

AN ORDINANCE GRANTING A RENEWAL FRANCHISE TO CEQUEL III COMMUNICATIONS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY DOING BUSINESS AS SUDDENLINK COMMUNICATIONS, TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE COUNTY OF UPSHUR, WEST VIRGINIA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; SUPERSEDING ALL PREVIOUS FRANCHISE ORDINANCES FOR THE COUNTY COMMISSION OF UPSHUR COUNTY

WHEREAS, the County of Upshur, after giving public notice and holding public hearings as required by West Virginia Code, Chapter 24D, Article 1, Section 1, et. seq., and the rules thereunder, has agreed to renew the existing cable franchise pursuant to the terms and provisions hereof.

NOW, THEREFORE, BE IT ORDAINED THAT:

SECTION 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the "Upshur County Cable Television Franchise Ordinance."

SECTION 2. DEFINITIONS.

2.01. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

2.02. "Basic Cable Service" shall mean the tier of service which includes the retransmission of local television broadcast signals, such other signals as are required to be carried on a basic service tier under federal or state law, and such other signals as selected by the Grantee.

2.03. "Expanded Cable Service" shall mean the analog tier of service which generally includes satellite-received cable programming that is sold as an optional addition to Basic Cable Service.

2.04. "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.

2.05. "County" is the County of Upshur, West Virginia.

2.06. "Commission" is all of the duly seated members comprising the County Commission of Upshur County, West Virginia

2.07. "Franchise" means the initial authorization, or renewal thereof, issued by County, whether such authorization is designated as a franchise, permit, license, resolution,

contract, certificate, or otherwise, which authorizes construction and operation of the System.

2.08. "Grantee" is Cequel III Communications II, LLC, a Delaware limited liability company doing business as Suddenlink Communications, and its successors, transferees or assigns, as the same are permitted by the provisions hereof.

2.09. "Gross Revenue" shall mean the revenues for the provision of Cable Service received by Grantee from Subscribers located within the Service Area. "Gross Revenues" does not include any tax, fee, or assessment of any kind imposed by Franchising Authority or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such.

2.10. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

2.11. "Public Property" shall mean any real property owned by the County other than a street.

2.12. "Public Way" means 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 Franchising Authority in the Service Area which shall entitle Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by 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 Franchising Authority and Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service over 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..

2.13 "Subscriber" means a user of the Cable System who lawfully receives Cable Service or other service therefrom with Grantee's express permission.

2.14. "System" shall mean a system of antennas, cables, wires, lines, towers, wave guides or other conductors, converters, equipment or facilities, used for distributing video programming to subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to subscribers that utilize the public right of way. Notwithstanding the definition hereof, this Franchise shall not permit the Grantee or its assigns to erect any additional towers within the current or expanded by annexation, corporate limits of the County of Upshur without the express written approval of the

County of Upshur, and then only as not prohibited pursuant to county ordinance, or state or federal law, however, such approval shall not be unreasonably withheld by the County.

2.15. "Transfer of the Franchise" means any transaction in which:

(i) a fifty percent ownership or greater interest in Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Grantee is transferred; or

(ii) the rights held by Grantee are transferred or assigned to another Person or group of Persons.

(iii) However, notwithstanding Sub-subsections (i) and (ii) above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Grantee to the parent of Grantee or to another Affiliate of Grantee; transfer of an interest in the Franchise or the rights held by the Grantee under the Franchise to the parent of Grantee or to another Affiliate of Grantee; any action which is the result of a merger of the parent of the Grantee; or any action which is the result of a merger of another Affiliate of the Grantee.

SECTION 3. GRANT OF AUTHORITY.

3.01. Grant of Franchise. The County hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct and operate a System and associated equipment to provide Cable Service and such other services that may lawfully be provided over the System, in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the County 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 System. This Franchise is an authorization to utilize the Public Ways and does not require or guarantee that Grantee shall continue to offer Cable Service in the Service Area.

