ORDINANCE NO. 2027-01

AN ORDINANCE GRANTING A PUBLIC RIGHT-OF-WAY USE FRANCHISE TO SOUTHERN LIGHT, LLC

WHEREAS, the City of Brundidge, a municipal corporation organized under the laws of the State of Alabama (hereinafter the "City"), is authorized to grant, renew and deny franchises for the installation, operation, and maintenance of, among other things, fiber-optic transmissions lines and related facilities within the City's limits by virtue of (i) federal and state statutes, (ii) the City's police powers, and (iii) the City's authority over its public right of ways; and,

WHEREAS, Southern Light, LLC has applied to the City Council for a new non-exclusive franchise to construct, attach, install, operate, remove, relocate, repair and maintain fiber-optic transmission lines and related facilities within the City; and,

WHEREAS, the City hereby finds that it would serve the public interest of the citizens of the City to approve Southern Light LLC franchise subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, be it enacted by the City Council that a nonexclusive telecommunications services franchise be granted to Southern Light, LLC. Under the terms and conditions as set forth in the attached Agreement.

ADOPTED and APPROVED this the ____day of September, 2026.

Isabell Boyd, Mayor

ATTEST:

Linda Faust, City Clerk

CITY OF BRUNDIDGE CORPORATE SEAL BRUNDIDGE, ALABAMA

PUBLIC RIGHT-OF-WAY USE AGREEMENT
(FIBER NETWORK)

THIS NON-EXCLUSIVE PUBLIC-RIGHT-OF-WAY USE AGREEMENT ("Agreement") is entered into by and between the **City of Brundidge, Alabama** ("City") and **Southern Light, LLC,** its successors and assigns ("Company") for the purpose of constructing, operating, and maintaining a fiber-optic infrastructure network within the public rights-of-ways in the City. The City and the Company may be referred to collectively herein as the "Parties" and each a "Party".

RECITALS

WHEREAS, The Company intends to construct and/or operate a fiber-optic transmission(s) line within certain public rights-of-way with the City; and

WHEREAS, The Company agrees and acknowledges that it is required to obtain consent in the form of a franchise from the City in order to construct fiber-optic transmission lines within the corporate limits of the City; and

WHEREAS, The City desires to grant a non-exclusive franchise for the construction of the fiber-optic transmission line in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1.1 **Affiliate** means any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company.

1.2 **City** means the City of Brundidge, Alabama.

1.3 **City Clerk** means the individual designated by the City Council to act as the technical and administrative liaison or representative of the City and the public in the City, in matters related to the provision of this Agreement.

1.4 **Company** means Southern Light, LLC and its successors and assigns, as well as any Affiliate of the Company operating within the City that does not have its own franchise agreement, right-of-way use agreement or similar right of access, provided that such Affiliate shall be bound by the terms and conditions of this Agreement and will be jointly and severally liable for any noncompliance under this Agreement for so long as they are Affiliates.

1.5 **Facilities** means the conduits, cables, wires, lines, towers, wave guides, fiber optic cable, antennae, and any associated converters, equipment, appurtenances or facilities comprising the Company's Telecommunications System.

