

Franchise Agreement  
To Provide Telecommunications Services

between

*City of Fillmore, Utah*

and

*Central Telecom Services, LLC*

December 3, 2019

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## Franchise Agreement

A FRANCHISE GRANTED TO CENTRAL TELCOM SERVICES, LLC, DBA CENTRACOM INTERACTIVE (THE GRANTEE) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF FILLMORE, UTAH (THE GRANTOR) SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE

### 1. DEFINITIONS.

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein. 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. The words "shall" and "will" are mandatory and "may" is permissive. Defined terms shall be capitalized. Words not defined shall be given their common and ordinary meaning.

- A. "Basic Service" means a service tier, which includes the retransmission of local television broadcast signals.
- B. "Cable Act" means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto.
- C. "Cable Service" means: (i) the one-way transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. "Cable System," or "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 is provided to multiple subscribers within a community as defined in the Cable Act.
- E. "FCC" means the Federal Communications Commission, its designee, or any successor thereto.
- F. "Gross Revenues" shall mean all revenues from the operation of the System within the franchise area received by Grantee from Subscribers from the basic service tier of programming and for any optional tier of programming service excluding premium service, customer equipment and installation charges, disconnection and reconnection charges, revenues from advertising sales less agency fees and home shopping revenues. Gross revenues shall not include that share of fees remitted to suppliers from programming services, deposits, refunds and credits made to subscribers, bad debt, non-subscriber revenues, revenue from Subscribers designated by Grantee as payment of its franchise fee obligation, or any taxes imposed on the services furnished by Grantee herein which are imposed directly on the Subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit.
- G. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers, 8 AM to 5 PM, Monday through Friday.
- H. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- I. "Street" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court,

public sidewalk, public boulevard, public parkway, public drive and any public easement or right-of-way now or hereafter held by the Grantor which shall entitle Grantee, in accordance with this Franchise Agreement, to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a Cable System.

J. "Subscriber" means any person or entity who lawfully receives any Cable Service.

2.

#### GRANT OF AUTHORITY AND GENERAL PROVISIONS.

A. Grant of Franchise. The Grantor hereby grants to Grantee the non-exclusive right to construct, operate and maintain on the Streets, its poles, wires, cables, underground conduits, manholes and other facilities necessary for the maintenance and operation of a Cable System throughout the entire territorial area of the Grantor to provide Cable Service and other communications and information services.

B. Level Playing Field. The Grantor agrees that any grant of additional franchises or other authorizations by the Grantor to any other entity to provide video or other services similar to those provided by Grantee pursuant to this Franchise and over which the Grantor has regulatory authority shall require that service be provided for the same territorial area of the Grantor as required by this Franchise and shall not be on terms and conditions more favorable or less burdensome to the Grantee of any such additional franchise than those which are set forth herein.

C. Franchise Term. This Franchise shall be for a term of fifteen (15) years commencing on January 1, 2020 and ending December 31, 2034 ("Franchise Term"), unless otherwise lawfully terminated in accordance with the terms of this Franchise.

D. Area Covered.

1. This Franchise is granted for the entire territorial limits of the Grantor ("Franchise Area"). Grantee upon request will make service available to all residences within the territorial limits of the Grantor and any annexed territory, or additions thereto by other legal means, in the event that 1) such existing or annexed territory has a density of at least thirty (30) homes per linear strand mile of cable as measured from existing cable system plant (excluding homes subscribing to direct satellite); 2) any such residence requesting service can be provided with service by a standard installation which will be no more than one hundred twenty-five (125) feet from the existing distribution system and; (3) such existing or annexed territory is not being served by a cable television system operator other than the Grantee or its affiliates, an open video system or a satellite master antenna television system.
2. No Subscriber shall be refused services arbitrarily. For unusual circumstances, however, 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 1,320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of 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 of feet of its trunks or distribution cable, and whose denominator equals 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. CABLE COMMUNICATIONS SYSTEM.