3.02. Franchise Term. The renewal term of this Franchise shall be deemed to be effective on November 5, 2020 (the "Effective Date"), and shall expire five (5) years from the Effective Date on November 5, 2025, unless said franchise is sooner renewed, revoked or otherwise terminated as herein provided.

3.03. Conditions of Franchise. The rights afforded to the Grantee by Sections 3.01 and 3.02 hereof are granted subject to the conditions which are herein contained and set forth. The Grantee shall not install any cables, wires or lines comprising its system in an overhead or aboveground manner in any area where other existing utility cables, wires or lines, e.g., electrical power and/or telephone lines, have been installed in an underground manner. The Grantee's

obligation to comply with the underground installation requirements of this Section is conditioned upon these same requirements applying to all utilities and any other entities using cables, wires or lines in the area. The Grantee shall consult with the County prior to any new installation or any reinstallation or upgrading of existing cables, wires or lines, respecting the specific location and manner of such installation or reinstallation in, on, over, under, upon, across and along the Public Ways and Public Property of the County. Emergency repairs undertaken by the Grantee to the existing system may constitute an exception to the advance consultation with County officials' requirement set forth above.

3.04 Change of law. In the event the federal, state or local law, rules or regulations are amended, modified or created that have the effect of modifying the terms and conditions of this Franchise during the Franchise Term as described in Section 3.02 above, or any extension thereof, solely the Grantee has the option to terminate this Franchise upon ninety (90) days notice to the County.

SECTION 4. CONSTRUCTION PROVISIONS.

4.01. Service Area. The System, as constructed as of the date of the passage and final adoption of this Ordinance, substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever Grantee shall receive a request for service from at least twenty five (25) residential dwellings within one (1) aerial mile of its trunk or distribution point, it shall extend its System to such dwellings at no cost to for 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 System. Whenever Grantee shall receive a request for service from at least forty (40) residential dwellings within one (1) underground mile of its trunk or distribution point, it shall extend its System to such dwellings at no cost to for 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 System.

4.02. Joint Use. The Grantee shall make use of existing poles and other facilities available to the Grantee. The Grantee may erect its own poles and install its own conduit, with the approval of the County, which approval shall not be reasonably withheld. All poles and conduit installed within the County limits shall be made available for attachment or use by the Grantee, at just and reasonable rates applied to public utilities under the formula presently established in 47 U.S.C. §224.

In the case of new construction or property development where utilities are to be placed underground, the developer or property owner shall furnish the Grantee with reasonable notice of not less than thirty (30) days prior to any such construction or development, and of the particular dates upon which open trenching will be available for the Grantee's installation of its conduit, pedestals and /or vaults, and laterals, all to be provided at the Grantee's expense. The

Grantee shall also provide specifications as needed for any such trenching. Any costs of trenching and easements as may be required to bring service to the development shall be borne by the developer or property owner, unless otherwise agreed to by the Grantee.

4.03. Construction Codes and Permits. The Grantee shall obtain any and all required permits from the County before commencing any construction involving the opening or disturbance of any Public Way or Public Property. The County shall cooperate with the Grantee and use its best efforts in granting and facilitating the issuance of any permits as are required. The Grantee shall arrange and place its lines, cables and other appurtenances, on any Public Way or Public Property, in such a manner so as to cause no reasonable interference with the usual and customary use of said Public Way or Public Property by any person.

4.04. Repair of Public Ways and Public Property. Any and all Public Ways or Public Property which are disturbed or damaged during the construction, operation or maintenance of the System shall be promptly repaired by the Grantee, at the Grantee's expense and to at least as good condition as existed prior to the disturbance or damage. The Grantee shall coordinate any and all construction and repairs with personnel and/or agents designated by the County.

4.05. Trimming of Trees. The Grantee may cut or trim trees and vegetation interfering with the National Electrical Safety Code and other clearance requirements.