1.6 **Gross Revenue** means any and all payments made to, or compensation or consideration of any kind or nature, including cash, credits, property, and in-kind contributions (services or goods), derived or received, directly or indirectly by the Company, or by any Affiliate, from or in connection with the operation or use of the Company's Telecommunications System (as hereinafter defined) to provide communications service. Gross revenues include, but are not limited to, information and data services revenue; internet services revenue; Telecommunications Services revenue (except that portion of revenues from the provisioning of long distance telephone services which are based on interstate activity unless such revenues are a result of activity which originates or terminates within the City and are charged to a service address within the City); revenue derived or received from the lease, license, sale or other transfer or use of portions of the Company's Telecommunications System, including facilities, fiber (whether dark or lit) or capacity, by the Company or its Affiliates to persons, including other communications service providers; any other revenue arising from the operation or possession of this franchise including the right to use and occupy of the rights-of-way; and any revenue received by the Company, by any Affiliate of the Company, or by any other person through any means which is intended to have the effect of avoiding the payment of compensation that would otherwise be paid to the City for the franchise. The term does not include unrecovered bad debts charged off after unsuccessful efforts to collect; and taxes of general applicability imposed on the customer or the transactions (but not on the Company or any of its Affiliates) by federal, state, or local law and required to be collected and remitted by the Company or any of its Affiliates to the governmental unit, including sales, use and utility taxes. Gross Revenue shall not include revenues arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City. Gross Revenues shall not be double counted. Revenues of both the Company and an Affiliate representing a transfer of funds between the Company and the Affiliate, and that would otherwise constitute Gross Revenues of both the Company and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Company which are payable from the Company's revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Agreement.

1.7 **Law** means any local, State or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, Agreement, resolution, regulation, rule, tariff, or other requirement in effect either at the time of adoption of this Agreement or at any time thereafter during which the Company maintains Facilities in the Public Rights-of-Ways.

1.8 **Public Rights-of-Way** means the surface and space above and below any real property in which the City has an interest in Law or equity, including, but not limited to any public street,

boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, river, tunnel, viaduct, bridge, wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal rights-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or agency. "Public Rights-of-Way" shall not include property owned or leased by the City such as City parks, City Hall property or public works facilities, that are not typically utilized for communications lines or other Facilities.

1.9 **System** shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Company in accordance with the terms and conditions contained herein.

1.10 **Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

1.11 **Telecommunication Service or Service** means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

1.12 **Telecommunications System** means the conduits, cables, wires, lines, towers, wave guides, fiber optic cable, antennae, and any associated converters, equipment, or Facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Telecommunications to or from locations within the City.

SECTION 2. AUTHORITY FOR USE OF PUBLIC RIGHTS-OF-WAY AND SCOPE OF AGREEMENT

2.1 The Company desires to use the public Rights-of-Way in the City for the purpose of installing the Company's Facilities and operating the Company's Telecommunications System.

2.2 Subject to the provisions herein, as well as applicable Law, the City hereby grants to the Company a non-exclusive right and approval to construct, install, maintain and operate its Telecommunications System and Facilities within the City's Public Rights-of-Way.

2.2.1 Under this grant of authority, the Company may erect, install, construct, repair, replace, relocate, reconstruct, remove, and retain in, on, under, upon, across and along the Public Rights-of-Way within the City, as located and approved by the City, such lines, cable, fiber optic cable, conductors, ducts, conduits, vaults, manholes, handholes, appliances, pedestals, attachments, Facilities, and other property and equipment as are necessary or appropriate to the operation of the Telecommunications System.

2.2.2 The Company shall construct, operate and maintain the Telecommunications System and all Facilities in accordance with all applicable federal, state and local Laws, including all permit requirements, and fee payments, and all other City codes and agreements in effect as of the date of this Agreement or hereinafter adopted. This Agreement does not in any way impact the continuing authority of the City through the proper exercise of its police powers to adopt and

enforce ordinances necessary to provide for the health, safety and welfare of the public. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities on any particular segment of Public Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the Company.

2.2.3 The Company shall construct and maintain the Telecommunications System so as not to unreasonably interfere with other users of the Public Rights-of-Way. Where appropriate, the Company shall make use of existing poles and other facilities available to the Company. All construction and maintenance by the Company or its subcontractors shall be performed in accordance with industry standards.

