ACCEPTANCE OF TERMS OF RESOLUTION #2011-085 ADOPTED BY THE BALDWIN COUNTY COMMISSION ("County" or "Baldwin County") AUTHORIZING BRIGHT HOUSE NETWORKS, LLC TO PROVIDE CABLE TELEVISION SERVICES TO RESIDENTS OF UNINCORPORATED BALDWIN COUNTY

THIS WRITTEN ACCEPTANCE OF COUNTY RESOLUTION #2011-085 ("Resolution," attached hereto and incorporated herein) is made by Bright House Networks, LLC, a limited liability company organized and existing under the laws of Delaware, and qualified to do business in the State of Alabama.

Recitals:

1. County adopted the Resolution on the 3rd day of May, 2011, imposing certain regulations for cable television service and competitive video service in the unincorporated areas of Baldwin County, Alabama.

2. Pursuant to the Resolution, Bright House Networks, LLC made application to the Commission, to provide cable television services in Baldwin County.

3. On the 3rd day of May, 2011, the Commission approved the said application, subject to the filing of this written acceptance.

NOW, THEREFORE, pursuant to the terms and requirements of the Resolution, Bright House Networks, LLC hereby represents and warrants to the Commission as follows:

Acceptance:

1. Bright House Networks, LLC agrees to be bound by the Resolution subject to the terms and conditions herein. Bright House Networks, LLC shall timely and fully perform all of the duties and obligations set forth in the Resolution, except for any and all additional or different terms as may be agreed and set out herein ("Acceptance").

2. Bright House Networks, LLC agrees by this written acceptance that the Resolution and Acceptance shall supersede its previous Agreement which expired on May 3, 2011.

3. Bright House Networks, LLC acknowledges and agrees that it is, and shall be, subject to the regulatory authority of the County as set forth herein and in the Resolution:

(i) Bonds. Bright House Networks, LLC shall obtain and maintain a construction bond to the extent required under the County's generally applicable construction permit laws for any future construction projects conducted in the public rights-of-way. Pursuant to Section 5(D) of the Resolution, Bright House Networks, LLC shall not be required to obtain or maintain a performance bond, letter of credit, or other surety during the term of its agreement.

(ii) Insurance. Pursuant to Section 14 of the Resolution, Bright House Networks, LLC shall maintain commercial general liability insurance with a minimum of One Million Dollars ($1,000,000) for bodily injury and property damage per occurrence and Two Million Dollars ($2,000,000) in the aggregate, and shall name Baldwin County as an additional insured.

Bright House Networks shall provide the County with a copy of the certificate of insurance within sixty (60) days of the date of acceptance as shown below.

4. Bright House Networks, LLC agrees to cooperate fully with the County and obtain from the County and any governmental agency all licenses, permits, and other authority necessary for lawful construction, operation, maintenance, and expansion of its system under the Resolution.

5. Bright House Networks, LLC further represents and warrants as follows:

A. That it is a corporation duly organized, validly existing, and in good standing under the laws of Delaware, and has all right and authority necessary to enter into and fully perform all of the duties and obligations of the Grantee under this written acceptance and the Resolution; and

B. That it has taken all action necessary to authorize the execution and delivery of this written acceptance and the full performance of all the duties and obligations of the Grantee under the Resolution; and

C. That it has the legal, technical, and financial ability to construct, operate, maintain, and expand the system pursuant to the terms of the Resolution; and

D. That this written acceptance and the Resolution are binding on Bright House Networks, LLC in accordance with their terms, to the extent not inconsistent with state or federal law and as otherwise provided herein.

6. Bright House Networks, LLC agrees that all representations, warranties, and agreements contained herein and in the Resolution shall survive the execution of this written acceptance and shall be binding upon Bright House Networks, LLC's permitted successors and assigns.

7. Notwithstanding anything to the contrary, the County and Bright House Networks, LLC reserve all rights under federal, state, and local law.

By Karen Broach
KAREN BROACH
Its: Division President, Birmingham Division

STATE OF ALABAMA
COUNTY OF Jefferson

On this 17th day of May, 2011, before me, a Notary Public within and for Jefferson County, appeared KAREN BROACH, who stated that she was the Division President, Birmingham Division of Bright House Networks, LLC a corporation, and that she executed the foregoing document as her free act and deed on behalf of said corporation.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Nikki Nasua
Name

(Seal)

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION #2011-085
OF THE
BALDWIN COUNTY COMMISSION

RESOLUTION ADOPTING REGULATIONS FOR CABLE TELEVISION SERVICE AND COMPETITIVE VIDEO SERVICE IN THE UNINCORPORATED AREAS OF BALDWIN COUNTY, ALABAMA

