

**AMENDED AND RESTATED
FRANCHISE AGREEMENT**

THIS AMENDED AND RESTATED FRANCHISE AGREEMENT (THE "AGREEMENT") DATED MARCH 27, 2023, BETWEEN SLIPPERY ROCK TOWNSHIP, BUTLER COUNTY, COMMONWEALTH OF PENNSYLVANIA (THE "TOWNSHIP") AND ARMSTRONG UTILITIES, INC., A PENNSYLVANIA CORPORATION, WITH PRINCIPAL OFFICES LOCATED AT ONE ARMSTRONG PLACE, BUTLER, PENNSYLVANIA 16001 (THE "GRANTEE").

PREAMBLE

Grantee currently holds a Franchise from the Township pursuant to the Franchise Agreement between the parties dated September 24, 2012, which expired on September 24, 2022, (the "Existing Agreement"). Grantee and the Township wish to amend and restate the Existing Agreement. The Township has determined that it is in the public interest for the Grantee to continue Grantee's Franchise. have agreed to be bound by the terms and provisions herein set forth and have further agreed that such terms and provisions may be modified or amended only by written agreement of both parties.

The entering into this Agreement by the Township and the terms and conditions hereof were duly authorized, approved and ratified by the Township pursuant to Ordinance No. 2003-1 enacted on March 27, 2023.

Therefore, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. For the purpose of this Agreement, each of the following terms shall have the meaning ascribed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(a) **"Affiliate"** shall mean any entity that controls, is controlled by, or is under common control with, Grantee.

(b) **"Grantee"** shall mean Armstrong Utilities, Inc. or its assignees.

(c) **"Cable System"** means a facility within the Township consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service and which is provided to multiple subscribers within a community. The term does not include (i) a facility that only retransmits the 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 to the provisions of 47 USC Ch. 5, Subch. II, unless the facility is used in the transmission of video programming directly to

subscribers (but not if the facility is used solely to provide interactive on-demand services); (iv) an open video system that complies with 47 USC §573; or (v) any facilities of any electric utility used solely for operating its electric utility system (47 USC §522(7)).

(d) "**Cable Service**" means the one-way or two-way transmission to or from subscribers of video programming or other programming services, and subscriber interaction, if any, which is required for the selection of such video programming or other programming service (47 USC §522(6)).

(e) FCC – Federal Communications Commission.

(f) Force Majeure Event – an event that is unforeseeable or otherwise beyond the control of the affected party.

(g) Franchise – an initial authorization, or renewal thereof, issued by a 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. (47 USC §522(9)).

(h) Public Way – any street, lane, alley, bridge, viaduct, or similar public way located in Slippery Rock Township.

2. Grant of Franchise.

(a) In consideration of the within undertakings by the Grantee, the Township agrees that the Grantee shall have, and hereby confirms and grants unto the Grantee, the non-exclusive right, license and privilege to construct and reconstruct, to install, maintain, repair, replace and remove, and solicit and sell customers, subscribers, users and advertisements for, and otherwise to own, promote and operate, a Cable System throughout the Township.

(b) The right, license and privilege hereby granted shall be non-exclusive, and the Township reserves the right to grant a similar franchise to any person at any time. The Township will not enter into a franchise agreement, permit, license, authorization or any other agreement with another person or entity to construct a similar System or provide cable, internet or telecommunication services in any part of the franchise area which grants more favorable terms and conditions.

(c) The non-exclusive right, license and privilege herein granted and confirmed shall be deemed to include a continuing right to enter upon and to use and occupy the surface, subsurface and space above or below any public streets, lanes, alleys, paths, ways, bridges and viaducts within the Township, when and to the extent necessary to carry out the intent and purposes of this Agreement, subject, however, to limitations and qualifications herein contained.

(d) The parties will comply with all applicable federal, state and local laws, rules and regulations.

