

ORDINANCE NO. 2026-13

AN ORDINANCE GRANTING A 10 YEAR NON-EXCLUSIVE FRANCHISE TO TROY CABLEVISION, INC. d/b/a C SPIRE AND ITS AFFILIATES, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SYSTEM FOR THE PURPOSES OF TRANSMISSION OF VARIOUS COMMUNICATIONS, VIDEO AND DATA SERVICES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF LOXLEY, ALABAMA

WHEREAS, TROY CABLEVISION, INC. d/b/a C SPIRE AND ITS AFFILIATES (hereinafter referred to as the “Company”) has been granted a Certificate to provide utility services in the State of Alabama by the Alabama Public Service Commission;

WHEREAS, the Company desires to provide Services, as defined below, within certain public rights-of-way within the City of Loxley, Alabama;

WHEREAS, the Company agrees and recognizes that it is required to obtain consent in the form of a franchise from the City of Loxley in order to construct, maintain, and operate the System, as defined below, within the corporate limits of the City of Loxley; and

WHEREAS, the City Council wishes to accommodate the Company’s request and grant a franchise for the construction, operation, and maintenance of the System in accordance with the terms and conditions contained herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOXLEY, ALABAMA, AS FOLLOWS:

The City Council of the City of Loxley and the Company, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of all which are hereby acknowledged, do hereby agree as follows:

AGREEMENT

This Agreement is entered into on this the 23rd day of February, 2026, by and between the City of Loxley, Alabama (hereinafter referred to as the “City”), and TROY CABLEVISION, INC. d/b/a C SPIRE AND ITS AFFILIATES (hereinafter referred to as the “Company”).

W I T N E S S E T H :

The City and the Company do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 “Services” collectively refers to, but does not necessarily include all or any of the following: (1) Video Services, which shall mean (a) the one-way transmission to Subscribers, made available to all Subscribers within the City generally, of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services typically provided by a Multi-channel Video Programming Distributor (“MVPD”), including Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, but not to include over-the-top services such as Hulu, Netflix or Sling, or other programming service(s), including without limitation, broadband services and internet access services, (b) the retransmission of local television broadcast signals to Subscribers and (c) does not include Telecommunication Services or Other Services; (2) Telecommunication Services, which means the offering of Telecommunications, including but not limited to local calling plan, for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used, but does not include Video Services or Other Services; and (3) Other Services, which means services lawfully provided by the Company within the City in addition to Telecommunications Services and Video Services including, without limitation, broadband

services, VoIP services, internet access services, private network services, voice mail, call waiting, call forwarding, and distance learning services (but excluding Video Services and Telecommunication Services).

1.2 “System” shall mean the Company’s Facilities, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Services to Subscribers within the Service Area.

1.3 “Company” means Troy Cablevision, Inc. d/b/a C Spire and its Affiliates or its agents, lawful successors, transferees, or assigns.

1.4 “Governing Body” or “City Council” means the City Council of the City of Loxley, Alabama.

