

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise” is between the County of Sanpete, hereinafter referred to as “Franchising Authority” and Central Telcom Services, LLC., hereinafter referred to as “Grantee.”

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Basic Cable” is the lowest priced tier of service that includes the retransmission of local broadcast television signals.
- B. “Cable Act” collectively means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996.
- C. “Cable Services” shall mean (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. “Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Public Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Cable Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in transmission of video programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; an open video system that complies with Section 653 of title VI of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility system.

- E. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- F. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System.
- G. "Franchising Authority" means the County of Sanpete, or the lawful successor, transferee, or assignee thereof.
- H. "Grantee" means Central Telcom Services, LLC, or the lawful successor, transferee, or assignee thereof.
- I. "Gross Revenues" mean any revenue received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include any fees or taxes which are imposed directly or indirectly on any Subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency.
- J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- K. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.
- L. "Service Area" means the unincorporated boundaries of Sanpete County/Franchising Authority, and shall include any additions thereto by annexation or other legal means.
- M. "Subscriber" means a Person who lawfully receives services of the Cable System with the Grantee's express permission.

SECTION 2 Grant of Franchise

2.1 **Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2 **Term.** The Franchise granted hereunder shall be for a term of twenty (20) years commencing on the effective date of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.3 **Other Permits.** Neither the Franchise, nor this Agreement relieves Grantee of the obligation to obtain permits, licenses and other approvals from Franchising Authority necessary for the construction, repair or maintenance of the System or provision of the cable system, and to pay the standard cost or charges therefore, or compliance with other codes, ordinances and permissions, relating to construction, repair or maintenance, such as compliance with necessary right-of-way permits, building permits and the like.

2.4 **Limitation on Franchise Rights.** The rights granted to Grantee herein do not include the right to (i) excavate in, occupy or use any recreational areas or other property owned by Franchising Authority other than Public Ways, or (ii) attach or locate any System facilities to or on, or otherwise utilize any of, any Franchise Authority-property or facilities or structures other than Public Ways, including without limitation light poles, towers, buildings and trees. The use of such Franchise Authority owned property or facilities by Grantee shall be considered by Franchise Authority on a case-by-case basis, and shall be subject to payment of potential additional compensation to Franchise Authority. Similarly, the rights granted herein by Franchising Authority to Grantee do not include the right to situate any System facilities on poles or other property owned by entities other than the Franchise Authority and situate in the Public Ways. It shall be the responsibility of Grantee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners of such poles or facilities, and to pay to such owns any required compensation.

SECTION 3 Standards of Service

3.1 **Conditions of Street Occupancy.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with

the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 **Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. Grantee's obligation in this subsection shall be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work. Grantee's restoration work shall start promptly but not more than 30 days from Grantee being notified of the problem in question. Upon the failure of Grantee to effect such repair or restoration, the Franchising Authority may effect the same, and Grantee shall promptly reimburse Franchising Authority for Grantee's actual, reasonable, and documented costs in connection with such repair or restoration.

3.3 **Company Duty to Relocate.**

3.3.1 The Franchising Authority may require the relocation of any System facilities for any lawful purpose, including, without limitation, the resolution of existing or anticipated conflicts of the accommodation of any conflicting uses or proposed uses of the Public Ways, regardless of whether such conflicts arise in connection with a Franchise Authority project or a project undertaken by some other person or entity, public or private. Whenever the Franchise Authority shall require the relocation of any System facilities situated within the Public Ways, it shall be the obligation of Grantee, upon notice of such requirement and written demand made of Grantee, to commence the relocation within a reasonable time, but no more than thirty (30) days after the date of notice. In the event the Franchise Authority permits for such work are required, commencement of relocation will mean a good faith application for such permits and the beginning of work promptly after issuance of the permits by the Franchising Authority. Grantee shall complete such relocation within a reasonable period of time, but no more than one-hundred-twenty (120) days from the date of permit issuance (if applicable) or the beginning of work, whichever is sooner, unless such time is extended by the Franchising Authority exercising reasonable discretion in light of the circumstances. The Franchising Authority agrees to cooperate with Grantee to provide alternate space where available, within the Public Ways, at no additional cost to Grantee.