3. Construction and Maintenance Activities.

(a) In cases where existing poles or other structures, conduits or other facilities owned or leased by public utilities or other third parties having the right to permit attachment thereto or location therein or thereon of the System by the Grantee are not available or are impractical for that purpose, then the proposed means of attachment, construction or conduit shall be submitted to the Township representative or designated person by drawings, plans and explanatory addenda at least thirty (30) days before such proposed attachment, installation or construction, and shall be subject to his approval in writing before commencement of such attachment, installation or construction, and such approval shall not be unreasonably withheld and the Township representative or designated person shall advise the Grantee of its determination within twenty (20) days after receipt of the Grantee's proposed means of attachment, construction or conduit.

(b) Grantee shall extend the Cable System into all areas of the Township where there is a minimum of twenty (20) dwelling units per linear mile of aerial cable, and thirty (30) dwelling units per linear mile of underground cable, calculated from the nearest trunk line. To be counted for purposes of this Section 3(b), dwelling units must be located within two hundred (200) feet of the to-be-built Cable System extension.

4. Conditions on Use and Occupancy of Streets.

(a) Pole attachments and the construction, installation, repair and replacement of basic System hardware and the operation and removal of the System and all parts thereof by the Grantee within the Township shall be conducted in such manner as to cause minimum interference with the proper use of streets, lanes, alleys, bridges and viaducts and other public places, and to cause minimum interference with the rights or reasonable convenience of the property owners, tenants or occupants who adjoin any of said streets, lanes, alleys, bridges, viaducts and other public places.

(b) In the event of any disturbance caused by the Grantee's activities hereunder to the pavement, sidewalk, driveway or other surfacing as to which the Township is responsible, the Grantee, at its own cost and expense, shall replace and restore all such paving, sidewalk, driveway or surface so disturbed in a good and workmanlike manner and to as functionally sound a condition as before said activities were commenced, and shall be completed within sixty (60) days of the disturbance or such longer period as may be approved by the Township. All such replacement and restoration by the Grantee shall be subject to the approval of the Township engineer or designated person and such approval shall not be unreasonably withheld.

(c) In the event that, at any time during the existence of the within non-exclusive right, license and privilege to the Grantee, the Township elects to alter or change the grade, alignment or paved width of any street, lane, alley, bridge or viaduct or other Public Way, the Grantee, upon notice by the Township, at its own expense, shall remove and relocate any affected part of the System within thirty (30) days of the date of notice or such reasonable extension thereof as may be granted by the Township representative considering the circumstances of the case.

(d) The Grantee shall not place the System or any part thereof where the same will interfere with any gas, electric, telephone or telegraph line or fixture, water hydrant or main, nor in such manner as would interfere with the usual travel on the streets, lanes, alleys, bridges and viaducts and other public places of the Township.

(e) Upon the request of any person, firm or corporation holding a moving permit issued by the Township or other governmental regulatory agency having jurisdiction of the matter, by which permit any building or buildings, large pieces of equipment or structural materials or the like are to be moved from place to place, the Grantee shall temporarily raise or lower its System as and to the extent necessary to permit the moving of such buildings, equipment, structural materials and the like, provided the expense of such temporary raising or lowering of the System or any part thereof shall have been paid or tendered by the person, firm or corporation requesting the same. The Grantee shall be given not less than fifteen (15) days advance notice to arrange for such temporary changes to its System.

(f) Any opening or obstruction in the streets or other Public Ways made by the Grantee in the course of the installation, operation, maintenance or removal of equipment, structures, facilities, apparatus and appurtenances shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding or as otherwise directed by the Township representative. Whenever it is deemed necessary by the Township, the Grantee shall install steel plates to allow a Public Way to remain usable while openings or obstructions exist.

(g) The Grantee shall have the authority to trim trees which are located on or which overhang streets, alleys, sidewalks and public places of the Township to the extent that such trimming activities are minor in nature or required to be performed without delay due to the risk of danger to personal or property damage arising by reason of the location of such trees. The Grantee shall have the authority to perform all other tree trimming activities only with the prior approval of the Township and such approval shall not be unreasonably withheld. All trimming shall be at the expense of the Grantee.