1.5 “Gross Revenues” means any revenue derived by the Company from the operation of the System to provide Telecommunications Services and/or Video Services to Subscribers within Service Area, adjusted for non-payment. Gross Revenues shall include (i) Video Services fees for any of the Company’s Video Services or Video Services Tiers and (ii) Telecommunications Services fees for the Company’s local calling plan offering. Gross Revenues shall also include (i) recurring charges for Video Services, including late fees; (ii) event based charges for Video Services, including pay-per-view and video-on-demand charges; (iii) monthly recurring charges for the rental of Video Services equipment and Video Services accessories; (iv) customer service charges related to the provision of Video Services, including activation, home installation, and repair; (v) advertising revenue and home shopping commissions; (vi) administrative charges related to the provision of Video Services, including service order, service termination, disconnection and connection charges; (vii) “fee on fee” revenue; and (viii) any other fees charged due to the provision of Video Services and Telecommunications Services. However, Gross Revenues shall not include franchise fees, the FCC User Fee, any tax, fee or assessment of general applicability collected by the Company from Subscribers for pass-through to a governmental agency, any revenue received for the provision of Other Services, or any revenue specifically excluded by the FCC or any other applicable law from being the subject of a franchise fee. Gross Revenues shall also not include (i) amounts passed back to the Subscribers through retail discounts, refunds, rebates or other direct promotions; (ii) non-collectible amounts due the Company or its customers after commercially reasonable efforts are made to collect; (iii) non-operating revenues such as interest income or gain from the sale of an asset; (iv) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; (v) contributions of capital by any third party to reimburse the Company in whole or in part for the installation of the Facilities; (vi) revenues from the sale or lease of customer premises equipment and/or accessories unrelated to Video Services; and/or (vii) charges for Other Services that are aggregated and bundled with amounts billed to Subscribers (however, Gross Revenues shall still include the amount of the bulk fee attributable to Video Services and Telecommunications Services); and/or (viii) other charges unrelated to Video Services or Telecommunications Services that are aggregated or bundled with amounts billed to Subscribers. Revenue of an Affiliate should be included in the calculation of Gross Revenues to the extent the treatment of such revenue as revenue of the Affiliate has the effect (whether intentional or unintentional) of evading the payment of fees herein which would otherwise be paid for the Services.

1.6 “Facilities” means all fiber optic cable, conduit poles, wires, cable, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the System and to provide Services under this Agreement.

1.7 “FCC” means the Federal Communications Commission, or successor governmental entity, thereto.

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

1.9 “Rights-of-way” means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or location within the City which shall entitle the City and the Company to use the same for the purpose of installing, operating, repairing and maintaining the System.

1.10 “Service Area” means the present boundaries of the City and shall include any additions thereto by annexation or other legal means.

1.11 “Subscriber” means a Person who lawfully receives Services with the Company’s express permission within the Service Area.

1.12 “City” means the City of Loxley, Alabama.

1.13 “Affiliate” means an entity which, owns or controls, is owned or controlled by, or is under common ownership with Troy Cablevision, Inc. d/b/a C Spire.

1.14 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

SECTION 2. Grant of Authority. The City hereby grants to the Company the non-exclusive and limited authority to construct, install and maintain a System in and along the Rights-of-way within the Service Area.

SECTION 3. Compensation.

3.1 The Company shall pay the City a one-time fee of Seven Hundred Fifty Dollars (\$750.00) at the time it files its franchise application with the City, and shall pay the City an additional one-time fee of Seven Hundred Fifty Dollars (\$750.00) at the time the Company’s franchise application is accepted and filed in accordance with Section 22. Further, the Company shall pay the City in accordance with the following:

- A. Payment to City. When and if the Company provides Telecommunications Services to Subscribers within the City, the Company shall pay the City a franchise fee equal to five percent (5%) of the Gross Revenues received by the Company from sales of Telecommunications Services to Subscribers within the City; and when and if the Company provides Video Services to Subscribers within the City, the Company shall pay the City a franchise fee equal to five percent (5%) of the Gross Revenues received by the Company from sales of Video Services to Subscribers within the City (collectively, the “Franchise Fee”). The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the close of each quarter throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of the Company, which shows the basis for the computation of all Gross Revenues from the sale of Telecommunications Services and Video Services to Subscribers within the City during the period for which such Franchise Fee payment is made. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the lesser of one percent (1%) per month or the highest rate allowed under Alabama law for the period of delinquency. Notwithstanding the foregoing, the Franchise Fees paid pursuant to this Agreement shall replace and be paid in lieu of any business license fees normally assessed to the Company pursuant to Alabama law.
- B. Fee Verification. During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect the Company’s financial records used to calculate the City’s Franchise Fee described in Section 3.1.A above, and the right to audit and to re-compute any amounts determined to be payable under this Section at the City’s expense; provided, however, that any such audit shall take place within two (2) years from the date the City received such payment, after which period any

such payment shall be considered final. If the City believes it is owed any additional compensation from the Company, it will give the Company notice of same along with a calculation of the additional amount. The City and the Company shall work together in good faith to resolve the matter. Any additional amounts due to either the City or the Company shall be promptly paid within thirty (30) days following resolution of the payment dispute.