3.3.2 Except as otherwise provided in this Section 3.2.2, any relocation required by subsection 3.3.1, shall be accomplished by Grantee at the expense of Grantee. Grantee shall not be required to pay for the relocation of System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the facilities was approved by Franchising Authority through the permitting process. In the event the relocation is required by the Franchising Authority to accommodate facilities owned by an entity other than the Franchising Authority or the Grantee, the cost and expense of such relocation shall be borne by such other entity, and the Grantee may require advance payment of such costs and expenses. Any money and all rights to reimbursement from the State of Utah or the Federal government to which the Grantee

may be entitled for work done by the Grantee pursuant to this paragraph, shall be the property of the Grantee. The Franchising Authority shall assign or otherwise transfer to Grantee all rights it may have to recover costs for such work performed by the Grantee and shall reasonably cooperate with Grantee's efforts to obtain reimbursement.

3.5.3 Upon the failure of Grantee to relocate any System facilities within a reasonable period of time in accordance with subsection 3.3.1 above, the Franchising Authority may effect such relocation, and Grantee shall promptly reimburse Franchising Authority for all actual, reasonable, and documented costs and expenses incurred by the Franchising Authority in connection with such relocation.

3.4 **Relocation at Request of Third Party.** The Grantee shall, on the request of any Person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said Person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is not given less than ten (10) business days advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. The Grantee shall reasonably compensate the Franchising Authority for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the Cable System undertaken by the Grantee. Such replacement shall satisfy any and all obligations the Grantee may have to the Franchising Authority pursuant to the terms of this Section.

3.6 **Safety Requirements.** Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Service Area.

3.7 **Duty to Underground.** As per this Agreement, it is the policy of the Franchising Authority to have lines and cables placed underground to the greatest extent reasonably practicable. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment.

- A. **Local Improvement District.** If an ordinance is passed creating a local improvement district which involves placing underground certain utilities including that of the Grantee which are then located overhead, the Grantee shall participate in such underground project and shall remove poles, cables and wires from the surface of the streets within such district and shall place them underground in conformity with the requirements of the Franchising Authority. The Grantee may include its costs of relocating facilities associated with the undergrounding project in said local improvement district if allowed under applicable law.

3.8 **Required Extensions of Service.** The Cable System, as constructed as of the date of the passage and final adoption of this Franchise, substantially complies with the material provisions hereof. Whenever the Grantee shall receive a request for service from at least fifteen (15) residences within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for Cable System extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under Section 3.9 of this Franchise.

3.9 **Subscriber Charges for Extensions of Service.** No subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than 150 feet of distance from distribution cable to connection of service to Subscribers, or a density of less than 15 residences per 1320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals fifteen (15) residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

3.10 **Service to Public Buildings.** The Grantee shall, upon request, provide without charge, one outlet of Basic Service to those Franchising Authority offices, fire stations(s), police station(s), and public school building(s) that are passed by its Cable System. The outlets of Basic Service shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds or unless the appropriate governmental entity agrees

to pay the incremental cost of such drop line in excess of 150 cable feet. If additional outlets of Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

3.11 **Emergency Use.**

- A. In accordance with the provisions of FCC Regulations Part 11, subpart D, Section 11.51(h)(1), and as such provisions may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notification (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Reg. Section 11.51.
- B. The Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and shall indemnify and hold harmless the Grantee, its employees, officers and assigns from any claims arising from use of the Cable System or the EAS equipment by the Franchising Authority, its employees, authorized representatives, or designees, including, but not limited to, reasonable attorneys' fees. Additionally, the Franchising Authority shall indemnify, save and hold harmless the Grantee against damage, loss or inappropriate use of the equipment and shall agree to use due care and to take reasonable precautions against such damage, loss or inappropriate use of the EAS equipment or other Cable System equipment which may be used during a declared emergency.

SECTION 4

Regulation by the Franchising Authority

4.1 **Franchise Fee.**

- A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenues (as defined in Section 1.1 of this Franchise) received by the Grantee from the operation of the Cable System to provide Cable Services on an annual basis; provided, however, Gross Revenues shall not include: (i) any tax, fee, or assessment of any kind imposed by the Franchising Authority or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this Section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by the Franchising Authority and the Grantee. The franchise fee payment shall be due and payable 90 days after the close of the

preceding calendar year. Each payment shall be accompanied by a brief report from a representative of the Grantee showing the basis for the computation.

