
Right-of-Way Agreement

To Provide Services

between

THE CITY OF STOCKBRIDGE, GEORGIA

and

HENRY COUNTY BROADBAND, LLC

May 13, 2013

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 -- GRANT OF AUTHORITY	2
SECTION 2 -- THE SYSTEM	2
SECTION 3 -- SERVICE OBLIGATIONS	3
SECTION 4 -- FEES AND CHARGES	4
SECTION 5 -- CONSUMER PROTECTION AND CUSTOMER SERVICE; SUBSCRIBER BILLS; AND PRIVACY PROTECTION	5
SECTION 6 -- OVERSIGHT AND REGULATION	7
SECTION 7 -- RESTRICTIONS AGAINST ASSIGNMENTS AND OTHER TRANSFERS	9
SECTION 8 -- SPECIFIC RIGHTS AND REMEDIES	10
SECTION 9 -- INSURANCE AND INDEMNITY	14
SECTION 10 -- MISCELLANEOUS	15

APPENDICES

- A Defined Terms
- B General Requirements for Work on the System

AGREEMENT

This ***AGREEMENT***, executed as of the 13th day of May, 2013 (the "Effective Date"), by and between **The City of Stockbridge, Georgia** (hereinafter referred to as the "City"), and **Henry County Broadband, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Georgia, whose principal place of business is located at 15 Lake Street, Suite 270, Savannah, Georgia 31411 (hereinafter referred to as the "Service Provider"). For purposes of this Agreement, unless otherwise defined in this Agreement the capitalized terms, phrases, words, and their derivations shall have the meanings set forth in Appendix A.

WITNESSETH:

In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Right-of-Way Access. The City hereby grants a nonexclusive right to Service Provider to occupy and use the Streets within the Service Area in order to construct, operate, maintain, upgrade, repair and remove the System to provide Services through the System, subject to the terms and conditions of this Agreement. The Services to be provided by the Company do not require federal, state, or local authorization. If required, the Company shall obtain authorization to the extent such authorization is required pursuant to applicable federal, state or local law, regulation or ordinance. This Agreement shall not be construed to authorize the license or lease to any Person or entity of the right to occupy or use the public rights-of-way for the conduct of any private business unless such Person or entity has obtained a right-of-way agreement from the City for such use.

1.2 Term of Agreement. The Agreement shall commence upon the Effective Date and shall expire twenty-five (25) years from the Effective Date, unless the Agreement is renewed or the Agreement is sooner terminated pursuant to this Agreement by the revocation of the rights granted under the Agreement as provided in Section 8. Upon termination of the Agreement, all rights of the Company in the Agreement shall cease, and the rights of the City and the Company to the System, or any part thereof, shall be determined as provided in Section 9.

1.3 Renewal. This Agreement shall automatically renew unless notice of termination for cause is provided by the City or the Company six (6) months prior to the expiration date.

1.4 Reservation of City. Nothing in this Agreement shall (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as

a waiver of any codes or ordinances of the City or of the City's right to require the Company or any Person utilizing the System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the City in and to the Streets. In the event that all or part of the Streets within the Service Area are eliminated, discontinued and closed, the Agreement shall cease with respect to such Streets upon the effective date of the final action of the City with respect thereto.

SECTION 2 THE SYSTEM

2.1 The System and Its Operations

2.1.1 General Obligation. The Company shall construct, operate, maintain, and upgrade the System as provided in this Agreement.

2.1.2 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the System in accordance with the standards of the FCC in effect from time to time.

2.2 Requirements With Respect to Work on the System

2.2.1 General Requirements. The Company shall comply with the terms set forth in Appendix B in connection with all work involved in the construction, operation, maintenance, repair, upgrade, and removal of the System, in addition to any other requirements or procedures reasonably specified by the City. All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined by the City or any other agency or authority of competent jurisdiction that any part of the System, including, without limitation, any means used to provide the Services over or within the System, is harmful to the health or safety of any Person, then the Company shall, at its own cost and expense, promptly correct all such conditions.

2.2.2 No Liability to Company or Affiliated Persons. Neither the City nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Company or any Affiliated Person for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration, or relocation of any part of the System by or on behalf of the Company or the City in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Street, or the elimination, discontinuation, and closing of any Street, as provided in this Agreement. The foregoing provision freeing the City from liability pursuant to this section shall not apply to damages caused by violation of Chapter 25-9 of the Official Code of Georgia Annotated, relating to notification prior to excavation near underground utilities, as now or hereafter amended.