- C. Deposit. Further, in consideration of the grant and award to the Company of said franchise to operate in the City, the Company will pay to the City the sum of One Thousand Dollars (\$1,000.00), which said sum will be placed in an interest-bearing account. The City may, at its discretion, upon evidence of satisfactory construction progress and performance by the Company within the first year of this Agreement, refund to the Company Five Hundred Dollars (\$500.00) plus accrued interest. The remaining principal sum of Five Hundred Dollars (\$500.00) will remain paid to the City and thereafter, subject to FCC rules and regulations, shall be applied to the payment due the City of five percent (5%) of the Company's Gross Revenues (as defined in Section 1) in its first year of operation. Any balance in this fund remaining after the expiration of one (1) year from the date of this Agreement or the completion of construction of the Company's System shall be refunded to the Company. In the event said Company defaults herein, whatever is held by the City as of the date of such default shall be forfeited to the City as liquidated damages.
- D. Subject to Section 3.1.B above, initial acceptance of any fee payment shall not be deemed a waiver or release of any claims the City may have for additional sums, nor construed as an accord or agreement that the amount paid is correct.

SECTION 4. Duration and Term. The franchise granted hereunder shall be for a term of ten (10) years commencing on the effective date of this Ordinance and Agreement, unless otherwise lawfully revoked or terminated as herein provided (the "Term").

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said rights-of-way to any Person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting of this franchise and approving this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its rights-of-way by the Company or any Person or to charge reasonable compensation for such use, and the Company, by its acceptance of this franchise and Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof in ways that are not inconsistent with this Agreement by the City at any time. The Company is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers.

Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

SECTION 7. Standards of Service.

7.1 Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Company pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such rights-of-way.

7.2 Restoration of Rights-of-way. If during the course of the Company's construction, operation or maintenance of the System there occurs a disturbance of any rights-of-way by the Company, it shall, at its expense, replace and restore such rights-of-way to a condition comparable to the condition of the rights-of-way existing immediately prior to such disturbance to the reasonable satisfaction of the City. The work to be done under this Agreement, and the restoration of rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City.

7.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than ninety (90) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within ninety (90) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

7.4 Trimming of Trees and Shrubbery. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the reasonable satisfaction of the City.

7.5 Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of Persons or property in the area.

7.6 Minimum Standards. All of the construction by the Company shall conform, at a minimum, to the minimum standards of the Company. In the event there is a conflict between the standards adopted by the Company and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7 Obstructions of Rights-of-Way. Except in the case of an emergency, or with the approval of the City Engineer, no rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. The Company shall not so obstruct the rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

7.8 Safety Requirements.

- A. The Company shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.
- B. The Company shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.
- C. All structures and all lines, equipment and connections in, over, under and upon the rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

- D. The Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

7.9 Least Disruptive Technology. 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 be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Council. The City Engineer 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.

7.10 Damage to Existing Utilities. The Company agrees to comply with Alabama's 811 laws and regulations. The Company agrees that at any time during the Agreement, the Company will immediately notify the City and the appropriate utility provider if the Company, or any of its related entities, employees, agents or contractors, damages a utility line, including private service lines. If the party owning the line(s) has complied with laws and regulations related to said line(s) by properly marking said line(s) under Alabama's 811 law and regulations, or if the Company has failed to comply with Alabama's 811 law and regulations, any repairs to such utility lines and private services lines must be made immediately by the Company, and at the Company's sole expense, and shall only be made by appropriately licensed and bonded contractors.

7.11 Books and Records. The Company must keep such books and records regarding the operation of the System as are reasonably necessary to ensure the Company's compliance with the terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by the Company pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters, which may be the subject of an audit by the City shall be retained by the Company for a minimum period of three (3) years; provided it is understood that the Company only retains call records for eighteen (18) months.

