

**ACCEPTANCE OF TERMS OF RESOLUTION #2011-085
ADOPTED BY THE BALDWIN COUNTY COMMISSION (“County” or “Baldwin
County”) AUTHORIZING
Telepak Networks, Inc. DBA C Spire
TO PROVIDE CABLE TELEVISION SERVICES TO RESIDENTS OF
UNINCORPORATED BALDWIN COUNTY**

THIS WRITTEN ACCEPTANCE OF COUNTY RESOLUTION #2011-085 (“Resolution,” attached hereto and incorporated herein) is made by **Telepak Networks, Inc. DBA C Spire**, a foreign corporation organized and existing under the laws of Mississippi, and qualified to do business in the State of Alabama (Business Entity ID Number 916-446, Office of Secretary of State, State of Alabama).

Recitals:

1. County adopted the Resolution on the 3rd day of May, 2011, imposing certain regulations for cable television service and competitive video service in the unincorporated areas of Baldwin County, Alabama.
2. Pursuant to the Resolution, **Telepak Networks, Inc. DBA C Spire** made application to the Commission to provide cable television services in Baldwin County.
3. On the ___ day of _____, 2020, the Commission approved the said application, subject to the filing of this written acceptance.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, **Telepak Networks, Inc. DBA C Spire** hereby represents and warrants to the Commission as follows:

Acceptance:

1. **Telepak Networks, Inc. DBA C Spire** agrees to be bound by the Resolution subject to the terms and conditions herein. **Telepak Networks, Inc. DBA C Spire** shall timely and fully perform all of the duties and obligations set forth in the Resolution, except for any and all additional or different terms as may be agreed and set out herein (“Acceptance”).
2. **Telepak Networks, Inc. DBA C Spire** agrees by this written acceptance that the Resolution and Acceptance shall become effective _____, 2020, and shall be for the term as defined in Section 8.F) of the Resolution as modified by Section 8 hereinbelow.
3. **Telepak Networks, Inc. DBA C Spire** acknowledges and agrees that it is, and shall be, subject to the regulatory authority of the County as set forth herein and in the Resolution:

(A) Bonds. **Telepak Networks, Inc. DBA C Spire** shall obtain and maintain a construction bond to the extent required under the County’s generally applicable construction permit laws for any future construction projects conducted in the public rights-of-way. Pursuant to Section 5(D)

of the Resolution, **Telepak Networks, Inc. DBA C Spire** shall not be required to obtain or maintain a performance bond, letter of credit, or other surety during the term of its agreement.

(B) Insurance. Pursuant to Section 14 of the Resolution, **Telepak Networks, Inc. DBA C Spire** shall maintain commercial general liability insurance with a minimum of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and shall name Baldwin County as an additional insured. **Telepak Networks, Inc. DBA C Spire** shall provide the County with a copy of the certificate of insurance within sixty (60) days of the date of acceptance as shown below.

4. **Telepak Networks, Inc. DBA C Spire** agrees to cooperate fully with the County and obtain from the County and any governmental agency all licenses, permits, and other authority necessary for lawful construction, operation, maintenance, and expansion of its system under the Resolution.

5. **Telepak Networks, Inc. DBA C Spire** further represents and warrants as follows:

(A) That it is a corporation duly organized, validly existing, and in good standing under the laws of Mississippi and the laws of Alabama, and has all right and authority necessary to enter into and fully perform all of the duties and obligations of the Grantee under this written acceptance and the Resolution; and

(B) That it has taken all action necessary to authorize the execution and delivery of this written acceptance and the full performance of all the duties and obligations of the Grantee under the Resolution; and

(C) That it has the legal, technical, and financial ability to construct, operate, maintain, and expand the system pursuant to the terms of the Resolution; and

(D) That this written acceptance and the Resolution are binding on **Telepak Networks, Inc. DBA C Spire** in accordance with their terms, to the extent not inconsistent with state or federal law and as otherwise provided herein.

6. **Telepak Networks, Inc. DBA C Spire** agrees that all representations, warranties, and agreements contained herein and in the Resolution, as such representations, warranties, and agreements are specifically modified by Section 8 herein, shall survive the execution of this written acceptance and shall be binding upon **Telepak Networks, Inc. DBA C Spire's** permitted successors and assigns.

7. Notwithstanding anything to the contrary, the County and **Telepak Networks, Inc. DBA C Spire** reserve all rights under federal, state, and local law.

8. The following modifications are made to the Resolution:

Section 5.B) 1. shall be modified to read as follows:

Provider agrees, unless it is financially or technically infeasible in Provider's reasonable discretion, to extend its Cable System or Competitive Video Service System to those areas where Provider receives a request for service from at least six (6) residential dwelling units per 660 feet of aerial plant as measured from Provider's existing distribution system. Such extension shall be at no cost to such subscriber other than the published standard/non-standard installation fees charged to all subscribers.

Section 5.F) shall include the following language at the beginning of the paragraph:

So long as such tests are applicable to the technology being utilized in the System,

Section 6.C) shall be modified to provide for that the reporting and payment obligations therein are quarterly, within forty-five (45) days after the end of each calendar quarter, rather than monthly.

Section 8.F) shall be modified to read as follows:

The initial term of this Agreement/Resolution shall be 10 years from the effective date.

Section 9.C) shall be modified by the addition of the following sentence at the end of that section:

The County acknowledges that due to the nature of the equipment and underground fiber installation practices of Telepak Networks, Inc. DBA C Spire, which differ substantially from this of traditional cable television service providers, compliance with 47 C.F.R. 76.309(c)(2)(i) is not practicable or required hereunder.

Section 11.A) shall be modified by the deletion of the phrase "or video-on-demand("VOD")".

Section 11.B) shall be modified by the deletion of the phrase "or VOD capacity".

Section 12. shall be modified to read as follows:

Providers offering Service must, upon written request by the Commission and only to the extent that Provider is permitted by law and/or agreement to provide services that can be viewed publicly, provide Service to each elementary and secondary school, government administrative building, fire station, police station, and public library building that is passed by Provider's Cable System or Competitive Video Service System and is within 125 feet of Provider's

distribution plant. The County recognizes that for Services provided under this Section 12 the retail value of such Services will be deducted from the Franchise fees payable under Section 6.B) of the Resolution.

Section 13. shall be modified to read as follows:

A Provider shall indemnify, save harmless, and defend the Commission and all contractors, officers, and employees thereof from and against all claims, demands, causes of action, copyright action, liability, judgments, costs and expenses or losses for injury or death to persons or damage to property owned by, and Worker’s Compensation claims against (collectively “Damages”), any parties indemnified herein, arising out of, caused by, or as a result of the Provider’s construction, lines, cable, erection, maintenance, use or presence of, or removal of any poles, wires, conduit, appurtenances thereto, or equipment or attachments thereto.

Notwithstanding the foregoing, Provider shall not be required to indemnify the Commission for any damages, liability, or claims resulting from the sole negligence or willful misconduct of the Commission, its officers, agents, employees, attorneys, consultants, independent contractors or third parties.

Telepak Networks, Inc. dba C Spire

By: _____
Name
Its:

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2020, before me, a Notary Public within and for _____ County, _____, appeared Name & Title, and that, with full authority, executed the foregoing document as his free act and deed on behalf of said corporation.

Name

Notary Public, _____, County, _____

My Commission Expires: _____

(Seal)