SECTION 3 SERVICE OBLIGATIONS

3.1 Service to Persons. The Company or any Affiliated Person shall make Services distributed over the System available to Persons as deemed feasible by the Company.

3.2 No Discrimination. Neither the Company nor any Affiliated Person shall discriminate or permit discrimination between or among any Persons in the availability of Services. It shall be the right of all Persons served by the Company to receive continuously all available Services insofar as their financial and other obligations to the Company are satisfied.

SECTION 4 FEES AND CHARGES

4.1 Prohibition Against Discrimination in Fees and Charges. Except to the extent otherwise expressly permitted by applicable law, (i) neither the Company nor any Affiliated Person shall discriminate or permit discrimination between or among any Persons in the rates, terms and conditions for any Service, except as set forth below; and (ii) the Company shall provide Service to each unit at the same rates charged to all other units. The foregoing requirements shall not prevent (to the extent expressly permitted by applicable law the use of: (i) different charges for different categories of customers; (ii) short term sales promotions and other short term discounts or reduced charges; or (iii) bulk rate arrangements.

SECTION 5 CONSUMER PROTECTION AND CUSTOMER SERVICE; SUBSCRIBER BILLS; AND PRIVACY PROTECTION

5.1 Customer Service and Consumer Protection Standards

5.1.1 Company To Comply With Standards provided Under FCC Rules. The Company shall comply in all respects with the requirements set forth and established by the FCC.

5.2 Subscriber Bills

5.2.2 Bill Format Generally. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to customers, and in a way that (i) is not misleading, (ii) does not omit material information, and (iii) does not mischaracterize any information. The Company may itemize costs on Subscriber bills, to the extent permitted by FCC's rules.

5.3 Privacy Protection

5.3.2 Company To Protect Privacy. The Company shall protect all Persons against invasions of privacy and shall comply with applicable law, including, without limitation, FCC regulations adopted pursuant thereto.

5.3.3 Company To Provide Certain Information To City. The Company shall cooperate with the City so as to ensure the City's ability to enforce the terms and conditions of this Agreement to the maximum extent permitted by applicable law.

SECTION 6 OVERSIGHT AND REGULATION

6.1 City's Right of Oversight. The City shall have the right to periodically inspect the construction and maintenance of the System, and all parts thereof, in accordance with the provisions of this Agreement and applicable law, including the City's police power.

6.2 Reports. At the request of the City, the Company shall promptly submit to the City such information as the City may request regarding the Company, its compliance with any term or condition of this Agreement, with respect to the System.

6.3 City's Rights of Inspection

6.3.1 Right of Inspection -- General. Upon notice to the Company, the City, or its designated representatives, shall have the right to inspect and examine the System, including facilities and equipment thereof.

6.3.2 Treatment of Proprietary Information. Access by the City to information covered by this section shall not be denied by the Company on grounds that such documents, records or information are alleged by the Company to contain proprietary information, provided that this requirement shall not be deemed to constitute a waiver of the Company's right to assert that the proprietary information contained in such documents, records or other information, should not be disclosed and to withhold such information upon the agreement of the City. If the Responsible City Official concurs with the Company's assertion regarding the proprietary nature of such information, the City will not disclose such information to any Person, unless required by applicable law or order of governmental authority. If the Responsible City Official does not concur with such assertion, then the Company may appeal such decision to the appropriate individuals or bodies within the City in accordance with applicable laws and procedures. If the City does not concur with the Company's assertion, or if the Company does not appeal, then the Company shall promptly provide such documents, including the alleged proprietary portion thereof, to the City, provided that the Company shall not be required to provide the proprietary portion thereof during the pendency of any court challenge to such provision.

6.3.3 City May Conduct Compliance Audit and Hearings. The City may

conduct a full compliance audit and hold public hearings at any time during the term of the Agreement, provided it gives the Company written notice ten (10) days in advance of the commencement of such audits and associated hearings.

SECTION 7 RESTRICTIONS AGAINST ASSIGNMENTS AND OTHER TRANSFERS

7.1 Transfer of Agreement or Interest Therein. Neither the Company nor any other Person may transfer the Agreement or any of the Company's rights or obligations in or regarding the System or the Agreement without the prior written consent of the City which consent shall not be unreasonably withheld nor unreasonably delayed.

7.2 Transfer of Control. No change in Control of the Company, the System or the Agreement shall occur after the Effective Date, by act of the Company or any Affiliated Person, by act of any Person holding Control of the Company, the System or the Agreement, by operation of law, or otherwise, without the prior written consent of the City and the City's consent shall not be unreasonably withheld nor unreasonably delayed.