A. System. Grantee agrees to comply with the terms set forth in this Franchise governing construction and technical requirements for maintenance of the Cable System, in addition to any other requirements specified by this Franchise and any local law or regulation generally applicable to all entities involved in construction in the Grantor's rights of way.

B. Technical Standards. The System shall be designed, constructed and operated so as to meet those technical standards promulgated by the Federal Communications Commission relating to Cable Systems contained in subpart K of part 76 of the FCC's rules and regulations as may, from time to time, be amended.

C. Emergency Alert System. Grantee will comply with the FCC's Emergency Alert System requirements throughout the Franchise Term.

4. CONSTRUCTION PROVISIONS.

A. Construction Standards.

1. All installation of electronic equipment shall be durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code as amended.

2. Antennas and their supporting structures (tower) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other generally applicable state or local laws, codes and regulations. 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 no interference with the proper use of Streets and with the rights and reasonable convenience of property owners who own property that adjoins any such Streets.

3. Grantee's Cable System and equipment, including, but not limited to, the antenna site, headend and distribution system shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and all other generally applicable state or local laws, codes, and regulations.

4. Grantee shall use and follow generally accepted techniques, procedures and methods applicable to the industry standards.

B. Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street or public property within the community and any other construction or installation work. Upon request of the Grantor, Grantee shall communicate with the Grantor or Power Department prior to construction or installation. Grantee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System provided such codes apply to all other similarly situated entities.

C. Repair of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation,

maintenance or reconstruction of the system shall be repaired by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's construction.

D. Use of Existing Poles. Grantee shall not erect, for any reason, any pole on any Street in an existing aerial utility system without the advance written approval of the Grantor, which approval shall not be unreasonably withheld. Grantee shall exercise its best efforts to negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction.

E. Undergrounding of Cable. Cable System shall be installed underground at Grantee's expense, where all existing telephone and electrical utilities are already underground. Grantee shall place cable underground in newly platted areas in concert with both the telephone and electrical utilities, to the extent Grantee is notified of such placement. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

F. Reservation of Street Rights.

1. Nothing in this Franchise shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any street; constructing, laying down, repairing, maintaining or relocating any water mains, pipes, or laterals; or constructing, maintaining, relocating, or repairing any sidewalk or other public work. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

2. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, street or any other public improvement, thirty (30) days' notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee, subject to weather and permitting delays, so that the same shall not interfere with the said public work of the Grantor, and such removal or replacement shall be at the expense of Grantee herein. At the request of Grantor, in the case of an emergency, as determined by Grantor, Grantee shall, as soon as practicably possible, but in no event to exceed five (5) days, remove or replace such poles, wires, conduits or other appliances and facilities. Should, however, any utility company or other entity be reimbursed for relocation of its facilities as part of the same work that requires Grantee to remove its facilities, Grantee shall be reimbursed upon the same terms and conditions as such utilities or other entities.

G. Reasonable Care. Nothing contained in this Franchise shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.

H. Trimming of Trees. Grantee shall have the authority, under the supervision of the Grantor, to trim trees upon and hanging over the Streets so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee; provided, however, all trimming shall be done at the expense of Grantee. The Grantee shall reasonably compensate the Grantor 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 Grantor pursuant to the terms of this Subsection (4)(H).

I. Relocation at Request of Grantor. Upon its receipt of reasonable advance notice, not to be less than thirty (30) days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Streets, or remove from the Streets, any property of the Grantee when lawfully required by the Grantor by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas, water pipes, or any other type of structures or improvements by the Grantor. Upon its receipt of notice, Grantee shall as soon as practicably possible, but not to exceed five (5) days, at its own expense, protect, support, temporarily disconnect, relocate in the Streets, or remove from the Streets, any property of the Grantee when lawfully required by the Grantor, by reason of an emergency as determined by Grantor. The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any Person using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, the Grantor shall make an application of such funds on behalf of the Grantee.

J. Relocation at Request of Third Party. The Grantee shall, on the request of any Person holding a building moving permit issued by the Grantor, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of its wires is paid by said Person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

K. Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner, using such generally accepted techniques, procedures and methods applicable to industry standards. 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 or Persons or property in the Franchise Area.