4.06. Movement of Facilities. In the event that it becomes necessary temporarily to move or remove any of the Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order lawfully to move a large object, vehicle, building or other structure over the Public Ways of the County, upon thirty (30) days prior notice by the County to the Grantee, the Grantee shall move at the prepaid expense of the person requesting the temporary removal, such of the facilities as may be required to facilitate such movements.

SECTION 5. TECHNICAL PROVISIONS.

5.01 Technical Requirements. The Grantee shall maintain a System that meets at least the minimum technical standard applied or required, or as may hereafter be applied or required by the Federal Communications Commission (the "FCC"). Procedures for testing the technical capacity of the System shall conform with the technical and testing standards applied to cable systems by the FCC. The results of any tests as are now required or as may hereafter be required by either the FCC or the WVPSC shall be filed promptly with the County by the Grantee upon the County's written request.

5.02 Maintenance. All lines, equipment, facilities, and other property of the Grantee located within the County shall at all times be kept and maintained by the Grantee in a safe and suitable condition and in good order and repair. The Grantee shall render efficient service, respond to all complaints promptly, make repairs promptly and interrupt service only for good cause.

5.03 Emergency Alert System. Grantee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of West Virginia, including the state rules and regulations and the current state EAS Plan in order that emergency messages may be distributed over the System.

SECTION 6. SERVICE PROVISIONS.

6.01. Free Services to Certain Public Facilities. Subject to Section 4.01 of the Franchise, and 47 C.F.R. §76.42 of the Code of Federal Rules (if applicable), the Grantee shall install at no cost to the County, and shall provide a minimum of, one (1) free connection of Basic Cable Service and Expanded Cable Service (collectively the "Free Service") to each public school located within the County. The connections shall not be used to distribute or sell Cable Service in or throughout such buildings; nor shall such outlets be located in common or public areas open to the public. Users of such outlets shall hold 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. Notwithstanding anything to the contrary set forth in this Section 6.02, Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to such buildings or premises exceeds one hundred fifty (150) cable feet, unless it is technically feasible and it will not adversely affect the operation, financial condition, or market development of the System to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of one hundred fifty (150) cable feet. In the event that additional connections are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of the connections and the additional outlets relating thereto.

6.02. Public, Educational and Governmental Use. Grantee shall designate up to three (3) channels for non-commercial Public, Educational or Governmental ("PEG") use. At least one (1) such designated channel shall be carried as part of the lowest tier of service. The Grantee shall abide by all reasonable rules and procedures adopted by the County as local franchise authority for activation of the designated PEG channels. Notwithstanding the immediately foregoing provision respecting PEG channels, and assuming that the County's waiver of the same is not clearly prohibited by law, the County may waive entitlement to receive PEG channels.

SECTION 7. RATE REGULATION.

7.01. Rate Regulation by the State of West Virginia. The West Virginia Public Service Commission ("WVPSC") presently requires such cable operator to file a schedule of its rates of service on a form and with the notice that the WVPSC may prescribe. To the extent permitted by federal law, the WVPSC shall regulate rates to insure that said rates are just and reasonable both to the public and to the cable operator, and that said rates are not

unduly discriminatory. To the extent permitted by federal law, the WVPSC shall regulate charges other than those related to rates for the provision of basic cable service to insure that they are just and reasonable and not unduly discriminatory.

SECTION 8. FRANCHISE FEE.

8.01. Franchise Fee. The Grantee shall pay to the County an annual franchise fee in the amount of five percent (5%) of its Gross Revenue from the provision of Cable Services received by Grantee within the County. Franchise fees may be passed through to subscribers as a line item on subscriber invoices, or otherwise. Any franchise agreement subsequently negotiated by the Grantee with the County Commission of Upshur County, West Virginia during this franchise term shall not be inconsistent with the annexation provision hereof.

8.02. Payment Period. Payments due to the County under this provision shall be payable quarterly within forty five (45) days of the end of each calendar quarter. Grantee may use electronic funds transfer to make any payments to the County required under this Franchise.