WHEREAS, Alabama Code Section 11-27-1 (1975) authorizes the Baldwin County Commission (Commission) to grant franchises to cable television providers utilizing public rights of way within the unincorporated areas of Baldwin County, Alabama; and

WHEREAS, the Commission is also empowered to promulgate reasonable rules and regulations for such providers; and

WHEREAS, the Commission adopted such rules pursuant to Resolution #98-56, as amended by Resolution #2006-33; and

WHEREAS, since the adoption of such rules a number of telecommunications providers have utilized technology which enables them to provide video services to their customers; and

WHEREAS, the Federal Communications Commission has adopted a franchising order imposing certain requirements on local governments to ensure a competitive environment for providers of video services, whether delivered over a traditional cable system or utilizing Internet protocol or other technology; and

WHEREAS, the Commission desires to adopt this new Resolution #2011-085 ("Resolution") to include and address these changes, and, further, to rescind the aforesaid prior Resolutions #98-56 and #2006-33 but without limiting, altering, or otherwise affecting in any manner any agreement or franchise executed prior to the adoption of this Resolution; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, AS FOLLOWS:

Regulations Governing Video and Cable Services

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1. Title

These regulations shall be known and may be cited as the Baldwin County Cable Service and Competitive Video Service Regulations.

2. Definitions

A) *Affiliate* means another Person who owns or controls, is owned or controlled by, or is under common ownership or control of such Person.

B) *Agreement* means either a Cable Franchise or Competitive Video Service Agreement.

C) *Applicable Law* means such local, state and federal laws and rules as may govern the construction, operation and maintenance of a Cable or Competitive Video System.

D) *Basic Cable* means the definition provided in 47 U.S.C. 522 (3), as amended.

E) *Cable Provider* means any Person or group of Persons (1) who provides Cable Service over a Cable System and directly or through one or more Affiliates owns

a significant interest in such Cable System, or (2) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

F) *Cable Service* means (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

G) *Cable System* means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (i) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves subscribers without using any Public Right-of-Way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System, other than for purposes of 42 U.S.C. § 541 (c), to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with 42 U.S.C. § 573; (v) any facilities of any electric utility used solely for operating its electric utility system; or (vi) the facilities of a Competitive Video Service Provider under this Chapter.

H) *Commission* means the Baldwin County Commission as the duly elected governing body of Baldwin County, Alabama.

I) *Competitive Video Service* means video programming provided by a Competitive Video Service Provider and provided through wireline facilities located at least in part in the public rights-of-way without regard to delivering technology, including internet protocol technology. This definition does not include video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

J) *Competitive Video Service Agreement* means an Agreement executed by the Commission and a Competitive Video Service Provider pursuant to this Resolution.

K) *Competitive Video Service Provider* means an entity providing video services pursuant to an Agreement with the Commission.

L) *Competitive Video Service System* means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Competitive Video Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (i) a facility that serves only to

retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves subscribers without using any Public Right-of-Way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System, other than for purposes of 42 U.S.C. § 541 (c), to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with 42 U.S.C. § 573; (v) any facilities of any electric utility used solely for operating its electric utility system.

M) *Franchise* means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546), issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or Competitive Video Service.

N) *Franchise Agreement* means the agreement executed by the Franchising Authority and a Provider pursuant to this Chapter and includes Competitive Video Service Agreements.

O) *Franchising Authority* means the Baldwin County Commission.

P) *Gross Revenues* means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by the Provider from the provision of Service within the Service Area.

1. Included Items: Subject to paragraph (2), the term "Gross Revenues" shall include the following:

    a. All charges and fees paid by subscribers for the provision of Service, including fees attributable to Service when sold individually or as part of a package or bundle, or functionally integrated, with services other than the Service; and

    b. All revenue derived from the Provider's Service pursuant to compensation arrangements for advertising sales and home shopping (including Home Shopping Network and any comparable shopping from home network) sales attributable to the local service area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Provider may make to advertisers) shall not be netted against advertising revenue included in Gross Revenues. The allocation of advertising and home shopping compensation shall be based on the number of subscribers in the County divided by the total number of

subscribers in relation to the relevant region or national compensation arrangement; and

c. All revenue collected by the Provider arising from or attributable to the provision of Service by the Provider within the County including, but not limited to: fees charged Subscribers for any basic, optional, premium, per-channel or per-program service; franchise fees; installation and re-connection fees; converter rentals and/or sales; late or administrative fees; and any upgrade, downgrade or other change-in-service fees; prorata advertising revenues; prorata revenues from home shopping commissions; and any prorata value (at retail price levels) of any non-monetary remuneration received by the Provider in consideration of the performance of advertising or any other service of the system, including fees attributable to Service when sold individually or as part of a package or bundle, or functionally integrated, with services other that the Service.

