

AN ORDINANCE OF THE CITY OF SOUTHAVEN, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE AND RIGHT TO USE AND OCCUPY PUBLIC RIGHTS OF WAY TO TELEPAK NETWORKS, INC. IN THE CITY OF SOUTHAVEN

WHEREAS, the City of Southaven (“City”) is the owner of certain Rights-of-Way (as hereinafter defined) located along streets within the City, and the City is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a telecommunications system within the City; and

WHEREAS, Telepak Networks, Inc. (“Telepak”) is a Mississippi corporation which obtained a certificate of public convenience and necessity to provide telecommunications services in Mississippi on October 14, 1999, in Mississippi Public Service Commission Docket No. 99-UA-621; and

WHEREAS, Telepak is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 99-UA-621, and a portion of these facilities will be located within the city limits of City; and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants public utilities such as Telepak the authority to construct telecommunications facilities along and across public highways and streets; and

WHEREAS, Sections 21-27-3, 21-27-5, and 77-9-713 of the Mississippi Code of 1972, as amended, gives City the authority to reasonably regulate the manner in which such telecommunications facilities shall be constructed and maintained along and within the Rights-of-Way; and

WHEREAS, the City does hereby find and adjudicate that the incorporated proposal of Telepak for the operation of telecommunications facilities in the City is in the best interest of the citizens of the City and that the following Agreement (as hereinafter defined) is reasonable and in the best interests of the City; and

WHEREAS, the City is authorized under the provisions of Sections 21-27-1 and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SOUTHAVEN, MISSISSIPPI AS FOLLOWS:

TELECOMMUNICATIONS FRANCHISE AND RIGHTS-OF-WAY USE AGREEMENT

BETWEEN

THE CITY OF SOUTHAVEN, MISSISSIPPI

AND

TELEPAK NETWORKS, INC.

The City and Telepak enter into this Telecommunications Franchise and Rights-of-Way Use Agreement (“Agreement”) as of _____, 2016 (the “Agreement Date”). City and Telepak are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

A. Telepak has applied for a franchise from the City for the purposes of laying, constructing, maintaining, replacing, repairing, and operating a Telecommunications System (as defined herein) which may be used to provide Telecommunications Services (as defined herein), Video Services (as defined herein), and/or Other Services (as defined herein) to customers located in the City as determined by Telepak.

B. Telepak has provided the Mayor and Board of Aldermen with a franchise proposal, which the City, its representatives and Telepak have discussed.

C. The Board of Aldermen, after evaluating Telepak’s final proposal in the form of this Agreement, and after hearing the comments of interested parties, has determined that Telepak has the financial, legal, and technical ability to fulfill the obligations under this Agreement. The City has further determined that it will serve the public interest to grant Telepak a franchise and use of the Public Ways on the terms and conditions of this Agreement.

Based on the above understanding, the Parties enter into this Agreement.

AGREEMENT

1. **Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

(a) “Facilities” means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes,

supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services under this Agreement.

(b) “Franchise” means an initial authorization or renewal issued by the City whether such authorization is designed as an agreement, franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes the construction and operation of the Telecommunications System.

(c) “Gross Revenues” means any revenue derived by Telepak from the operation of the Telecommunications System to provide Telecommunications Services and Video Services to Subscribers in the Service Area, adjusted for non-payment. Gross Revenues shall include, but not be limited to, all Telecommunications Services fees, Video Services fees, late fees, installation and reconnection fees, upgrade and downgrade fees, converter rental fees, lockout device fees, and all other fees and charges unless otherwise specifically provided herein. The term Gross Revenues shall not include any taxes on any Services furnished by Telepak or franchise fees imposed by any municipality, state, or other governmental unit and collected by Telepak for such governmental unit.

(d) “Other Services” means services lawfully provided by Telepak in the City in addition to Telecommunications Services and Video Services including, without limitation, private network services, voice mail, call waiting, call forwarding, distance learning services, broadband services, and internet access services.

(e) “Person” shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.

(f) “Public Way” or “Right-of-Way” shall mean the surface of and the space above and below, any public street, highway, bridge, alley, sidewalk, easement or other public rights-of-way, including, without limitation, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses held by the City in the Service Area.

(g) “Services” collectively refers to Other Services, Telecommunications Services, and Video Services.