2.3 The grant of authority under this Agreement is limited to the provision of Telecommunications and Telecommunications Services and does not include nor authorize the provision of cable television services as defined under the federal Communications Act, as amended. Notwithstanding anything to the contrary herein, this Agreement also authorizes the Company, in its ordinary course of business (i) to lease to or contract with others for use of all or part of the Company's Telecommunications System, or (ii) to sell dark fibers or conduit that are parts of the Telecommunications System to others that have contracts, franchises or other agreements with the City to use its public property within the City, provided that any such activities do not constitute a change in control or ownership of Company; concurrent with this authority is the responsibility of the Company to notify the City in writing, within 60 days of the Company's sale or lease of components of the Company's Telecommunications System.

2.4 This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Company with respect to any existing or future authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second shall be to the City, the third to the State and its political subdivisions in the performance of the various functions, and thereafter, as between the Company and other authorized users, as determined by the City in the exercise of its powers conferred upon it by the State, including its police powers.

2.5 The Company acknowledges and agrees that it obtains no rights or further use of the Public Rights-of-Way other than those expressly granted herein. The Company acknowledges and agrees that it accepts at its own risk that the City may make use in the future of portions of the Public Rights-of-Way, in which the Company's Telecommunications System and Facilities are situated in a manner that is incompatible with the Company's continued use of such portions of the Public Rights-of-Way, and that in such event, provided that the City had the legal authority to take such action, the Company will not be entitled to compensation from the City, unless and to the extent the City compensates other similarly situated users of the Public Rights-of-Way.

SECTION 3. TERM

3.1 The franchise granted hereunder shall be for a Term of ten (10) years commencing on the effective date of this Agreement and Ordinance adopting the franchise, unless otherwise lawfully renewed, revoked, or terminated as herein provided. Upon the expiration of the Term, the Company or the City shall have the option to renew this franchise for an additional ten-

year term, by giving written notice, sixty (60) days before the expiration of the Term, to the other party of that party's intent to renew this franchise. Within one hundred eighty (180) days of the expiration of any Term, or the earlier termination of the rights and privileges herein granted, the Company shall remove, at its own expense, all of the Facilities comprising the Telecommunications System, or shall sell the Telecommunications System to another entity that has a franchise or license from the City.

SECTION 4. CONDITIONS OF ACCESS CONSTRUCTION REQUIREMENTS

4.1 At least thirty (30) days before the beginning of any installation, removal or relocation of the Company's Facilities, the Company shall notify the City Clerk or designee in writing of such planned installation, removal or relocation of the Company's Facilities, and submit detailed plans of the proposed action to the General Manager of Utilities for the City or their designee. The General Manager of Utilities for the City or their designee shall, within thirty (30) days of receipt of such plans, either approve the plans or inform the Company of the reasons for disapproval. The Company shall designate a responsible contact person with whom officials of the City can communicate with on all matters relating to facilities installation and maintenance.

4.2 Prior to any excavation within the Public Rights-of-Way, the Company shall obtain a permit and perform such work in accordance with applicable provisions of the City Code, and any subsequent Agreements or regulations that may be adopted by the City regarding excavation work.

4.3 Prior to the commencement of any new construction or alteration of its existing Facilities located in the Public Rights-of-Way, the Company shall furnish to the General Manager of Utilities for the City or their designee a subsurface utility engineering study on the proposed route of construction, expansion or alteration, which shall consist of the following tasks:

4.3.1 All available "as built" plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed construction route;

4.3.2 Completion of a visual survey and written record of the location and dimensions of any above ground features of any underground Facilities along the proposed construction route, including but not limited to manholes, valve boxes, utility boxes, post and visible street cut repairs;

4.3.3 Plot and incorporate the data obtained from completion of tasks 4.3.1 and 4.3.2 above, on to the Company's proposed system route maps, plan sheets and computer aided drafting and design ("CADD") files; and

4.3.4 Provide all such data collected into a CADD file compatible with that used by the City and deliver a copy to the General Manager of Utilities for the City or their designee.

4.4 The Company shall not expand or extend the Facilities in the Public Rights-of-Way beyond the route diagram furnished to the City without approval from the City, which shall not be unreasonably withheld. Upon approval, the Company's route diagram shall be amended to reflect the location of the additional Facilities.