(h) In such sections, if any, of the Township in which all cables, wires and other like facilities of public utilities are required to be and are placed underground, the Grantee shall place its cables, wires and other like facilities underground.

(i) The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other streets or remove from the street any property of the Grantee when required by the Township by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines, signal lines and tracks and other types of improvements by the Township or public agencies.

(j) The Township shall have the right to inspect all pole attachments, installation, construction, repair and replacement of basic System hardware, and the removal of the System or any part thereof to ensure compliance with Section 4(a) of this Agreement.

5. Safety Measures.

(a) Construction and maintenance of the System shall be in accordance with the provisions of the National Electric Safety Code of the National Board of Fire Underwriters, and such other applicable laws of the Commonwealth of Pennsylvania, Butler County, and regulations of the Township which may be lawfully in effect from time to time.

(b) All structures, lines, equipment and connections in, over, under and upon the streets of the Township, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition and in good order and repair.

6. Voluntary Subscriptions. All subscriptions for services under any franchise shall be on a voluntary basis, and may be terminated at any time by the customer except in circumstances whereby a mutually agreed upon contract has been executed.

7. System Services.

(a) The Grantee, at all times, shall provide all subscriber service as and to the extent required to be provided by applicable federal and state rules and regulations from time to time in effect.

(b) Additional services may, at the sole discretion of the Grantee, be provided by the Grantee, including services for which a per-program, per-service or per-channel charge is made consistent with applicable federal and state rules and regulations.

8. Operation and Maintenance of System. Grantee shall make reasonable efforts to assess subscriber need and viewing preferences. If any existing service becomes unavailable, or the Grantee decides to discontinue a service, Grantee shall endeavor to provide substitute programming. Grantee may combine programming into composite channels to improve efficiency of channel utilization or to attract a larger viewing audience.

9. Service Standards. The Grantee will investigate and resolve all subscriber complaints regarding the quality of service, equipment malfunctions and similar matters expeditiously and in accordance with the following procedure:

(i) The Grantee shall have qualified personnel available during normal working hours to investigate and resolve subscriber complaints;

(ii) Upon notification of a service complaint, the Grantee shall dispatch a qualified employee to investigate the complaint and adjust, repair or replace Grantee equipment as necessary to resolve the complaint. The Grantee shall not be responsible for malfunctions of any television receivers or other equipment owned or operated by any subscriber;

(iii) All complaints shall be investigated and resolved in accordance with the Cable Television Consumer Protection Act of 1992; and

(iv) The Grantee shall maintain a service log in which an entry shall be made of each complaint, the date of notification thereof, the nature of the complaint and the means by which it was resolved.

(b) In the construction, maintenance and operation of the System, the Grantee shall, at a minimum, at all times, fully comply with technical standards which have been or which hereafter may be adopted by the FCC, including (without limitations), if applicable, requirements relating to channel capacity, bandwidth and periodic testing. Further, should any federal, state or local governmental unit with jurisdiction establish technical standards that exceed those of the FCC, the Grantee will comply therewith when and to the extent required by such governmental unit, unless to require the Grantee to do so would be held invalid by the FCC or a court of administrative tribunal of competent jurisdiction. The technical quality of the service provided by the Grantee shall be sufficient to provide subscribers with uniform quality television reception. The Grantee shall maintain the System in good repair and working order at all times.

10. Subscriber Rates and Charges.

(a) Installation charges, monthly service rates and any other residential rates charged by Grantee related to the basic service tier, as defined by the FCC, may be regulated under this franchise only to the extent permitted by the Communications Act of 1934, as amended in 1984, 1992 and 1996 and applicable FCC rules and regulations. Commercial installation charges and monthly service rates are negotiable and not covered by federal regulations.