2. For the purposes of this Chapter, the term "Gross Revenues" shall not include the following:

a. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt; and

b. Refunds, rebates, credits or discounts to subscribers or the Commission to the extent not already offset by clause 2. a. and to the extent such refund, rebate, credit, or discount is attributable to the Service; and

c. Any revenues received by the Provider or its Affiliates from the provision of any services or capabilities other than the Service, including, but not limited to telecommunications services, information services, Internet access services, and digital or VoIP telephone service.

d. Any revenues received by the Provider or its Affiliates for the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing; and

e. Any requirements or charges for managing the public rights-of-way with respect to a Franchise or Competitive Video Service Agreement under this Chapter, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; and

f. Any amounts attributable to the provision of Service to customers at no charge, including the provision or such Service to the public institutions without charge; and

g. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a Federal, State, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes and utility user taxes; and

h. Any forgone revenue from the provision of Service at no charge to any Person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in Gross Revenue; and

i. Sales of capital assets or surplus equipment; and

j. Reimbursement by programmers of marketing costs actually incurred by the Provider operator for the introduction of new programming; and

k. The sale of Services for resale to the extent the purchaser certifies in writing that it will resell the Service and pay a fee to the Commission with respect hereto.

3. In the case of Service that may be bundled with other services of the Provider, the portion of the Provider's revenues that shall be included in Gross Revenues shall be that amount attributable to the Service as reflected on the books and records of Provider kept in the regular course of business in accordance with generally accepted accounting principles and Federal Communications Commission rules, regulations, standards, and orders, as applicable.

4. Revenue of an Affiliate shall 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 Service.

Q) *Person* means an individual, partnership, association, joint stock company, trust, corporation or limited liability entity.

R) *Provider* means either a Cable Provider or a Competitive Video Service Provider.

S) *Public Right-of-Way* means any County street, alley, water or public right-of-way dedicated or commonly used for utility purposes, including utility easements wherein the County has acquired the right and authority to locate or permit the

location of utilities consistent with a Provider's facilities. "Public Right-of-Way" shall not include any real or personal County property that is not specifically described in the previous sentence, and shall not include County buildings, or other structures or improvements, regardless of whether they are situated in the public right-of-way.

T) *Service* means either a Cable Service or Competitive Video Service.

U) *Service Area* means the unincorporated area of Baldwin County, Alabama.

3. Grant of Authority

A) In accordance with this Resolution and upon executing a Franchise Agreement, a Provider is authorized to occupy or use the Public Right-of-Ways within the service area to construct, operate, maintain, repair, and upgrade existing facilities and install new facilities for the purpose of providing Cable Service within the Service Area.

B) In accordance with this Resolution and upon executing a Competitive Video Service Agreement, a Competitive Video Service Provider is authorized to occupy or use the Public Right-of-Ways within the service area to construct, operate, maintain, repair, and upgrade existing facilities and install new facilities for the purpose of providing Competitive Video Service within the Service Area.

C) A Provider must comply with state and federal law and agree in its respective Franchise Agreement or Competitive Video Service Agreement to comply with any applicable requirements set forth in this Resolution, including, but not limited to compliance with and receipt of such permits, licenses, and legal authorizations as may be required by the Commission. This Resolution neither authorizes the Provider to use the Public Rights-of-Way for purposes of providing any other service, nor prohibits the Provider from doing so. The Provider's authority to provide non-cable service shall be subject to Applicable Law. No privilege or power of eminent domain is bestowed by this Resolution.

4. Level Playing Field

Any incumbent Provider providing Cable Service or Competitive Video Service in the unincorporated areas of Baldwin County on the effective date of this Resolution may immediately opt out of its existing Agreement with the Commission and enter into a new Agreement under Section 3.

5. Service and Technical Standards; Bonding

A) A Provider shall design its System, and construct and maintain its System to have the capability to pass every dwelling unit within the Service Area, or such other

areas designated in the Agreement, subject to the extension provisions in this Section.

B) A Provider will extend its Service in accordance with the following service extension formula:

1. Provider agrees to extend its Cable System or Competitive Video Service System to those areas where Provider receives a request for service from at least six (6) residential dwelling units per 660 feet of aerial plant as measured from Provider's existing distribution system. Such extension shall be at no cost to such subscriber other than the published standard/non-standard installation fees charged to all subscribers.