4.5 The Company shall be responsible for all reasonable and necessary costs borne by the City that are directly associated with the installation, maintenance, repair and replacement of the Telecommunications System and Facilities within the Public Rights-of-Way, that are not otherwise accounted for as part of the permit fees assessed. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Company. The Company shall be responsible for its own costs incurred removing or relocating the Telecommunications System and Facilities when required by the City due to City requirements relating to maintenance and use of the Public Rights-of-Way for City purposes, unless another utility or similarly situated user of the right-of-way is compensated for relocation of its facilities, in which case the Company shall be similarly compensated.

4.6 Whenever the Company is required to perform maintenance on its infrastructure for which pedestrian or vehicle traffic would be affected, the Company shall notify the City Clerk or designee no sooner than 2 business days so that proper notification of City staff and public can be notified. Any and all signage and traffic control to re-route travelers or pedestrians will be entirely the cost of the Company.

4.7 Whenever the Company is required to commence work in the Public Rights-of-Way immediately because of an emergency involving an imminent danger of harm to life or property, the Company shall by telephone and e-mail to the City Clerk or designee, report the emergency and the extent of the work to be done, and then apply for the appropriate permits and provide any required notices as provided in subsection 4.8.2 no later than the close of business on the next succeeding business day.

4.8 The Company shall protect public and private property from damage. If damage occurs, the Company shall promptly notify the property owner and the City Clerk.

4.8.1 If public or private property is disturbed or damaged, the Company shall restore the property to its former condition including necessary paving, patching, grading, and other necessary repair or restoration, normal wear and tear excepted. Public right-of-way or other City property shall be restored to its former condition, normal wear and tear excepted, in a manner and within a time approved by the General Manager of Utilities for the City or their designee. If restoration of public right-of-way or other City property is not satisfactorily performed within a reasonable time, the General Manager of Utilities of the City or their designee, after prior notice to the Company, or without notice where the disturbance or damage may create a risk to public health or safety or cause delay or added expense to a public project or activity, may cause the repairs to be made at the Company's expense and recover the cost of those repairs from the Company. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Company shall pay the City. Consistent with this Agreement, if suit is brought upon the Company's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the City, then the Company shall pay the City's actual costs resulting from the non-payment, including interest from the date the bill was presented, disbursements, attorney's fees and litigation-related costs. Private property must be restored promptly, considering the nature of the work that must be performed.

4.8.2 Prior to entering onto private property or right-of-way to construct, operate, or repair its System, the Company shall take photographs of the location of the area to be disturbed and also give the person residing on or using the property adequate notice that it intends to work on the property, a description of the work it intends to perform, and a name and phone number the person can call to protest or seek modification of the work. Work shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners, residents, and users. **A door hanger detailing the aforementioned information and attached to the front door of the premises at least forty-eight (48) hours prior to commencement is required. Also, temporary signage listing the name of the company contracting installation and contact information therefor shall be installed at the entrance to any road that leads to the work area. Such signage must be placed at least forty-eight (48) hours prior to commencement of work.**

4.9 The Company shall utilize existing poles and conduit wherever possible, subject to a separately negotiated and executed written agreement with the City for the attachment to its poles. Copies of agreements for the use of poles, conduits, or other utility facilities must be provided upon request by the General Manager of Utilities for the City upon demonstrated need and subject to protecting the Company's proprietary information from disclosure to third parties.

4.10 Where electrical and telephone utility wiring is installed underground at the time of initial System construction, or when such wiring is subsequently placed underground, all System lines and wiring and equipment shall also be placed underground on a nondiscriminatory basis with other wire line services at no additional expense to the City or its subscribers. Related system equipment such as a pedestal must be placed in accordance with City code requirements and underground utility rules as interpreted by the General Manager of Utilities for the City. In areas where both electric and telephone utility wiring is aerial, the Company may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

4.11 In any case where the Company is or has been authorized to erect a pole, the Company shall extend the right to use its poles upon reasonable terms and conditions to other persons having a franchise or permit to maintain lines and facilities upon the same road or right-of-way. The City shall have the right to install and maintain any facilities, free of charge, upon the poles owned by the Company provided such facilities do not overburden the pole or otherwise unreasonably interfere with the Company's System.