- B. **Limitation on the Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be five years from the date on which payment by the Grantee is due. Unless the Franchising Authority initiates a lawsuit for recovery of such franchise fees in a court of competent jurisdiction, within five years from and after such payment due date, such recovery shall be barred and the Franchising Authority shall be estopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

4.2 **Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by applicable law.

4.3 **Renewal of Franchise.**

- A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

4.4 **Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. The Franchising Authority further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Grantee's continued operation of its Cable System during the six month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 **Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the

Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving the request for transfer, the Franchising Authority shall in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one-hundred-twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5 **Compliance and Monitoring**

5.1 **Books and Records.** The Grantee agrees that the Franchising Authority upon reasonable notice to the Grantee may review such of its books and records at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber Information in violation of Section 631 of the Cable Act.

SECTION 6 **Insurance and Indemnification**

6.1 **Insurance Requirements.** The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury, and property damage. The Grantee shall provide a Certificate of Insurance designating the Franchising Authority as an additional insured. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Franchising Authority.

6.2 **Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 7
Enforcement and Termination of Franchise

7.1 **Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 **The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (a) to respond to the Franchising Authority, contesting the assertion of non-compliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the thirty-day period, initiate reasonable steps to remedy such default and notify the franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 **Public Hearing.** In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(c) above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority which is scheduled at a time which is no less than five (5) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

7.4 **Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Grantee, including one or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth the exact nature of the non-compliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response satisfactory from the Grantee, it may then seek termination of the Franchise at a public meeting. The Franchising Authority shall cause to be served upon the Grantee, 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 request such termination.

At the designated meeting, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority “de novo” and to modify, reverse or uphold such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority’s rights under the Franchise in lieu of revocation of the Franchise.

7.5 **Technical Violations.** The parties hereby agree that it is not the Franchise Authority’s intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise or local cable ordinance, which shall include but are not limited to the following:

1. in instances or for matters where a violation or a breach by the Grantee of the Franchise or local cable ordinance was good faith error that resulted in no, or minimal, negative impact on the customers within the Service Area, or
2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise or local cable ordinance, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise or local cable ordinance.

SECTION 8 **Miscellaneous Provisions**

8.1 **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 System or provision of Video Services are merged herein and hereby superseded.

8.2 **Actions or Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.3 **Force Majeure.**

- A. The Grantee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to non-compliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado, or other catastrophic act of nature, labor disputes, governmental administrative or judicial

order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate and control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

8.4 **Equal Protection.** In the event the Franchising Authority enters into a Franchise, permit, license, authorization, or other agreement of any kind with any other Person or entity other than the Grantee to enter into a Franchising Authority's Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

8.5 **Government Records Access And Management Act.** Franchising Authority is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated, or its successor ("GRAMA"). All materials submitted to Franchising Authority by Grantee pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Grantee, and Grantee shall comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by the Franchising Authority under GRAMA. The Franchising Authority shall make reasonable efforts to notify Grantee of any requests made for disclosure of documents submitted under a claim of confidentiality. Grantee may, at Grantee's sole expense, take any appropriate actions to prevent disclosure of such material. Grantee specifically waives any claims against the Franchising Authority related to disclosure of any materials required by GRAMA.

8.6 **Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

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

Sanpete County
Sanpete County Courthouse
160 North Main Street
Manti, Utah 84642

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

Central Telcom Services, LLC
35 S State
Fairview, Utah 84629

The Franchising Authority and the Grantee may designate each other address or addresses from time to time by giving notice to the other.

8.7 **Descriptive Heading.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.8 **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

8.9 **Effective Date.** The effective date of this Franchise is May 17, 2016 pursuant to the provisions of applicable law. This Franchise shall expire on May 16, 2036, unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have hereto set their hands as of the Effective Date.



Attest: Sandy Neill
SANDY NEILL
Sanpete County Clerk

SANPETE COUNTY

Claudia Jarrett
CLAUDIA JARRETT
Chair – Sanpete County Commission

CENTRAL TELCOM, LLC

By: Robert L. Peck
Title: GENERAL MANAGER