

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this 1st day of August 2017, by and between the City of Florence, KY, a political subdivision of the Commonwealth of Kentucky (hereinafter "Florence"), and Level 3 Communications LLC (hereinafter "Level 3").

WITNESSETH:

WHEREAS, by Ordinance No. O-19-16 Florence created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of Florence; and

WHEREAS, Florence offered at bid a telecommunication franchise pursuant to Ordinance No. O-19-16; and

WHEREAS, by Resolution No. R-8-17, Florence accepted the bid of Level 3 to acquire said franchise; and

WHEREAS, Florence and Level 3 have entered into this Franchise Agreement to memorialize the grant by Florence to Level 3 of said franchise subject to the terms and conditions reflected in Ordinance No. O-19-16.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Florence and Level 3 hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Ordinance No. O-19-16, which is attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.
2. Resolution No. R-8-17, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

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3. Florence has granted unto Level 3 a non-exclusive franchise for a telecommunications system within the confines of Florence, KY, for a term of ten (10) years, subject to the provisions of the Ordinance No. O-19-16.

4. The franchise memorialized in this Franchise Agreement shall commence August 15, 2017, and shall expire as provided in the terms and provisions of Ordinance No. O-19-16.

5. Level 3 does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Franchise Agreement, and further to faithfully perform all acts required of it pursuant to said franchise.

6. This Franchise Agreement memorializes the agreement between the parties contained and embodied in the Ordinance No. O-19-16 and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

IN WITNESS WHEREOF, Florence and Level 3 have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

[Signatures on following page]

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City of Florence, KY

BY: Diane E. Whalen
Diane Whalen
Mayor

Level 3 Communications LLC

BY: Steve C. [Signature]
SENIOR DIRECTOR

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