7.3 Procedures. Any request for approval shall be handled by the City in accordance with its customary rules and procedures. The City shall have 120 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as the City may reasonably request.

SECTION 8 SPECIFIC RIGHTS AND REMEDIES

8.1 Not Exclusive. The Company agrees that the City shall have the specific rights and remedies set forth in this Section 8. These rights and remedies are in addition to any and all other rights or remedies, now or hereafter available to the City to enforce the provisions of this Agreement, and will not be deemed waived by the exercise of any other right or remedy. The exercise of any such right or remedy by the City shall not release the Company from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by the Company.

8.2 Events of Default

8.2.1 Grounds. The Company agrees that an Event of Default shall include, but shall not be limited to, any of the following acts or failures to act by the Company or any Affiliated Person:

- (i) Any substantial failure to comply with any material provision of this

Agreement that is not cured within thirty (30) days after notice pursuant to this Section 8;

(ii) The occurrence of any event which may reasonably lead to the foreclosure or other similar judicial or nonjudicial sale of all or any material part of the System;

(iii) The condemnation by a public authority other than the City, or sale or dedication under threat or in lieu of condemnation, of all or any part of the System, the effect of which would materially frustrate or impede the ability of the Company to carry out its obligations, and the purposes of this Agreement;

(iv) In the event that the Company shall suspend or discontinue its business;

(v) If there shall occur any denial, forfeiture or revocation by any federal, state or local governmental authority of any authorization required by law or the expiration without renewal of any such authorization, and such events either individually or in the aggregate, materially jeopardize or could reasonably be expected to materially jeopardize the System or its operation;

(vi) A persistent failure by the Company, its Affiliated Persons or its Guarantor(s), as applicable, to comply with any of the provisions, terms or conditions of this Agreement or with any rules, regulations, orders or other directives of the City after having received notice of a failure to comply; or

(vii) The Company fails to comply with any of the actions described in Sections 7.1 and 7.2, which require prior express written consent of the City.

8.2.2 City Action Upon Occurrence of Event of Default. Upon the occurrence of an Event of Default, then, in accordance with the procedures provided in Section 8.2.3, the City may, at any time during the term of this Agreement:

(i) Require the Company to take such actions as the City deems reasonably appropriate in the circumstances; and/or

(ii) Revoke the Agreement by termination of this Agreement pursuant to this Section 8.

8.2.3 Breach Procedures. The City shall exercise the rights provided in Section 8.2.2 in accordance with the procedures set forth below:

(i) The Responsible City Official shall notify the Company, in writing, of an alleged Event of Default, which notice shall specify the alleged Event of Default with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the Responsible City Official may specify in such notice, either cure such alleged Event of Default or, in a written response to the Responsible City Official, either present facts and

arguments in refutation or excuse of such alleged Event of Default or state that such alleged Event of Default will be cured and set forth the method and time schedule for accomplishing such cure.

(ii) The Responsible City Official shall determine (A) whether an Event of Default has occurred; (B) whether such Event of Default is excusable; and (C) whether such Event of Default has been cured or will be cured by the Company.

(iii) If the Responsible City Official determines that an Event of Default has occurred and that such Event of Default is not excusable and has not been or will not be cured by the Company in a manner and in accordance with a schedule reasonably satisfactory to the Responsible City Official, then the Responsible City Official shall prepare a written report which may recommend the action to be taken by the City's governing body. The City shall provide notice and a copy of such report to the Company. In the event that the City's governing body determines that such Event of Default has not occurred, or that such Event of Default either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City's governing body, or that such Event of Default is excusable, such determination shall conclude the investigation.

(iv) If the City's governing body determines that such Event of Default has occurred, and that such Event of Default has not been and will not be cured in a manner and in accordance with a schedule reasonably satisfactory to the City's governing body, and that such Event of Default is not excusable, then the City may take any of the actions provided in Section 8.2.2.

8.3 Termination. In the event of any termination of this Agreement, whether by expiration, revocation or otherwise, the City may: (i) direct the Company to cooperate with the City or third party in maintaining continuity in the distribution of Services to customers over the System for a period of up to three (3) months or (ii) order the Company to cease all construction and operational activities in a prompt and workmanlike manner.