7.12 Non-Discriminatory Service. The decision of when and where to construct its Facilities is within the discretion of the Company, subject to the terms of this Agreement, as is the determination of what Services to provide and where to provide them within the Service Area during the Term, so long as such determinations are not made on the basis of the income level of residents and are in compliance with all applicable laws and regulations.

7.13 Customer Service Standards. The Company shall, to the extent applicable, comply with the FCC customer services standard found at 47 C.F.R. § 76.309. The City acknowledges that due to the nature of the equipment and underground fiber installation practices of the Company, which differ substantially from those of traditional cable television service providers, compliance with 47 C.F.R. 76.309(c)(2)(i) is typically not practicable or required.

SECTION 8. Public, Education and Government Access Channel.

8.1 PEG Access Channel. At any time after the Company begins to offer Services within the City, the City may request the Company to provide the City one (1) video channel for noncommercial PEG Access use. The Company shall provide the PEG Access channel within one hundred and eighty (180) days of the City's request.

8.2 Regulation of PEG Access Channel. The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. The Company shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. The Company shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

SECTION 9. Enforcement and Termination of Agreement.

9.1 Notice of Violation. In the event the Company has not complied with the terms of this Agreement, the City shall notify the Company in writing of the nature of the alleged noncompliance.

9.2 Right to Cure or Respond. The Company shall have thirty (30) days from receipt of the notice described in Section 9.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Company, be cured within the thirty (30)-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

9.3 Public Hearing. In the event the Company fails to satisfactorily respond to the notice described in Section 9.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 9.2, or in the event the alleged default is not remedied within thirty (30) days or by the date projected pursuant to Section 9.2(c) above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City Council which is scheduled at a time not less than five (5) business days therefrom. The City shall notify the Company in writing at least five (5) business days in advance of the time and place of such meeting and provide the Company with an opportunity to be heard.

9.4 Enforcement. In the event the City Council, after such meeting, determines that the Company is in default of any provision of this Agreement, the City Council may pursue any or all of the following remedies:

- A. Seek specific performance of any provision which reasonably lends itself to such a remedy;
- B. Make a claim against any surety or performance bond which may be required to be posted;
- C. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;
- D. Seek any other available remedy permitted by law or in equity;
- E. In the case of a material default of this Agreement, terminate the Agreement in accordance with the following:
 - (1) The City Council shall give written notice to the Company of its intent to terminate the Agreement on the basis of noncompliance 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 object in writing and to state its reasons for such objection. In the event the City Council has not received a satisfactory response from the Company, it may then seek termination of this Agreement at a public meeting. The City Council 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.
 - (2) At the designated meeting, the City Council 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 the Circuit Court of Baldwin County, 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 the issuance of the determination by the City Council.
 - (3) The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Agreement in lieu of termination of the Agreement.

9.5 Impossibility of Performance. The Company shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

SECTION 10. Default. Each of the following shall constitute a material default by the Company:

- (1) Failure to make any payments to the City required to be made as set forth in this Agreement;
- (2) Failure to maintain a liability insurance policy that is not cured within thirty (30) days following written notice to the Company;
- (3) Failure to provide or furnish any information required under this Agreement to the City that is not cured within thirty (30) days following written notice to the Company;
- (4) Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice;
- (5) The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Company;
- (6) The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the Facilities; or
- (7) If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

SECTION 11. Permitting. Prior to any excavation within the rights-of-way, the Company shall obtain a permit from the City pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the rights-of-ways due to the Company's installation, removal, relocation, maintenance and repair of its System or Facilities shall be accomplished to the reasonable satisfaction of the City.

SECTION 12. No rights to Private Property. Nothing in this Agreement shall be construed expressly or impliedly to grant to the Company any rights with respect to any private property.

SECTION 13. Insurance. The Company shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person and Three Million Dollars (\$3,000,000.00) as to each occurrence, reasonably satisfactory to the City. In

addition, the Company shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on each policy, and the Company shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City.