2. Provider shall have the right, but not the obligation, to extend its System into any portion of the Service Area where another Provider is providing Service, into any annexed area which is not contiguous to the present Service Area, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

C) A Provider shall designate a responsible contact person including a telephone number available seven (7) days a week, twenty-four (24) hours a day, with whom representatives of the Commission can communicate on all matters relating to system installation, construction, operation, and maintenance.

D) Providers shall procure and maintain bonding in such amounts and terms as the Commission deems appropriate, taking into account the number of subscribers and impact of the system on the rights of way.

E) A Provider shall include a description of the broad categories of programming and services to be provided in its Agreement with the Commission.

F) A Provider is responsible for insuring that its system is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the County shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but have no authority, pursuant to federal law, to enforce compliance with such standards.

6. Fees For Operation of Cable Service and Competitive Video Service

A) Application Fee. Any Provider seeking an Agreement for the first time, shall pay a non-refundable application fee in the amount of five thousand dollars ($5,000.00) by cashier's check, certified check or money order payable to the Commission.

B) As compensation for rights granted under this Resolution, Providers shall pay to the Commission a fee of five percent (5%) of the Provider's Gross Revenues subject to the terms of its Agreement.

C) The Provider shall file with the Commission on such form as prescribed by the Commission within thirty (30) days after the end of each monthly period a report of the Gross Revenues in the Service Area during the preceding monthly period, and shall, at the same time, pay to the Commission a sum equal to five percent (5%) of the Gross Revenues for the said monthly period. In the event that any payment is not made on such date, interest on such payment shall apply from such date at the rate of twelve percent (12%) per annum. If the Provider's Agreement should be terminated or forfeited prior to the end of any monthly period, the Provider shall submit to the Commission within twenty (20) days of such termination or forfeiture the report and payment required by this Subsection.

D) The Commission shall have the right to audit and to recompute any amounts determined to be payable in satisfaction of the fees set forth in this Section. Any additional amount due the Commission as a result of the audit shall be paid by Provider within thirty (30) days after the Provider receives a written notice from the Commission. The notice which the Commission sends to Provider shall include a copy of the audit report.

E) In the event that payment of any fee set forth in this Section, which has been recomputed pursuant to Subsection (C) above is not made on or before the expiration of thirty (30) days following written notice by the Commission, Provider shall be charged and shall pay, in addition to the amount due, interest on the amount due in accordance with Section 6 (C) above.

F) Any fee payable by a Provider shall be reduced dollar for dollar by any telecommunications, messages or similar taxes levied by the Commission on the Provider or its customers with respect to the Services and paid by or through the Provider to the Commission.

7. Right-of-Way Provisions

Providers operating Cable Systems and Competitive Video Service Providers providing Competitive Video Service in the unincorporated areas of Baldwin County shall abide by any applicable Right-of-Way construction standards as established, from time to time, by the Commission and/or the County Engineer.

8. Franchise To Operate Systems in the Unincorporated Areas of the County

A) No Person shall offer to subscribers a Cable Service or Competitive Video Service within the service area except pursuant to this Resolution. A Provider, however, that has not elected under Section 4 to enter into an Agreement under Section 3 may continue to provide Service under its existing Agreement until the expiration of such agreement.

B) All Agreements granted pursuant to this Resolution shall be nonexclusive. The Commission reserves the right to issue as many Agreements as it deems advisable in the public interest.

C) The Agreements shall take effect and will be in force from and after the earliest period allowed by law, and upon the filing by the Provider with the Commission of its acceptance, in writing, of each and all of the terms and provisions of the Agreement; provided, however, if the Provider shall fail to file such written acceptance within thirty days after the adoption of the agreement by the Commission, then the Agreement shall be null and void.

D) If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, or in conflict with rules and regulations of the Federal Communications Commission, then such portion shall be deemed a separate, distinct and independent provision of this Resolution, and such holding shall not affect the validity of the remaining portions thereof.

E) Any Agreement executed pursuant to this Resolution may be revoked after a full due process hearing by a simple majority vote of the Commission for violation of a material provision of this Resolution, after giving the Provider ninety (90) days notice in writing of intention to revoke such agreement, unless such violation is corrected during the period of notice.

F) The term of each Agreement shall be five years from effective date.

G) All renewals shall be in accordance with federal and other Applicable Law.

9. Service Rates to Subscribers; Customer Service

A) The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

B) An up-to-date written copy of all the Provider's rates, rules, regulations and policies having to do with subscriber service must be made available to subscribers at the time of connection or reconnection to the Service or at any time upon request, and provided to the County upon request. Such information may be made available to subscribers on the Provider's Web site.

C) Providers shall comply with the FCC's customer service standards, as amended.

