the breach and not less than one hundred eighty (180) days to cure, unless the cure cannot be reasonably accomplished in that time period, in

which case the Municipality may in its discretion grant Franchisee additional time upon the request of Franchisee, provided that Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. In the event Municipality still seeks to terminate the Agreement, Municipality shall cause to be served upon Franchisee, at least twenty (20) days prior to the date of such a Governing Body meeting, a written notice of intent to request such termination, the provisions of this Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the Governing Body is to consider pursuant to the requirements of Alabama law. The Governing Body shall hear and consider the issue and shall hear any Person interested therein and shall determine whether or not any substantial breach by Town has occurred. If the Governing Body shall determine the violation was the fault of Franchisee and within its control, the Governing Body may, by resolution (i) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages; (ii) commence an action at law for monetary damages; or (iii) declare a substantial breach and declare that this Agreement shall be terminated unless there is compliance within such period as the Governing Body may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation. Nothing herein shall be construed as a waiver or forfeiture of any right or remedy that either Party may have concerning or arising out of this Agreement, including the right to seek judicial redress for any breach or violation of the terms of this Agreement. No termination under this subsection will be effective until the relevant cure period has expired.

10.2 Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality.

11. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

11.1 Notwithstanding the foregoing, Franchisee may assign or transfer its rights or obligations under this Agreement, in whole or in part, to an Affiliate without the prior written consent of Municipality. Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

12. **Notice.** All notices related to this Agreement will be in writing and sent, if to Franchisee to the email addresses set forth below, and if to Municipality to the address set forth in Municipality's signature block to this Agreement. If Franchisee does not acknowledge receipt of electronic mail, notice to Franchisee must be given to the addresses set forth below. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

The notices or responses to the Franchisee shall be addressed as follows:

Troy Cablevision, Inc. d/b/a C Spire
Attn: Jake Cowen, SVP
1006 S. Brundidge Street
Troy, Alabama 36081
jcowen@cspire.com

With a copy to: Charles L. McBride, Jr., General Counsel
Telapex, Inc.
1018 Highland Colony Parkway
Suite 700
Ridgeland, Mississippi 39157

13. **General Provisions**

13.1 Franchise Records. Franchisee shall prepare and maintain any records or reports that are required of it by federal, State, or local law. Municipality shall have the right to obtain, in the format kept by Franchisee in the ordinary course of business, copies of such records and reports as appropriate and reasonably necessary to determine whether Franchisee is in compliance with this Agreement. Franchisee reserves the right to object to any request made under this Section as unnecessary, unreasonable, or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Municipality.

13.2 Entire Franchise. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties and all prior franchises, negotiations and agreements relating to the Network Facilities or provision of Broadband Services are merged herein and hereby superseded.

13.3 Conferences. As may be mutually agreed upon between the parties from time to time, the parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this Agreement, the provision of Broadband Services or the Network Facilities during the Term hereof.

13.4 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the State of Alabama. Each party

to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or related to this Agreement or any of the agreements or transactions contemplated hereby shall be brought to the Circuit Court of Russell County, Alabama and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

13.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Municipality may waive any obligation of Franchisee under this Agreement, in whole or in part, at any time, but such waiver must be in writing, and signed by the Municipality's Town Clerk or their designee.

13.6 Independent Contractor Relationship. The relationship of Franchisee to Municipality is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Agreement, unless expressly stated in this Agreement.

13.7 Severability. If any section, paragraph, or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Agreement.

13.8 Captions. All captions are for convenience of use and have no substantive effect.

13.9 Franchise Accepted. Franchisee further acknowledges by execution and delivery of this Agreement that it has carefully read the terms and conditions of this Agreement and the Ordinance and accepts the obligations imposed hereby and thereby regardless of whether such obligations are contained in this Agreement or the Ordinance, or both.

13.10 Binding Agreement. Subject to Section 2.3, the parties agree that this Agreement complies with State and Federal law as of the Effective Date and agree to be bound by the provisions hereof during the full term hereof, except that the parties also agree to recognize and be bound by any change in any State or Federal law, even if such law materially affects the terms of this Agreement.