(h) “Service Area” means the areas of the City where Subscribers are reasonably accessible from the distribution network of the Telecommunications System.

(i) “Subscriber” means a Person who lawfully receives Services with Telepak’s express permission.

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

(k) “Telecommunications Services” means the offering of Telecommunications for a fee directly to the public or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(l) “Telecommunications System” means Telepak’s Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

(m) “Telepak” means Telepak Networks, Inc., or its lawful successor or assigns.

(n) “Video Services” means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station), or other programming service.

2. **Grant.** City grants Telepak the non-exclusive right and license to construct and operate a Telecommunications System in the Rights-of-Way. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Rights-of-Way.

3. **Term.** The license and franchise granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the “Initial Term”). At the end of the Initial Term this Agreement shall automatically renew for up to three (3) successive five (5) year terms (each a “Renewal Term”) unless either Party gives the other Party advance written notice of its intent to terminate or renegotiate this Agreement at least one (1) year prior to the end of the Initial Term or any applicable Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the “Term.”

4. **Installation of Facilities.** Telepak agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on, or through any portion of the Rights-of-Way:

(a) Telepak shall hold a pre-construction meeting with City at least five (5) days prior to beginning any new construction to advise City of its planned activities.

(b) Telepak agrees to supply the City with digital drawings of its construction plans five (5) days prior to any new construction and digital as-built drawings within six (6) months of the completion of the construction. Final drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties. City understands that the maps/drawings of Telepak’s facilities are considered to be Confidential Information and a trade secret of Telepak under Mississippi law. As such City agrees to use its best efforts to comply with the provisions of Section 11(m) with respect to the disclosure of Telepak’s maps/drawings.

(c) Telepak agrees to “white-line” their locates as required by Mississippi’s 811 law and regulations.

(d) Telepak lines, where possible, shall be located a minimum of 48” deep and have at least a 12” separation vertically and 24” separation horizontally from all City utility lines, including gas lines, water lines, and sewer lines.

(e) Telepak agrees, where possible, to stay three (3) feet away, measured horizontally, from power poles.

(f) Telepak or Telepak’s contractor will request locates and City shall provide locates of its facilities as required by Mississippi’s 811 law and regulations including emergency locates. Telepak hand hole and clean-up crews will set hand holes and complete clean-up for each section within 2-3 work days after placement of conduit, weather permitting.

(g) Telepak shall clear the streets of any drill mud, debris, and other obstructions that accumulate as a result of Telepak’s construction activities, and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by Telepak’s activities encroaches upon the street, Telepak shall take immediate corrective action to remove the same.

(h) If Public Ways are damaged by Telepak, its employees, agents or contractors during the installation or subsequent maintenance and repair of its Facilities, Telepak, upon notice from the City and at Telepak’s sole expense, shall promptly repair and restore such Public Ways to the same or better condition that such Public Ways were in prior to such damage, and to the reasonable satisfaction of the City.

(i) At all times during and after the installation of its Facilities, Telepak shall respond to all emergency locates to locate its Facilities as required by Mississippi’s 811 law and regulations.

(j) At all times Telepak shall be responsible for safety at, about, and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, lighting and otherwise deemed, in the sole discretion of Telepak, to be adequate and Telepak shall assume all liability for any injury or damage in any way related directly or indirectly to the provision or non-provision or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend any and all actions in any way related to any injury or damage claimed to be the result of inadequacies in traffic control, warnings, or otherwise.

(k) Telepak shall have the authority to trim trees and natural growth on the Rights-of-Way which may affect its Telecommunications System in the Service Area to prevent interference with Telepak’s Facilities. Telepak shall reasonably restore or compensate for any damage caused by or resulting from the foregoing activities. In conducting such activities, Telepak shall comply with all applicable federal and state laws.

(l) After receipt of at least sixty (60) days prior written notice, except in cases of emergency or other exigent circumstances, Telepak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any

property of Telepak when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewer, drains, gas or water pipes, or any other type of structures or improvements by the City. Telepak shall in all cases have the right to abandon its property. Any such abandoned property which is feasible to remove, i.e. property and equipment which is at or above ground level, shall be removed by Telepak within sixty (60) days of receipt of written notice from the City or as otherwise agreed by the Parties.