10. Scope

A) This Resolution authorizes the use of the Public Right-of-Way for the provision of Cable Service and Competitive Video Service in the Service Area, but it does not take the place of any construction permit that may be required. The County Engineer shall be deemed to have given approval to any permit application if Provider does not receive any response within forty-five (45) days of the permit application submission date.

B) It shall be the responsibility of the Provider to obtain any and all such permits under any other present for future provision of law that is applicable generally to Providers.

Failure of the Provider to obtain and conform to the material provisions of any and all such franchises, licenses, or permits, and to make prescribed payments if required as a condition of their issuance, shall be considered a violation of this Resolution and the Provider's Agreement.

C) Neither the Franchising Authority nor the Provider shall be held in default under, or in noncompliance with, the provisions of this Resolution, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Franchising Authority or Provider to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Provider's System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Commission's intention to subject a Provider to penalties, forfeitures or revocation of its Agreement for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and

hardship to the Provider which outweigh the benefit to be derived by the County and/or Subscribers.

D) Both parties hereby reserve any constitutional or legal right which either party may have or may subsequently be determined to have, either by subsequent legislation or court decisions. Both parties acknowledge that each party reserves all of their respective rights under applicable Federal and State Constitutions and laws. Provider agrees to comply with any lawful action or applicable requirements of the Commission in the exercise of such rights and powers which either have been or shall be enacted or established subsequent to the granting of an Agreement.

11. Public and Community Benefits

A) A Provider shall designate a sufficient amount of digital or video-on-demand ("VOD") capacity on its network to allow for the provision of a comparable number of one (1) public, channel for educational and, or governmental ("PEG") use, channel(s), or hours of programming, at the Commission's discretion, as further specified in any Agreement.

B) Any programming made available under this Section shall be solely for noncommercial public, educational and governmental purposes and the content, production, and delivery of which shall be the sole responsibility of the Commission. Provider's only obligation shall be the provision of one (1) digital channel or VOD capacity.

C) Upon written request by the Commission, a Provider agrees to discuss in good faith the interconnection of PEG channel(s) with an adjacent Cable System or Competitive Video Service System. .

D) A Provider shall comply with the FCC's Emergency Alert System (EAS) requirements, as amended, throughout the term of its Agreement.

12. Service to Public Schools and Public Buildings

Providers offering Service must, upon written request by the Commission, provide one free installation and free monthly Basic Cable Service to one outlet to each public elementary and secondary school, government administrative building, fire station, police station, and public library building that is passed by Providers' Cable System or Competitive Video Service System and is within 125 feet of Provider's distribution plant. Each such Provider shall have the responsibility to offer one free installation and one free monthly Basic Cable Service to such buildings.

13. Indemnification

A Provider shall indemnify, save harmless, and defend the Commission and all contractors, officers, and employees thereof from and against all claims, demands, causes of action, copyright action, liability, judgments, costs and expenses or losses for injury or death to persons or damage to property owned by, and Worker's Compensation claims against any parties indemnified herein, arising out of, caused by, or as a result of the Provider's construction, lines, cable, erection, maintenance, use or presence of, or removal of any poles, wires, conduit, appurtenances thereto, or equipment or attachments thereto.

14. Insurance

A Provider shall comply with the insurance requirements as provided for in its Franchise Agreement.

15. Assignment

A) A Provider may not assign or transfer its Agreement or any interest therein, without the prior written consent of the Commission, which consent shall not be unreasonably withheld.

B) A change in the actual working control of the Provider shall be considered a "transfer" and shall not take place without the prior written consent of the Commission.

C) Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of the Provider in the Agreement or the system in order to secure indebtedness.

D) Any request for consent to a transfer of its Agreement or change in control of the Provider shall be handled by the Commission in accordance with Applicable Law.

E) In the event of a transfer of an Agreement, the transferee or assignee must agree, in writing, to be bound by the terms of the Agreement subject to Applicable Law.

16. Effective Date.

This Resolution shall take effect on May 3, 2011.

17. Rescission; Effect on Existing Agreements

Resolution #98-56 and Resolution #2006-33 are hereby rescinded; provided, however, that neither this Resolution nor the adoption thereof shall limit, alter or otherwise affect in any manner any agreement or franchise executed prior to the adoption of this Resolution. It is the

intent of the Commission that any and all Franchises or Agreements that existed prior to the adoption of this Resolution shall remain valid and enforceable in accordance with their terms.

By: _____
FRANK BURT, JR., Chairman
Baldwin County Commission

ATTEST:

_____
DAVID A. Z. BREWER, Interim and Acting County Administrator
Baldwin County Commission