8.03. Franchise Fee Report. The Grantee shall submit to the County, contemporaneously with each franchise fee payment, a report showing the method by which such franchise fees were calculated.

8.04. Inspection. The County reserves the right to have an accountant or other representative of its selection examine the books and records of the Grantee, upon reasonable notice, to verify the correctness of the payment of the quarterly installments and the inclusion of revenues received from all County subscribers. Any and all accounting costs and expenses associated with this Section shall be borne by the County, unless it is determined from the County's inspection that the Grantee has underpaid the County in an amount of two percent (2%) or more of the County's franchise fees for any quarterly period as calculated upon the Grantee's Gross Revenues, in which case the Grantee shall be responsible to immediately reimburse the County for all of such reasonable accounting costs and expenses, together with payment of the adjusted franchise fee amount.

8.05. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by Grantee is due. Unless within three (3) years from and after such payment due date the County initiates a lawsuit for recovery of franchise fees in a court of competent jurisdiction, recovery shall be barred and County shall be stopped from asserting any claims whatsoever against Grantee relating to alleged franchise fee deficiencies.

SECTION 9. LOCAL OFFICE.

The Grantee at all times during the renewal term hereof shall put forth reasonable efforts to maintain an office with qualified technical and administrative staffing as exists at the outset of this franchise term, within the County or otherwise conveniently located in accordance with federal regulations, which shall be open during regular business hours, and shall have a publicly listed, toll free telephone number, so as to receive subscriber payments, complaints and requests for repairs or adjustments.

SECTION 10. REVIEW SESSION.

On or about November 1st, and on each succeeding anniversary date of the renewal term thereafter, the Grantee will, upon the County's written request, report upon (1) the technical reliability of the System; (2) the generally-accepted state of the art for systems of comparable size; (3) the need for, or economic feasibility of modifications and programming additions to the System; and (4) current and anticipated rates for the System. The County may schedule a review session to discuss such report and any proposed modifications to the System.

SECTION 11. INSURANCE AND INDEMNITY.

11.01. Indemnity. The Grantee shall save, indemnify, hold harmless and defend the County at all times during the term of this Franchise from and against all claims arising for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, and maintenance of the System.

11.02. Insurance. The Grantee shall maintain throughout the term of the Franchise, a policy of liability insurance covering the Grantee, which shall name the County in all respects as an additional or co-insured in amounts not less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards:

(1) Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person, within the limit of One Million Dollars (\$1,000,000) for bodily injury or death resulting from any one accident.

(2) Two Hundred Fifty Thousand Dollars (\$250,000) for property damage resulting from any one accident.

SECTION 12. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

12.02 Grantee's Right to Cure or Respond. Grantee shall have sixty (60) days from receipt of the notice described in Section 12.01: (a) to respond to Franchising Authority contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, to initiate reasonable steps to remedy such default and to notify Franchising Authority of the steps being taken and the projected date that they will be completed.

12.03 Public Hearing. In the event that Grantee fails to respond to the notice described in Section 12.01 pursuant to the procedures set forth in Section 12.02, or in the event that the alleged default is not remedied within one hundred twenty (120) days after Grantee is notified of the alleged default pursuant to Section 12.01, Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of Franchising Authority which is scheduled at a time which is no fewer than five (5) business days therefrom. Franchising Authority shall notify Grantee of the time and place of such meeting and provide Grantee with an opportunity to be heard.

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

- (a) Foreclose on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as Franchising Authority reasonably determines is necessary to remedy the default;
- (b) Commence an action at law for monetary damages or seek other equitable relief;
- (c) In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked; or
- (d) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of County to enforce prompt compliance.

SECTION 13. RENEWAL.

This Franchise may be renewed pursuant to the procedures prescribed by federal law and further by the West Virginia Public Service Commission (Ch. 24D, Article 1, Sect. 1 et seq., of the West Virginia Code), provided that the Grantee and the County shall in any event afford the public adequate notice and opportunity for comment.