8.4 City's Right To Order Removal or To Acquire or Effect a Transfer of the System

8.4.1 Removal. In addition to its rights under Section 8.3, upon any termination, the City may issue a removal order directing the Company to remove, at the Company's sole cost and expense, all or any portion of the System from all Streets and other public or nonpublic property within the Service Area, subject to the following:

(i) in removing the System, or any part thereof, the Company shall, at its own expense, refill and compact any excavation it makes, and shall leave the Streets and other property, including utility cables, wires and attachments, in as good condition as that prevailing prior to the Company's removal of the System;

(ii) the indemnity provisions of this Agreement shall remain in full force and effect during the period in which the System is being removed and the associated repairs

to the Streets and other property are being made; and

(iii) if in the reasonable judgment of the City, the Company fails to substantially complete removal, including repair of the Streets and other property within twelve (12) months of the City's issuance of a removal order, the City shall have the right to: (A) authorize removal of the System, at the Company's cost, by another Person; and (B) declare that all rights, title and interest to the System belong to the City, including any portion of the System not designated for removal, without compensation to the Company. The Company shall execute and deliver such documents as the City may request, to evidence such ownership by the City.

Notwithstanding the foregoing, the Company may dispose of any portion of the System not designated by the City for removal during such twelve (12) month period, provided, however, that if the Company fails to complete the removal of the portion(s) of the System designated for removal by the City within such period, then all such portion(s) of the System not disposed of and all amounts collected for any portion(s) of the System disposed of by the Company during such period shall belong to the City, with no price due to the Company.

8.4.2 Acquisition or Transfer. Upon any termination and as an alternative to ordering removal of the System, the City may acquire ownership of the System or effect a transfer of ownership to a third party.

8.4.3 Price. The price to be paid to the Company upon an acquisition or transfer by the City shall be at Fair Market Value.

8.5 Company's Obligations. In the event of any acquisition, transfer or Abandonment pursuant to this Section, the Company shall promptly supply the City or third Person as designated by the City with all records necessary to reflect the change in ownership and to operate and maintain the System.

SECTION 9 INSURANCE AND INDEMNITY

9.1 Insurance

9.1.1 Specifications. (a) Liability Insurance. Throughout the term of this Agreement, the Company shall, at its own cost and expense, maintain a liability insurance policy or policies that are in an acceptable form to the City, together with evidence acceptable to the City demonstrating that the premiums for said policy or policies have been paid. Such policy or policies shall be issued by companies duly licensed to do business in the State of Georgia and acceptable to the City. Such companies must carry a rating by Best of not less than "A". Such policy or policies shall insure (i) the Company and (ii) the City and its officers, boards, commissions,

councils, elected officials, agents and employees (through appropriate endorsements if necessary) against each and every form of liability of the Company referred to in this Agreement in the minimum combined amount of One Million Dollars (\$1,000,000) for bodily injury and property damage. The foregoing minimum limitation shall not prohibit the Company from obtaining a liability insurance policy or policies in excess of such limitations, provided that the City, its officers, boards, commissions, councils, elected officials, agents and employees shall be named as additional insureds to the full extent of any limitation contained in any such policy or policies obtained by the Company.

(b) Workers' Compensation. The Company shall ensure its compliance with the Georgia Workers' Compensation Act and in that regard shall secure insurance to cover its obligations with respect to workers' compensation claims, or take other appropriate steps, which insurance and steps shall be in form and substance reasonably satisfactory to the City. The Company shall indemnify and hold harmless the City from any workers' compensation claims to which the Company may become subject during the term of this Agreement.

9.1.2 Maintenance. The liability insurance policies required by this Section 9.1.1 shall be maintained by the Company throughout the term of this Agreement and such other period of time during which the Company operates or is engaged in the removal of the System. Each such liability insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the City, by registered mail, of a written notice of such intent to cancel or not to renew." Within sixty (60) days after receipt by the City of said notice, and in no event later than thirty (30) days prior to said cancellation, the Company shall obtain and furnish to the City replacement insurance policies in a form reasonably acceptable to the City.

9.1.3 Liability Not Limited. The legal liability of the Company and any Affiliated Person to the City and any Person for any of the matters which are the subject of the liability insurance policies required by this Section 9.1, including, without limitation, the Company's indemnification obligations set forth in this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by the Company.