SECTION 14. Indemnity and Hold Harmless. The Company agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Company, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of System or Facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The Company shall have no obligation to indemnify for matters that arise as a result of the failure of a Person to properly mark its utility lines as required by, or otherwise comply with, Alabama's 811 law and regulations. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Company shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages. In the event the City believes it has a claim subject to indemnification, it must promptly give the Company written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, the Company shall notify the City in writing whether it will defend such claim. If the Company assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on the City without the City's prior written consent.

SECTION 15. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Company. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 16. Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 17. Other Obligations. Obtaining a franchise pursuant to this Agreement does not relieve the Company of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Company is responsible for all work done in the rights-of-way pursuant to this Agreement, regardless of who performs the work.

SECTION 18. Payment of Costs. The Company shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or Facilities constructed when required by the City.

SECTION 19. Priority of Use. This Agreement does not establish any priority for the use of the rights-of-way by the Company or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its

powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 20. Notice. Every notice or response required by this Agreement to be served upon the City or the Company shall be in writing and shall be deemed to have been duly given to the required party three (3) 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 as follows:

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

City of Loxley, Alabama
Post Office Box 9
Loxley, Alabama 36551

With copy to: Stone Crosby, P.C.
Attn: Shawn Alves
8820 U.S. Highway 90
Daphne, Alabama 36526

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

Troy Cablevision, Inc. d/b/a C Spire
Jake Cowen, Sr. Vice President
1018 Highland Colony Parkway, Suite 330
Ridgeland, Mississippi 39157

With copy to: Charles L. McBride, Jr.
SVP-Legal & General Counsel
1018 Highland Colony Parkway, Suite 700
Ridgeland, Mississippi 39157

The City and the Company may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this Section.

SECTION 21. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance and Agreement.

SECTION 22. Acceptance. The Company's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of all payments, insurance certificates, applications, acceptance fees and performance of other requirements relating to commencement of construction as set forth in this Agreement.

SECTION 23. Assignment. The Company's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council, which consent shall not be unreasonably withheld. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership. The consent of the City Council shall not be arbitrarily refused; provided, that the proposed assignee possesses the requisite qualifications and agrees in writing to comply with all provisions of this Agreement. No such consent shall be required for a transfer as security for indebtedness of system assets by mortgage or by other hypothecation, or to an Affiliate or wholly-owned subsidiary of the Company.

SECTION 24. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the Sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 25. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule

of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 26. Governing Law. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, together with applicable federal law, without giving effect to any choice of law provisions arising thereunder.

SECTION 27. Severability Clause. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 28. Repealer Clause. Any Ordinance heretofore adopted by the City Council of the City of Loxley, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 29. Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the City and the Company, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

SECTION 30. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

ADOPTED AND APPROVED this 23rd day of February, 2026.

CITY OF LOXLEY, ALABAMA

BY: 
Richard Feal
Mayor

ATTEST:


Melissa Lawrence
City Clerk/Treasurer

CERTIFICATION

I, the undersigned qualified and acting Clerk of the City of Loxley, Alabama, do hereby certify that the above and foregoing is a true copy of an ordinance lawfully passed and adopted by the City of Loxley Council, at a regular meeting of such council, held on the 23rd day of February, 2026, and that said Ordinance is on file in the office of the City of Loxley Clerk.

I further certify that copies of the ordinance above were published by posting copies thereof in the Loxley Post Office, Loxley City Hall, Loxley Public Library, and Loxley Public Works beginning February 26, 2026, and took effect five days thereafter.


Melissa Lawrence
City Clerk/Treasurer

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Richard Teal and Melissa Lawrence whose names as Mayor and City Clerk of the City of Loxley, Alabama, a municipal corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this ____ day of _____, 2026.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

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

BY: _____

Its: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose named as _____ of TROY CABLEVISION, INC. d/b/a C SPIRE, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this ____ day of _____, 2026.

Notary Public
My Commission Expires: _____