L. Down Cable Lines. The Grantee shall attach its lines to the Grantor's utility or power poles in a professional and workmanlike manner in order to minimize the amount of lines that fall or become unattached to the poles. The Grantor may bill the cost of such re-attachment to the Grantee. The Grantee is expected to promptly (within 24 hours) respond to calls of downed lines and to re-attach them securely to poles. If the Grantee establishes a pattern of slow response and re-attachment of downed cable lines, the Grantor may terminate this Franchise.

5. SERVICE PROVISIONS.

A. Programming Decisions. Grantee shall provide broad categories of programming services in accordance with the Cable Act.

B. Cable Service Connections to Schools and Grantor Facilities. Grantee, upon written request of the Grantor, provided without charge, will provide and maintain one connection for Basic Service to each elementary and secondary public school, library, and Grantor administration facility, within the geographical limits of the Grantor which is located within one hundred twenty-five (125) feet of Grantee's Cable System. Grantee will bring its connection to a specified exterior demarcation point mutually agreed upon by Grantee and such institution. Grantee will be limited to five hundred dollars (\$500.00) maximum construction cost per location.

6. CONSUMER PROTECTION AND RIGHTS OF INDIVIDUALS.

A. Customer Service Standards. Grantee will comply with the customer service standards promulgated by the FCC in accordance with the Cable Act for as long as such standards are in effect.

1. Grantee shall maintain on file with the Grantor at all times a current schedule of all rates and charges.
2. Grantee shall provide written notice of changes in rates and charges as required by state and federal regulations.

B. Cable System Office Hours and Telephone Availability.

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers 24 hours a day, seven days a week.
2. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours.
3. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee the next business day.
4. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.
5. Under normal operating conditions, each of the following five standards will be met no less than ninety-five (95) percent of the time, as measured by the Grantee on a quarterly basis:
  - a. Standard installations will be performed seven (7) business days, when possible, after an order has been placed. Standard installations are those that are located up to one hundred and twenty-five (125) feet from the existing distribution system.
  - b. Excluding conditions beyond its control, the Grantee will begin working on service interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.
  - c. The Grantee will provide appointment window alternatives for installations, service calls, and other installation activities, which will be either specific time or, at maximum, a four-hour time block during Normal Business Hours.
  - d. When possible, the Grantee shall not cancel an appointment with a Subscriber after the close of business day on the business day prior to the scheduled appointment.
  - e. When possible, if a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications Between the Grantee and Subscribers.

1. Notifications to Subscribers. The Grantee shall provide information on each of the following, in compliance with the rules and regulations of the FCC:

- a. Prices and options for services and conditions of subscription to programming and other services;
  - b. Instructions on how to use the services;
  - c. Channel positions of programming carried on the Cable System; and
  - d. Billing and complaint procedures.
2. Billing:
- a. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits.
  - b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within 30 days from receipt of the complaint.
  - c. Refund checks will be issued promptly, but no later than either (i) the Subscriber's next billing cycle following resolution of the request or 30 days, whichever is earlier, or (ii) the return of the equipment supplied by the Grantee if service is terminated.
  - d. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

D. Subscriber Complaint Practices.

1. Grantee shall maintain a publicly listed toll-free telephone number and adequate telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries. Grantee shall follow all applicable federal and state regulations in responding to complaints by customers. A complaint as used in this Franchise will mean notice by a Subscriber of a billing dispute or problem with picture quality which is not resolved during or subsequent to the initial telephone or service call.
2. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible.

E. Parental Control Option. Grantee shall make parental control devices available, at reasonable cost, to Subscribers who wish to be able to prevent certain Cable Services from entering the Subscriber's home.

F. Rights of Individuals Protected.

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers on the basis of race, color, religion, national origin, sex, or age. Grantee shall comply at all times with all other applicable federal and state laws relating to nondiscrimination.
2. Subscriber Privacy. Grantee shall comply with all privacy provisions of the Cable Act, as amended.