(m) On the request of any Person holding a building construction or moving permit issued by the City, Telepak shall temporarily relocate its Facilities to permit the construction or moving of such building, provided: (a) the expense of such temporary relocation is paid by the requesting Person in advance; and (b) Telepak receives at least ninety (90) days prior written notice to arrange for such temporary relocation.

Throughout the Term of this Agreement, provided Telepak complies with the foregoing requirements, Telepak shall be entitled to expand and upgrade its Telecommunications System as it deems reasonably necessary.

5. **Damage to Existing Utilities.** Telepak hereby agrees that (a) during the installation process, and (b) at any time after such installation, Telepak will immediately notify the appropriate utility provider in the event that Telepak or any of its related entities, employees, agents or contractors damages a utility line, including private service lines. If the utility owner has complied with Mississippi's 811 law and the damage is the fault of Telepak or its contractors, then the repairs to such utility lines and private service lines will be made by Telepak at Telepak's expense, and shall only be made by appropriately licensed and bonded contractors.

6. **Indemnity to City.** At all times both during and after installation, so long as Telepak's Telecommunications System is located upon any portion of the City's Rights-of-Way, Telepak covenants, warrants, and agrees to indemnify and hold harmless the City, its officers, employees, agents and contractors, of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorney's fees, directly or indirectly arising from or related to: (a) the installation, operation, repair, or maintenance by any Person of Telepak's Telecommunications System within the City; (b) any injury, loss, or damage to the City's utility lines arising from or related to the installation, operation, repair, or maintenance of Telepak's Telecommunications System (provided City has complied with Mississippi's 811 law); and (c) any injury, loss or damage to private service lines arising from or related to the installation, operation, repair, or maintenance of Telepak's Telecommunications System (provided the private owner has complied with Mississippi's 811 law). In the event City believes it has a claim subject to indemnification it must promptly give Telepak written notice of such claim. Within ten (10) days of its receipt of written notice of the City's claim, Telepak shall notify City in writing whether it will defend such claim. If Telepak assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on City without City's prior written consent. The City shall be responsible for its and its officers, employees, agents, attorneys, consultants, and contractors acts of negligence or willful misconduct and Telepak shall not be required to indemnify City for any damages caused by any of the foregoing.

7. **License Fee and Franchise Fee.** As consideration for the use of the City's Rights-of-Way as set forth in this Agreement, and so long as Telepak continues the use of the Telecommunications System within the City's Rights of Way, for the purposes set forth herein, Telepak agrees to pay to the City as follows:

(a) a one-time license fee of Five Thousand Dollars (\$5,000.00) upon execution of this Agreement by both Parties.

(b) When and if Telepak provides local Telecommunications Services to residents of the City, Telepak shall pay the City a franchise fee equal to two percent (2%) of the Gross Revenues from sales of local Telecommunications Services to Subscribers located within the City limits as provided for in Section 77-3-17 of the Mississippi Code of 1972, as amended. In addition, when and if Telepak provides Video Services to residents of the City, Telepak shall pay to the City a franchise fee equal to five percent (5%) of the Gross Revenues from sales of Video Services to Subscribers within the City (collectively, the "Franchise Fees"). The payment of the Franchise Fees shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of March, June, September, and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of Telepak which shows the basis for the computation of all Franchise Fees for the period for such Franchise Fee payment is made. If the Franchise Fee payment is not actually received by the City on or before the due date set forth in this Section, then interest shall accrue on the outstanding amount at the lesser of one percent (1%) per month or the highest rate allowed under Mississippi law for the period of delinquency.

(c) Once per calendar year during the Term of this Agreement and upon not less than thirty (30) days' notice to Telepak, the City may review Telepak's books and records pertaining to the calculation of Franchise Fees or Telepak's compliance with the terms of this Agreement. Any such review shall be at Telepak's business office during normal business hours and on a nondisruptive basis. Telepak shall not be required to disclose information that is reasonably deemed to be proprietary or confidential.

(d) Telepak may assign this Agreement to a purchaser of its voting stock or all or substantially all of its assets without consent but with written notice to City.

8. **Liability Insurance.** At all times, Telepak shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate limit for bodily injury and property damage. Such policy or policies shall designate the City as an additional insured, and shall be non-cancellable except upon thirty (30) days' prior written notice to the City. The City shall be provided with a certificate of such coverage. Telepak also currently maintains umbrella liability policies of at least \$10,000,000 in aggregate. In addition, Telepak shall secure any and all other insurance as Telepak, in its sole discretion deems appropriate.