9.2 Liability and Indemnity

9.2.1 No Liability for Damages. The City, its officers, employees, agents, attorneys, consultants and independent contractors shall have no liability to the Company, arising from the grant, renewal, transfer, or amendment of this Agreement. Any relief to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

9.2.2 Indemnification of the City. The Company and each Affiliated Person shall: (i) defend, indemnify, and hold harmless the City, its officers, employees, agents, attorneys,

consultants and independent contractors from and against all liabilities, special, incidental, consequential, punitive, and all other damage, cost, and expense (including reasonable attorneys' fees) arising out of or in connection with: (a) this Agreement; (b) the construction, operation, maintenance, repair, upgrade or removal of, or any other action or event with respect to, the System or any activity or function associated with the production or distribution of any Service over the System; or (c) the distribution of any Service over the System; and (ii) cooperate with the City, by providing such nonfinancial assistance as may be requested by the City, in connection with any claim arising out of or in connection with the selection of Service Providers for, or the negotiation or award of, this Agreement.

SECTION 10 MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by other federal laws, state laws, and all applicable local laws, ordinances, and regulations.

10.2 Appendices. The Appendices to this Agreement, attached hereto, and all portions thereof and exhibits thereto, are, except as otherwise specified in such Appendices, incorporated herein by reference and expressly made a part of this Agreement.

10.3. Nonexclusive Agreement. The Agreement is nonexclusive. Nothing in this Agreement shall affect the right of the City to grant to any Person, or to itself, consent, or right to occupy and use the Streets, or any part thereof, for the construction, operation, or maintenance of all or any part of a System within the Service Area or for any other purpose.

10.4 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company acknowledges the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledges it will not assert in any manner at any time or in any forum that this Agreement, or the processes and procedures pursuant to which this Agreement was entered into and the Agreement was granted, are not consistent with the applicable law in existence on the Effective Date.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the City and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the City and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the City or the Company. All ordinances or parts of ordinances or other agreements between the Company and the City that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.7.4 Cable Service. The parties agree that under this Agreement the Company does not intend to provide Cable Service or Telecommunications Service and the Company shall not have nor will it seek state or federal authorization to provide such services. The Company represents that the Services and the System referenced herein are, and will be, in compliance with all federal and state laws which might apply to said Services and System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Agreement, the Company agrees that it will maintain all of the material properties, assets and equipment of the System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the City or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in Section 8 of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section 8 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the City under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent contractor and not as an agent of the City.

10.13 Governing Law. This Agreement shall be deemed to be executed in the City of Stockbridge, in the State of Georgia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that State.

10.14 Survival. All representations and warranties contained in this Agreement shall survive the term of the Agreement.

10.15 Claims Under Agreement. The City and the Company, agree that any and all claims asserted by or against the City arising under this Agreement or related thereto shall be heard and determined either in a court of the United States ("Federal Court") located in Georgia or in a court of the State of Georgia of appropriate jurisdiction. To effectuate this Agreement and intent, the Company agrees that if the City initiates any action against the Company in Federal Court or in a Georgia court, service of process may be made on the Company either in person, wherever such Company may be found, or by registered mail addressed to the Company at its office in the Service Area as required by this Agreement, or to such other address as the Company may provide to the City in writing.

10.16 Modification. Except as otherwise provided in this Agreement, any Appendix to this Agreement, or applicable law, no provision of this Agreement nor any Appendix to this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Company, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

10.17 Police Power The City expressly reserves the right to exercise the full scope of its municipal powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety and welfare of the citizens of Stockbridge.

IN WITNESS WHEREOF, the party of the first part, by its Authorized Representative, thereunto duly authorized by the City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

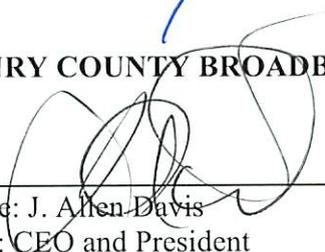
THE CITY OF STOCKBRIDGE, GEORGIA

By 
Name: Mark A. Alarcon
Title: Mayor

(Seal)

Attest:

HENRY COUNTY BROADBAND, LLC

By 
Name: J. Allen Davis
Title: CEO and President

(Seal)

Attest:

APPENDIX A

DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"Abandonment" means: (i) the cessation, by act or failure to act of the Company of the provision of all, or substantially all, of the Services then being provided over the System to customers or the City for twenty-four (24) or more consecutive hours, except if due to an event beyond the control of the Company; or (ii) the completion of any action described in Section 7.1 or 7.2 of the Agreement without the prior written consent of the City.

"Affiliated Person" means each Person having, directly or indirectly, a Controlling Interest in the Company and each Person, directly or indirectly, Controlling, Controlled by, or under common Control with the Company.