7. FRANCHISE FEE.

A. Grantee shall pay to the Grantor a franchise fee equal to five percent (5%) of the Grantee's Gross Revenues, as herein defined.

B. Payments due the Grantor under this provision shall be computed annually and shall be due and payable annually. Each payment shall be accompanied by a report showing the basis for the computation.

8. COMPLIANCE AND MONITORING.

A. The Grantee agrees that the Grantor, 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 nondisruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Such record 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 Grantor 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 the Cable Act.

9. INSURANCE.

A. Grantee will maintain in full force and effect for the Franchise Term, at Grantee's expense, a comprehensive liability insurance policy, with the Grantor as an additional insured, written by a company authorized to do business in the State in which the Cable System is located, protecting the Grantor against liability for loss, personal injury and property damage occasioned by the operation of the Cable System by Grantee. Such insurance will be maintained in an amount not less than \$2,000,000. Grantee will also maintain Worker's Compensation coverage throughout the term of this franchise as required by law. Evidence in the form of a certificate of insurance will be provided to the Grantor upon request.

10. INDEMNIFICATION AND HOLD HARMLESS.

A. Except for the negligent or willful conduct by Grantor or any of its employees, agents, or contractors, Grantee, as well as Grantee's successors and assigns, agree to indemnify, defend, and hold harmless Grantor, its officers, employees, agents, directors, board, representatives, successors and assigns from and against all claims, causes of action, judgments, damages, losses, liabilities and expenses (including attorney's fees, costs and expenses), which may in any way be brought against or incurred by Grantor, its officers, employees, agents, directors, board, representatives, successors and assigns for any damage to property or injury to persons that may occur from Grantee's negligent or willful conduct, including but not limited to Grantee's construction, operation, or maintenance of its Cable System.

B. Further, the Grantor will indemnify and hold Grantee harmless from any claims or causes of action arising from any negligent or willful misconduct by the Grantor, its officials, boards, commissions, agents or employees.

11.

VIOLATIONS AND REVOCATION.

A. Franchise Violations: Whenever the Grantor believes that Grantee has allegedly violated one (1) or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to either correct the violation or, if the violation cannot be corrected within the thirty (30) day period, to have commenced and be diligently pursuing corrective action. Grantee may, within ten (10) business days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to the Grantor shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.

1. The Grantor shall hear Grantee's dispute at a regularly or specially scheduled meeting, scheduled by the Grantor. Grantee shall have the right to subpoena and cross-examine witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration.
2. If after hearing the dispute the claim is upheld by the Grantor, Grantee shall have thirty (30) days from such a determination to remedy the violation.
3. The time for Grantee to correct any alleged violation may be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform, provided Grantee commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law.
4. Subject to applicable federal and state law, in the event the Grantor, after such meeting determines that the Grantee is in default of any provision of this Franchise, the Grantor may: (1) seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; (2) commence an action at law for monetary damages or seek other equitable relief, or; (3) in the case of a substantial default of a material provision of this Franchise, declare this Franchise to be revoked in accordance with the following Subsections B and C of this Section 11.

B. Franchise Revocation: In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto in accordance with the following procedures and applicable federal law, in the event that:

1. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt and Grantee's creditors or Trustee in Bankruptcy do not agree to fulfill and be bound by all requirements of this Franchise; or
2. Grantee violates a material provision of this Franchise after being notified of such violation and being given time to cure or refute the alleged violation.

C. Revocation Procedures. In the event that the Grantor determines as set forth above that Grantee has violated any material provision of the Franchise, the Grantor may make a written demand on Grantee that it remedy such violation and that continued violation may be cause for revocation. If the violation, breach, failure, refusal, or neglect is not remedied within thirty (30) days following such demand or such other period as is reasonable, the Grantor shall determine whether or not such

violation, breach, failure, refusal or neglect by Grantee is due to acts of God or other causes which result from circumstances beyond Grantee's control. Such determination shall not unreasonably be withheld.