9. **Public, Education and Government Access Channels**

(a) At any time after the completion of the initial construction of the Telecommunications System, the City may request Telepak to provide the City one (1) video channel for noncommercial PEG Access use. Telepak shall provide the PEG Access channel within one hundred and eighty (180) days of City's request.

(b) The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. Telepak shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. Telepak shall have no obligation, financial or otherwise, other than the obligation to provide access to one (1) video channel for noncommercial PEG Access use.

(c) In the event that unused capacity exists on the PEG Access channel, Telepak may request the City to return that capacity to Telepak for Telepak's use. The City shall not unreasonably deny such request.

10. **Enforcement and Termination of Agreement.**

(a) If the City believes that Telepak has not materially complied with any material term (other than payment of Franchise fees and changes) of this Agreement, it shall notify Telepak in writing. The notice shall state with specificity the basis for the alleged material noncompliance.

(b) Telepak shall have thirty (30) days from receipt of the notice described in Section 10(a) to respond as follows:

(i) Respond to the City contesting the assertion of noncompliance;

(ii) Cure the noncompliance; or

(ii) In the event Telepak's commercially reasonable efforts cannot cure the noncompliance within the thirty (30) day period, Telepak shall initiate reasonable steps to remedy the noncompliance and notify the City of the steps being taken and the projected date of completion.

(c) If Telepak fails to respond to the notice described in Section 10(a) under the procedures set forth in Section 10(b), or if Telepak does not cure the alleged noncompliance within sixty (60) days after receiving notice of noncompliance, the City shall schedule a public hearing to investigate the noncompliance. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than ten (10) business days from the expiration of the sixty (60) day period. The City shall notify Telepak in

writing of the time and place of such meeting and provide Telepak with an opportunity to be heard.

(d) Subject to applicable law, if the City, after a public hearing, where applicable, determines that Telepak remains in material noncompliance with a material term of this Agreement, the City may pursue the following remedies:

(i) In the case of a default of a material provision of this Agreement, terminate this Agreement and revoke the Franchise; or

(ii) Commence an action at law for monetary damages or seek other equitable relief. Should the City prevail in any such action, Telepak shall pay City for its legal fees and attendant costs and expenses incurred in such action.

(iii) Telepak shall not be held in default for noncompliance with this Agreement, nor suffer any enforcement or penalty, where such noncompliance or alleged defaults are caused by strikes, acts of God, acts of terrorism, power outages, acts of the City, its employees, or representatives, or other events reasonable beyond its ability to control.

(e) In the event the Telepak has not paid the City Franchise Fees and late charges owing under Section 7(c), when due, City shall send Telepak a certified letter notifying Telepak it is in default. Telepak shall have fifteen (15) business days from the date of its receipt of the letter to cure the default. In the event Telepak fails to cure the default by paying all Franchise Fees and late charges due, then the City shall notify Telepak of City's intention to revoke the Franchise. The notice of intention to revoke Franchise shall be sent certified mail to Telepak not less than ten (10) business days prior to a Board Meeting of the City. The letter shall notify Telepak of the date, time, and place of the Board Meeting and the right of the Telepak to be present and participate in the meeting. At the Board Meeting, the City may revoke the Franchise of Telepak if it has not cured the default in full.

(f) Upon the expiration or termination of this Agreement Telepak may enter upon the Public Ways and remove its property at its own risk. In the event of the foregoing, Telepak shall restore the Public Ways to their former condition.

11. **Miscellaneous.**

(a) **Applicable Law.** This Agreement will be deemed to be a contract made under the laws of the State of Mississippi and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Mississippi, without regard to principles of conflict of laws. The Courts of Desoto County shall have exclusive jurisdiction to hear and determine any legal action brought by any party with respect to this Agreement.

(b) **Entire Agreement.** The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement. This Agreement

governs the rights and obligations of the Parties in relation to the Franchise granted herein. No other City ordinances shall apply to Telepak's provision of Services or construction of its Facilities as provided in this Agreement. Any and all other City ordinances which conflict with the terms of this Agreement are expressly superseded.