13.11 Other Covenants. Franchisee for itself and its Affiliates covenants that Franchisee and its Affiliates shall not bring or support, directly or indirectly, any suit, claim, or proceeding (judicial or administrative) challenging any term of this Agreement or

contending that Municipality or Franchisee did not have the authority to impose or agree to such terms.

13.12 Reserved Rights. Municipality reserves all rights and powers under (i) its police powers and (ii) powers conferred by Federal, State, or local law of which Municipality may not legally and contractually divest itself. In particular, Municipality reserves the right to alter, amend or repeal its municipal code as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest; provided that any such alteration, amendment or repeal shall be applicable to all similarly situated franchisees of the Municipality, in such a manner and to such an extent so as not to place Franchisee at a material competitive disadvantage. In the event the municipal code or other applicable local law is amended in a manner that would materially alter Franchisee's rights and obligations under this Agreement, the Municipality will provide Franchisee with reasonable advance notice of such pending amendment and, upon written request of Franchisee, negotiate in good faith to modify this Agreement to ameliorate any adverse effects such amended municipal code provisions would have on Franchisee's performance under this Agreement. Municipality agrees that by accepting this Agreement, Franchisee has not waived its right to object to the application to it of actions by Municipality pursuant to its reserved rights or police powers.

13.13 Representation Regarding Ethical Standards for Municipality Officers and Employees and Former Municipality Officers and Employees. Franchisee represents that to the best of its knowledge, it has not (1) provided an illegal gift or payoff to a Municipality officer or employee or former Municipality officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) breached any of the ethical standards set forth in the Municipality's conflict of interest ordinance; or (4) influenced, and hereby promises that it will not knowingly influence, a Municipality officer or employee or former Municipality officer or employee to breach any of the ethical standards set forth in the Municipality's conflict of interest ordinance.

13.14 Town Representative. The Town Manager, or his or her designee as provided in writing by the Town Manager to the Franchisee (the "Town Representative"), shall be Municipality's representative for all purposes of this Agreement. Except where Town Council action is required by this Agreement or by law, all decisions, judgments, approvals, requests, notices or other actions of Municipality required or permitted under this Agreement shall be made, obtained, issued or delivered or otherwise effected on behalf of Municipality by the Town Representative, or his or her designee.

13.15 Authority. Franchisee represents, covenants and warrants to Municipality as of the Effective Date that: (a) Franchisee is duly constituted, in good standing and qualified to do business in the State of Alabama, (b) Franchisee will file when due all forms, reports, fees and other documents necessary to comply with applicable laws, and (c) the signatories signing on behalf of Franchisee have the requisite authority to bind Franchisee pursuant to Franchisee's organizational documents.

13.16 Franchisee's acceptance of this Agreement shall be in writing in a form approved by the Town attorney and shall be accompanied by delivery of a check, approved by the Town, in the amount of Three Thousand Dollars ($3,000.00) made payable to the Town of Grove Hill, Alabama and shall serve to recover expenses incurred by the Town in the granting of this Franchise. Said expenses shall include attorney's fees and consulting expenses incurred by the Town.

Signed by authorized representatives of the parties on the dates written below.

TOWN OF GROVE HILL, ALABAMA

BY: _____

Ross Wood

Title: Mayor

Address: 111 South Church Street

Grove Hill, Alabama 36451

ATTEST:

Michelle Green

Date: 11-3-26

TROY CABLEVISION, INC. d/b/a C SPIRE

BY: _____

Jake Cowen

Title: Sr. Vice President, Fiber Monetization

Address: 1006 S. Brundidge Street

Troy, Alabama 36081

Date: 10/29/2026

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

Troy Cablevision, Inc. d/b/a C Spire

1006 S. Brundidge Street
Troy, Alabama 3608

Town of Grove Hill
111 South Church Street
Grove Hill, AL 36451

Dear Mr. Hunter,

In accordance with Section 4.3 of the Broadband Services Franchise Agreement dated [redacted] between Town of Grove Hill, Alabama and Troy Cablevision, Inc. d/b/a C Spire, hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications on behalf of the Franchisee.

1.Name,Title
2.Name, Title
3.Name, Title
4.Name, Title

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

_____

Jake Cowen, SVP, Fiber Monetization
Troy Cablevision, Inc. d/b/a C Spire