1. A public hearing shall be held and Grantee shall be provided with an opportunity to be heard upon fourteen (14) days written notice to Grantee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the notice. Said notice shall affirmatively recite the causes that need to be shown by the Grantor to support a revocation.
2. If notice is given and, at Grantee's option, after a full public proceeding is held, the Grantor determines there is a violation, breach, failure, refusal or neglect by Grantee which is not an event of force majeure, the Grantor shall direct Grantee to correct or remedy the same within such reasonable additional time, in such manner and upon such reasonable terms and conditions as Grantor may direct.
3. If after a public hearing it is determined that Grantee's performance of any of the terms, conditions, obligations, or requirements of Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified Grantor in writing within thirty (30) days of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.
4. If, after notice is given and, at Grantee's option, a full public proceeding is held, the Grantor determines there was a violation, breach, failure, refusal or neglect which is not an event of force majeure, then the Grantor may declare, by resolution, the Franchise revoked and canceled and of no further force and effect unless there is compliance within such period as Grantor may fix, such period not to be less than thirty (30) days.
5. If the Grantor, after notice is given and, at Grantee's option, a full public proceeding is held and appeal is exhausted, declares the Franchise breached, the parties may pursue their remedies pursuant to Franchise or any other remedy, legal or equitable. Grantee may continue to operate the system until all legal appeals procedures have been exhausted.
6. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law or regulation.

12. MISCELLANEOUS PROVISIONS.

A. Compliance with Laws. Grantee and the Grantor shall comply with all expressly applicable federal laws regarding Cable Systems as they become effective, unless otherwise stated. Grantee shall also conform during the entire Franchise Term with all generally applicable laws, ordinances, rules and regulations adopted pursuant to the Grantor's lawful police powers that do not materially impair or abrogate any of the Grantee's contractual rights under this Franchise and that are not preempted by state or federal law.

B. Governing Law, Jurisdiction and Venue. This Franchise and all matters relating hereto, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.

C. Assignment. This Franchise shall not be assigned by the Grantee unless the Grantor provides its written consent to such assignment. Any assignment of this Franchise shall be upon the same terms and conditions provided herein.

D. Waiver of Default. Any waiver at any time by either the Grantor or Grantee of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Franchise, shall not be a waiver with respect to any subsequent default, right or matter.

E. Severability. If any term, condition or provision of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and the Grantor.

F. Franchise Requirement. In accordance with applicable law, from and after the acceptance of this Franchise, the Grantor shall not allow and it shall be unlawful for any person to construct, install or maintain within any street within the territorial boundaries of the Grantor, or within any other public property of the Grantor, or within any privately owned area within the territorial limits of the Grantor which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the Grantor, or the Grantor's official map or the Grantor's major thoroughfare plan, any equipment or facilities for distributing any television signals or radio signals through a system, unless a Franchise authorizing such use of such street or property or areas has first been obtained.

G. Reservation of Rights. Acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Grantor hereby acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitution laws and regulations.

H. Force Majeure. With respect to any provision of this Franchise, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon Grantee, such violation or noncompliance will be excused where such violation or noncompliance is the result of an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond Grantee's reasonable control or not reasonably foreseeable.

I. Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Franchise.

J. Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor:

City of Fillmore  
City Council  
75 West Center Street

Fillmore, UT 84631

If to Grantee: Central Telcom Services  
General Manager  
35 South State  
PO Box 7  
Fairview, UT 84629

Such addresses and phone numbers may be changed by either party upon written notice to the other party given as provided in this section.

K. Entire Agreement. This Franchise contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements oral or written. This agreement may not be modified except in writing signed by both parties.

L. Franchise Binding. This Franchise is binding on successors, assigns and transferees.

PASSED AND ADOPTED this 3<sup>rd</sup> day of December, 2019.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement.

Fillmore City:

By: Michael Dyer  
Mayor

Date: Dec 3 2019

Attest: K. W. Oster  
City Recorder

Central Telcom Services, LLC

By: [Signature]

Date: 1-3-2020