4.12 The Company is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the rights-of-ways. The Company will use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of a roadway to which this Agreement applies, unless otherwise approved by the City Council. The General Manager of Utilities may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Company may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies.

SECTION 5. TRANSFER OF OWNERSHIP

The rights and privileges herein granted to the Company shall be personal to the Company. Accordingly, pursuant to the requirements of Section 220 of the Alabama Constitution, the Company shall not sell, transfer, lease, assign, sublet, or dispose of in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, any of the rights or privileges granted by this Agreement, without the prior consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no such prior consent shall be required for a transfer or assignment to any person controlling, controlled by or under the same common control as the Company (an "Affiliate"). The City hereby authorizes the Company to assign and transfer the Company's rights and privileges to an Affiliate upon 30 days advance written notice to the City.

SECTION 6. COMPENSATION

6.1 Franchise Fee. The Company shall pay annually by every March 31 of each year under the terms of this Agreement, the greater of the following:

a. Five percent (5%) of Gross Revenue for the preceding calendar year; or

b. One thousand dollars ($1000.00)

6.2 Late Payments. Any amounts due but not paid by the Company by the date set forth in Subsection 6.1 shall be deemed late.

6.2.1 In the event that the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in Subsection 6.1 or is underpaid, the Company shall pay in addition to the Franchise Fee payment, or sum due, interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8.8.1).

6.2.2 In the event that the Franchise Fee payment is not made in full by the due date set forth in Subsection 6.1 and payment in full is not made within thirty (30) days after notice thereof by the City, including all interest due, then in addition to the provisions of Subsection 6.2.1 the Company may also be declared in default of this Agreement and subject to the fines, penalties, and sanctions permitted under Section 12 of this Agreement.

6.2.3 Should the total amount owed remain unpaid for sixty (60) days after the date of the notification of non-payment or late payment set forth in Subsection 6.2.2, then the Franchise may be revoked, terminated, or cancelled as noted elsewhere in this Agreement and in accordance with rights of due process.

6.3 All amounts paid shall be subject to audit and re-computation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of the Company's books and records pursuant to Section 6.6 of this Agreement and such review indicates a Franchise Fee underpayment of five percent (5%) or more, the Company shall assume all reasonable documented costs of such audit not to exceed six-thousand dollars ($6,000.00), and pay same upon demand by the City. Provided, however, the City shall make the written findings of such audit or review (the "Audit

Report") available to the Company within ten (10) days of completion of the Audit Report and the Company shall have the right to challenge the findings and results of the Audit Report with 30 days of receipt of the Audit Report. The City Council shall review any challenge submitted by the Company and make a written determination regarding any alleged underpayment. The Company has the right to appeal the City Council's determination to an appropriate state or federal court or agency which shall have the power to review the decision of the City Council and to modify or reverse such decision as justice may require. Such appeal must be taken within thirty (30) days of delivery to the Company of the written determination by the City Council.

6.4 Payments of Franchise Fees made to the City by the Company, or remittance of amounts collected, shall be considered in addition to, and exclusive of, any and all taxes, permit fees or assessments.

6.5 Nothing in this Section 6 shall limit the authority of the City to require the payment of a fee or other assessment of any kind, by any third party, person or entity who provides services over or using the Company's System in the City for which charges are assessed to Subscribers or Users, but which charges are not received by the Company.