SECTION 14. Transfer of Franchise. Subject to Section 617 of the Federal

Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the County, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the County may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Grantee in the Franchise or System in order to secure indebtedness, for any transaction in which Grantee retains the right, title or interest in the Franchise granted to it herein, or for transactions otherwise excluded under Section 2.15 above.

SECTION 15. MISCELLANEOUS.

15.01. Severability. In the event that any law, ordinance, regulation or court decision shall render any provision of this Franchise invalid, the remaining provisions of the Franchise shall nevertheless remain in full force and effect, unless the enforcement of such remaining provisions would be unconscionable or substantially oppressive to one or the other of the parties.

15.02. Force Majeure. The prevention or delay in performance of any provision of this Franchise due to circumstances beyond the control of the Grantee or the County, or Acts of God, shall not be deemed as noncompliance with, or as a violation of this Franchise. The parties expressly agree that the failure of equipment suppliers to timely deliver equipment needed for any technical additions to the existing system is a circumstance beyond the control of the Grantee.

15.03. Nonexclusive. This Franchise is nonexclusive. The County reserves the right to award additional franchises; provided, however, that the County shall not authorize or permit a cable television system to operate within the County on terms or conditions more favorable or less burdensome to such operator than those applied to the Grantee pursuant to this Franchise; and provided, that if the County authorizes or permits another cable television system to operate within the County, it shall do so on the condition that such cable television system indemnify and hold harmless the Grantee from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs including those of the Grantee, the County, and utilities, incidental to inspections, make ready, and construction of an additional cable television system in the franchise area; and provided further that the Grantee shall be designated as a third party beneficiary of such conditions as are incorporated into the authorization(s) granted to any other cable television systems.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Ways in the County, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services, the County hereby agrees that it will notify Grantee prior to the effective date of the existence of such exemption or authorization, and, upon a request from Grantee, as a matter of

law, Grantee's Franchise will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such person(s) on a competitively neutral basis.

15.04. Entire Agreement. This Ordinance and all attachments hereto, represent the entire understanding and agreement by and between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties and can be amended, supplemented, modified or changed only by a written agreement executed by both parties, which makes specific reference to this Franchise and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

15.05. Laws Governing. This Franchise shall be governed by and construed in accordance with the applicable laws of the State of West Virginia, and particularly the provisions of the West Virginia Public Service Commission (Ch. 24D, Ali. 1, Sect. 1, et seq., of the West Virginia Code), and which provisions are expressly incorporated and embodied herein, and this Franchise shall be governed by and construed in accordance with applicable federal law.

15.06. Descriptive Headings. 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.

15.07. Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon County or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to County shall be addressed as follows:

Upshur County Commission
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201
Attention: County Administrator

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

Altice USA, Inc.
1 Court Square, West
Long Island Town, NY 11101
Attention: Vice President, Government Affairs

With a copy to:

Cequel III Communications II, LLC
c/o Altice USA, Inc.
1 Court Square, West
Long Island Town, NY 11101
Attention: Legal Department

Franchising Authority and Grantee may designate such other address or addresses from time to time by giving written notice to the other party.

Notwithstanding anything herein to the contrary, regulatory notices from Grantee to the County which are required pursuant to state and federal laws and regulations may be served electronically upon the County, instead of by mail as described above, to an email address provided by the County.

15.08 Effective Date. This Ordinance and Franchise shall be effective upon November 5, 2020, and acceptance shall be evidenced by the Grantee's and County's execution of this document.

Passed and adopted this 5th day of November, 2020, subject to applicable federal, state and local law.

UPSHUR COUNTY COMMISSION, WEST VIRGINIA

By: 
Terry B. Cutright, Commission President



County Clerk

Accepted this _____ day of _____, 2020, subject to applicable federal, state and local law.

CEQUEL III COMMUNICATIONS II, LLC
DBA SUDDENLINK COMMUNICATIONS

By: _____

Pat Hayes, Senior Vice President, Government
Affairs