"Agreement" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"System" means a system which provides broadband services and other services to end user customers.

"Company" means **Henry County Broadband, LLC**, a limited liability company, duly organized and validly existing under the laws of the State of Georgia, whose principal place of business is located at 15 Lake Street, Suite 270, Savannah, Georgia 31411.

"Control" or **"Controlling Interest"** means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments, or negative control, as the case may be, of the System, the Agreement or the Company.

"Customer" means any Person lawfully receiving any Service provided by the Company by means of or in connection with the System.

"City" means the City of Stockbridge of the State of Georgia, or, as appropriate in the case of specific provisions of this Agreement, authority, agency, commission, department of, or any other entity of or acting on behalf of the City of Stockbridge of the State of Georgia, or any officer, official, employee, or agent thereof, any designee of any of the foregoing, or any successor thereto.

"FCC" means the Federal Communications Commission, its designee, or any successor thereto.

"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, but shall not mean the City.

"Responsible City Official" means the body, organization or official to whom the applicable rights or obligations have been delegated by the City pursuant to applicable law.

"Services" means broadband **high-speed transmission services** as defined by the FCC, which allows users to access the Internet and Internet-related services at significantly higher speeds, including the provision of any equipment and any installation of equipment or facilities and monthly use thereof, whether originated by the Company or any other Person, which is offered to any Person in conjunction with, or distributed over, the System.

"Service Area" means the corporate limits of the **City of Stockbridge, Georgia**, including any areas annexed by the City during the term of the Agreement.

"Signal" means any transmission of energy or of optical information.

"Streets" means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds and public places or waters within and belonging to the City and any other property within the Service Area to the extent to which there exist public easements or public rights of way.

"System" means the system which is to be constructed, operated, maintained and upgraded, as necessary, by the Company pursuant to this Agreement, including, without limitation, all real property, all tangible and intangible personal property, buildings, offices, furniture, cables, amplifiers and all other electronic devices used in connection therewith and all rights, contracts and understandings with regard to any matter related thereto.

APPENDIX B

GENERAL REQUIREMENTS FOR WORK ON THE SYSTEM

Licenses and Permits

The Company shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, repair or upgrade the System, or any part thereof, prior to commencement of any such activity.

New Grades or Lines

If the grades or lines of any Street within the Service Area are changed at any time during the term of the Agreement, then the Company shall, at its own cost and expense and upon the request of the City, protect or promptly alter or relocate the System, or any part thereof, so as to conform with such new grades or lines. In the event that the Company refuses or neglects to so protect, alter, or relocate all or part of the System, the City shall have the right to break through, remove, alter, or relocate all or any part of the System without any liability to the Company and the Company shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.

Protect Structures

In connection with the construction, operation, maintenance, repair, upgrade, or removal of the System, the Company shall, at its own cost and expense, protect any and all existing structures belonging to the City and all designated landmarks. The Company shall obtain the prior approval of the City before altering any water main, sewerage or drainage system, or any other municipal structure in the Streets required because of the presence of the System in the Streets. Any such alteration shall be made by the Company, at its sole cost and expense, and in a manner prescribed by the City. The Company agrees that it shall be liable, at its own cost and expense, to replace or repair and restore to serviceable condition, in a manner as may be specified by the City, any Street or any municipal structure involved in the construction, operation, maintenance, repair, upgrade or removal of the System that may become disturbed or damaged as a result of any work thereon by or on behalf of the Company pursuant to the Agreement.

No Obstruction

In connection with the construction, operation, maintenance, repair, upgrade, or removal of the System, the Company shall not obstruct the Streets, subways, railways, passenger travel, river navigation, or other traffic to, from, or within the Service Area without the prior consent of the appropriate authorities.

Movement of Wires

The Company shall, upon prior written notice by the City or any Person holding a permit to move any structure, temporarily move its wires to permit the moving of said structure. The Company may impose a reasonable charge on any Person other than the City for any such movement of its wires.

Safety Precautions

The Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, watchmen, and suitable and sufficient lighting.

Moving Wires

The City may, at any time, in case of fire, disaster, or other emergency, as determined by the City, in its sole discretion, cut or move any of the wires, cables, amplifiers, appliances, or other parts of the System, in which event the City shall not incur any liability to the Company, any Affiliated Person or any other Person. When possible, the Company shall be consulted prior to any such cutting or movement of its wires and be given the opportunity to perform such work itself. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the System shall be borne by the Company.