6.6 The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require the Company to provide within a reasonable time copies of any records maintained by the Company from the six (6) years immediately preceding such request which relate to the operation of the Company's Telecommunications System, including specifically the Company's accounting and financial records related to the Company's Telecommunications System. The City acknowledges that some of the records which may be provided by the Company may be classified as confidential and therefore may subject the Company to competitive disadvantage if made public. The City shall therefore maintain the confidentiality of any and all records provided to it by the Company which are not required to be made public pursuant to applicable Laws. If the Company designates any documents provided to the City as confidential, in the event of an open records request or similar request to the City, the City shall promptly provide the Company with notice and an opportunity contest the records request, at the Company's own cost, prior to disclosing the confidential documents.

6.7 The Company shall send all payments payable hereunder, to:

City of Brundidge, Alabama
Attn: Office of the Mayor
P.O. Box 638
Brundidge, AL 36010

SECTION 7. ACCEPTANCE

The rights and privileges granted by this Agreement shall not be effective until receipt by the City of an unconditional acceptance from the Company, in written form acceptable to the City, within thirty (30) days of the adoption of an Ordinance incorporating this Agreement by the City Council and publication or posting of said Ordinance as provided in Section 14. The Company's

acceptance shall be in writing and shall include delivery of a check in the amount of two thousand five hundred dollars ($2500.00) as an acceptance fee, along with all current payments, insurance certificates, and performance of other requirements as set forth in this Agreement that have not previously been delivered.

SECTION 8. CONFIDENTIAL INFORMATION

To the extent allowed by Alabama law, if requested in writing, each party shall preserve the other party's information obtained in the course of the Company's use of the Public Rights-of-Way hereunder as confidential, and with the same degree of care in protecting its own confidential or proprietary information, which degree of care will be in no event less than reasonable care. The obligations under this Section 8 shall survive termination of this Agreement.

SECTION 9. INDEMNIFICATION

9.1 The Company shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents, representatives, servants and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of the negligence, willful misconduct, or other fault of the Company, the Company's subcontractors, employees and agents, and connected with the Company's operations, the exercise of the authority granted under this Agreement, the breach of the Company obligations under this Agreement and/or activities hereunder. The Company shall not be required to indemnify the City for those lawsuits, claims, costs, losses, expenses (including attorney's fees and disbursements of counsel), demands, actions, liabilities, damages, judgments, settlements, disability or causes of action which arise solely from the negligence or willful misconduct on the part of the City or its officers, officials, boards, commissions, agents, representatives, servants, employees, or subcontractors.

9.2. The indemnification obligations of the Company set forth in this Agreement are not limited in any way by the amount or type of damages or compensation payable by or for the Company under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement or the terms, applicability or limitations of any insurance held by the Company.

9.3. The City does not, and shall not, waive any rights against the Company which it may have by reason of the indemnification provided for in this Agreement, because of the acceptance by the City, or the deposit with the City by the Company, of any of the insurance policies described in Section 10 of this Agreement.

9.4. The indemnification of the City by the Company provided for in this Agreement shall apply to all damages and claims for damages of any kind suffered by reason of any of the Company's operations referred to in this Agreement, regardless of whether or not any of the insurance policies described in Section 10 of this Agreement shall have been determined to be applicable to any such damages or claims for damages.

SECTION 10. INSURANCE

10.1 Prior to or on the date of Acceptance, the Company shall, at its sole expense take out and maintain during the Term of this Agreement commercial general liability insurance with a company licensed to do business in the State of Alabama with a rating by A.M. Best & Co. of not less than "A" that shall protect the Company, from claims which may arise from operations under this Agreement, whether such operations be by the Company, its officials, officers, directors, employees and agents or any subcontractors of the Company. This liability insurance shall include, but shall not be limited to, protection against claims arising from: a) bodily and personal injury and damage to property, resulting from the Company's construction, maintenance and operation of the Telecommunications System and Facilities; b) The Company's operation of vehicles, and; c) The Company's products and operations. The Company shall maintain, throughout the Term of this Agreement, as applicable: general liability, automobile liability and workers' compensation insurance insuring the Company in the minimum amounts of:

10.1.1 Commercial liability insurance insuring Company in the minimum amounts of:

10.1.1.1 One million dollars ($1,000,000) per occurrence;

10.1.1.2. One million dollars ($1,000,000) personal and advertising injury;

10.1.1.3. One million dollars ($1,000,000) general aggregate; and

10.1.1.4 One million dollars ($1,000,000) product and completed operations aggregate.

10.1.2 Automobile liability insurance insuring the Company in the minimum amount of one million dollars ($1,000,000) combined single limit.

10.2 The following endorsements shall be attached to the liability policy:

10.2.1The policy shall provide coverage on an "occurrence" basis subject to the "aggregate" limit.

10.2.2 The policy shall cover personal injury as well as bodily injury.

10.2.3 The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

10.2.4 Broad form property damage liability shall be afforded.

10.2.5 The City shall be named as an additional insured under the Company's general liability insurance policy and the automobile liability insurance policy.

10.2.6 An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

10.2.7 Standard form of cross-liability shall be afforded.

10.2.8 An endorsement stating that the policy shall not be canceled without thirty (30) days advanced written notice of such cancellation given to the City.

10.2.9 The Company shall also carry workers' compensation insurance that shall provide statutory workers' compensation coverage and employers' liability with limits of, at a minimum five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) disease-each employee, and five hundred thousand dollars ($500,000) accident, five hundred thousand dollars ($500,000) disease – policy limit.

10.2.10 The Company shall be responsible for the payment of any deductibles or self-insured retentions.

10.3 The Company shall submit to the City documentation of the required insurance, including a copy of the policy showing that the City is an additional insured, as well as all properly executed endorsements.

10.4 Nothing contained in this Agreement shall limit the Company's liability to the City to the limits of insurance certified or carried.

SECTION 11. ROW BOND

Within thirty (30) days of the Effective Date, the Company shall provide City with, and shall maintain, a ROW Bond from a surety company in the amount of Fifty Thousand Dollars ($50,000.00) and in a form reasonably acceptable to the City, as security for the faithful performance by the Company of the provisions of this Agreement.

SECTION 12. DEFAULT

12.1 Each of the following shall constitute an Event of Default by the Company:

12.1.1 Failure to make any payments to the City by the due date, as required to be made in respect to the fee set forth in Section 6.

12.1.2 Failure to maintain the required liability insurance policy, or to provide evidence of such to the City upon request.

12.1.3 Failure to provide and maintain a valid ROW Bond as provided in Section 11.

12.1.4 Any substantial breach of a material provision of any condition to use of the Public Rights-of-Way set forth herein that is not cured within thirty (30) days after written notice to the Company, except that any violations of any applicable safety or construction requirements or

regulations that present a threat to health or safety may be required to be eliminated or remedied in a shorter period of time as deemed appropriate under the circumstances by the City Clerk or designee.

12.1.5 Any persistent failure by Company to comply with any of the provisions, terms or conditions of this Agreement or with any rules, regulations, orders or other directives of the City after having received written notice of a failure to comply.

12.1.6 Any act or omission that is not in compliance with any provision of any regulatory Agreement that is not cured within thirty (30) days written notice thereof, or any violation that is not cured within the period of time following written notice thereof.

12.1.7 The condemnation by public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the Company's Facilities.

12.2 Remedies of the City. Upon the occurrence of an Event of Default, the City shall notify the Company in writing, in accordance with Subsection 15.4 of this Agreement, at least thirty (30) days before pursuing any of the following remedies:

12.2.1 Make a claim against the surety bond required by the provisions of Section 11 of this Agreement for any specified amount due to the City under Section 6 of this Agreement; provided, however, that any such claim based on an Event of Default under Subsection 12.1.1 may only be made after the thirty (30) day period described in Subsection 6.2.2 has expired.