(c) Inurement. This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the fiber optic lines installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, the Party prevailing in a court of competent jurisdiction, or receiving a settlement payment from the other Party, will be entitled to receive reasonable attorneys' fees and costs incurred in connection with same.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to Telepak any rights with respect to any private property.

(f) Telepak repair, inspection, etc. All of the obligations imposed by this Agreement upon Telepak with regard to construction shall be equally applicable in the event that Telepak or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Rights-of-Way. All obligations, duties and responsibilities imposed upon Telepak by this Agreement shall be continuing and not limited solely to the construction period.

(g) Independent contractor. The Parties stipulate and agree that Telepak is an independent contractor and neither Party shall take any action or make any statement that could, in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

(h) No guaranty, etc. by City. It is hereby agreed that neither the City nor any of its officers, officials, employees, agents or contractors have made any guaranty, representation, promise or assurance to Telepak or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and Telepak stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.

(i) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to City: City of Southaven
 Mayor
 8710 Northwest Drive
 Southaven, Mississippi 38671

With copy to: Nick Manley

Butler Snow LLP
6075 Poplar Avenue, Suite 500
Memphis, TN 38119

If to Telepak: Telepak Networks, Inc.
Alan Jones, Sr. VP, Engineering and Development
1018 Highland Colony Parkway, Suite 400
Ridgeland, Mississippi 39157

With copy to: W. Ken Rogers, Jr.
Brunini, Grantham, Grower & Hewes, PLLC
190 E. Capitol Street, Suite 100
Jackson, Mississippi 39201

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(j) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(k) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

(l) Customer Service Standards. The City hereby adopts the customer service standards set forth in the FCC's rules and regulations and as may be amended. Telepak shall comply in all respects with the customer service requirements promulgated by the FCC.

(m) Confidential Information. "Confidential Information" is defined as Telepak's Facilities maps and drawings. City shall use its best efforts to: (i) restrict disclosure of Confidential Information solely to its officers, employees, and advisors with a need to know and not disclose the Confidential Information to any other parties; (ii) advise all persons given access to the Confidential Information of the obligations to keep the Confidential Information confidential as provided herein; and (iii) use the Confidential Information only for the purposes of this Agreement.

The obligations imposed on the City herein shall not apply to any Confidential Information that: (A) becomes part of the public domain through no wrongful act of the City or anyone to whom it disclosed the Confidential Information; (B) Telepak consents to such disclosure in writing; or (C) such Confidential Information if required to be disclosed pursuant to valid subpoena or order of a court or other governmental body. In the event the City is required or requested to disclose Confidential Information regarding Telepak pursuant to a public records request or valid order or subpoena of a court or other governmental body, then the City shall first

give notice to Telepak and afford Telepak a reasonable opportunity to interpose an objection or to otherwise obtain a protective order regarding the Confidential Information. In any event, except to the extent disclosure is legally required, the Confidential Information so disclosed shall be and remain Confidential Information subject to protect under this Section. This provision shall survive the expiration or termination of this Agreement.

(n) Theft of Service. It shall be a misdemeanor for any Person to create, allow to create, or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise with any part of the Telecommunications System without the express consent of Telepak. Further, without express consent of Telepak, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part of the Telecommunications System or means of receiving Services. Violation of this Section of this ordinance shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 and/or six (6) months imprisonment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

TELEPAK NETWORKS, INC.

By: _____

Name: _____

Title: _____

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2016, within my jurisdiction, the within named _____, who acknowledged that he is the _____ of Telepak Networks, Inc., and that for and on behalf of the said corporation, and as its act and deed he signed, executed and delivered the above and forgoing instrument after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the ____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

CITY OF SOUTHAVEN, MS

Darren Musselwhite, Mayor

Certify and Attest:

By: _____

Name: Andrea Mullen

Title: City Clerk

The above and foregoing Ordinance has previously been reduced to writing, a motion was made by Alderman Payne and was seconded by Alderman Kelly to approve and adopt the Ordinance. The motion to adopt was passed by roll call vote as follows:

Alderman William Brooks	voted: YES
Alderman Ronnie Hale	voted: YES
Alderman Kristian Kelly	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman Scott Ferguson	voted: YES
Alderman Raymond Flores	voted: YES

The Mayor then declared the ordinance adopted this the 20th day of September, 2016.

Mayor Darren Musselwhite

ATTEST:

City Clerk

Seal