12.2.2 Make a claim against the surety bond required by the provision of Section 11 of this Agreement for the collection of liquidated damages in an amount up to two hundred dollars ($200.00) per day or per incident.

12.2.3 Revoke the rights and privileges granted under this Agreement and require the Company to remove its Facilities from the Public Rights-of-Way; provided, however, that such remedy will not apply to an Event of Default under Subsection 12.1.1 unless the payment remains unpaid as described in Subsection 6.2.3.

12.2.4 Invoke any other remedy available by law or equity.

The Company shall be entitled, at any time during the thirty (30) day period following delivery to it of a written notice from the City, in accordance with Subsection 15.4 of this Agreement, to cure the breach with respect to which the City proposes to pursue any of the above remedies. The City shall not pursue any of the above remedies by reason of any breach that is either (i) cured or with respect to which a plan to cure reasonably acceptable to the City has been presented to the City by the Company prior to the time at which the proposed draw can be made, or (ii) with respect to which the Company have not been given notice as provided above. A claim against any surety bond pursuant to Subsections 12.2.1 and 12.2.2 shall, to the extent of such claim, constitute a credit against the amount of the applicable liability of the Company to the City.

12.3 In the case of a material default of this Agreement, declare the Agreement to be revoked in accordance with the following:

12.3.1 The City shall give written notice to the Company of its intent to revoke the franchise and terminate this Agreement on the basis of non-compliance by the Company. The notice shall set forth the exact nature of the noncompliance. The Company shall have thirty (30) days from such notice to cure the noncompliance or object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Company, it may then seek termination of this Agreement at a public meeting. The City shall cause to be served upon the Company, at least ten (10) days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

12.3.2 At the designated meeting, the City shall give the Company an opportunity to state its position on the matter, after which it shall determine whether or not this Agreement shall be terminated. The Company may appeal such determination to an appropriate state or federal court or agency which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within thirty (30) days of the issuance of the determination by the City.

12.4 Nonenforcement by City. The Company shall not be relieved of any obligations to comply with any of the provisions of this Agreement by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly stating in writing and with approval of the City Council. Any such written waiver by the City of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

SECTION 13. TAXES AND FEES

The Company, and any subcontractor of the Company, shall be fully responsible for the payment of all applicable ad valorem, property, use, and other taxes, applicable to the Company's facilities, Telecommunications System and Telecommunications Service, as well as business licenses and other fees.

SECTION 14. PUBLICATION

After adoption by the city council this Agreement shall either be (i) published in a newspaper having general circulation within the city at the earliest date for publication, or (ii) posted in designated public places, whichever is required by law and is the practice of the City for the adoption or Ordinances of a general and permanent nature. Such publication or posting shall be done by the city clerk and the expenses thereof shall be paid by the Company.

SECTION 15. MISCELLANEOUS

15.1 This Agreement, shall constitute the entire Agreement and no negotiations or discussions prior to adoption and acceptance of this Agreement shall be of any effect.

15.2 The invalidity in whole or in part of any provision shall not affect the validity of any other

provision.

15.3 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach. The laws of the State of Alabama shall govern this Agreement.

15.4 Notices shall be in writing, mailed certified with return receipt requested, effective the delivery date as shown on the return receipt, and sent to:

The Company:

Southern Light, LLC
Attn: Kelly McGriff
107 St Francis Street
Suite 1800
Mobile, AL 36602

The City:

City of Brundidge, Alabama
Attn: Mayor
P.O. Box 638
Brundidge, AL
36010

IN WITNESS WHEREOF, the Parties intending to be bound have executed this Agreement as set forth below.

CITY:

City of Brundidge, Alabama

By: Isabell Boyd

Name: Isabell Boyd

Title: Mayor, City of Brundidge

Date: 10/6/2026

COMPANY:

Southern Light, LLC

By: _____

Name: _____

Title: _____

Date: _____