(b) The Grantee shall offer the services of the System within the Township on terms and conditions, which are uniform and nondiscriminatory to the fullest extent practicable. The provisions of this Section 10(b) will not apply in any area of the Township in which another multi-channel video distributor provides cable, internet or telecommunication services, whereby the parties agree such action constitutes effective competition.

(c) The rates and charges for all services of the System (specifically including but not limited to basic subscriber service, any additional service provided pursuant to Section 7, or any connection, maintenance or similar service) and equipment shall be subject to adjustment from time to time, at the sole discretion of the Grantee.

11. , Discrimination Practices Prohibited. The Grantee shall not, as to rates, charges service, service facilities, rules, regulations, or in any other respect, make or grant unlawful undue preference or advantage to any person, nor subject any person to any unlawful prejudice or disadvantage, provided that nothing in this franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification would be entitled. Connection and/or service charges may be waived or modified during promotional campaigns of the Grantee. The Township acknowledges that the offering of different programming and service rates by Grantee in portions of the Township also served by another multi-channel video distributor shall not constitute an act of discrimination prohibited by this Section 11.

12. Liability and Indemnification.

(a) Indemnification. Grantee shall indemnify, defend, save and hold harmless the Township, its officers, agents and employees from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Grantee, its officers, agents or employees, arising out of or in any way connected to, but not limited to, the construction, installation, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, attorneys' fees, expert fees, court costs and all other reasonable costs of such indemnification. Grantee's obligations to indemnify the Township shall only apply to the extent any judgments, injuries, liabilities, damages, penalties, attorneys' fees, expert fees, court costs and all other costs are not occasioned by the negligence or intentional acts of the Township or its employees, officers, officials or agents.

(b) Insurance. Grantee shall maintain insurance throughout the term of this Agreement with the Township as an additional insured, with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A" in the following amounts:

(i) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(ii) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(iii) The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(iv) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the Township will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the Township.

A certificate evidencing the insurance coverage required herein shall be provided by the Grantee to the Township within thirty (30) days of the Effective Date.

13. Term. The Franchise will begin on March 27, 2023 and continue for a period of fifteen (15) years. Unless either party provides the other party with a written termination notice at least one hundred eighty (180) days in advance of the renewal date, the Franchise will automatically renew for an additional fifteen (15) years. In the event the term expires without a renewed agreement, the parties agree hereto that Grantee shall be permitted to continue to operate the Cable System and collect the franchise fees until a formal agreement is reached.

14. Federal Regulation. In the event and to the extent that the terms and provisions hereof shall be superseded and preempted by or become inconsistent with state law or federal law (including rules and regulations promulgated by the FCC), then and in each such event, it shall be the right of Grantee to take such action within sixty (60) days after such event as shall be reasonably necessary and may be reasonably requested to so amend or modify in writing this Agreement and to preserve the written contract for rights and benefits of the Grantee and fulfill the intent and purposes of this Agreement.

15. , Separability. Subject to the provisions of Section 14 hereof, if any section subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court or administrative tribunal of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

16. Interpretation. Notwithstanding any provision of this Agreement to the contrary, the parties agree that in the event of any ambiguity with respect to the terms and conditions of this franchise, or dispute as to meaning, the parties shall make a good faith effort to establish the meaning of such terms and conditions in a manner consistent with the parties' original intent of the language.

17. Default; Mediation.

(i) If a party determines that the other party is in default of this Agreement, the non-defaulting party will provide the defaulting party with a written notice detailing the default. The defaulting party will have ninety (90) days from the date of notice to either (1) cure the violation or, (2) for violations which cannot reasonably be cured within ninety (90) days, demonstrate to the non-defaulting party that the defaulting party is using its reasonable best efforts to cure the default. If the defaulting party fails to either cure or demonstrate that it is using its reasonable best efforts, the non-defaulting party may invoke the mediation procedure described below.

(ii) The parties will submit any dispute arising under this Agreement to non-binding mediation. If the parties are unable to resolve the dispute through such mediation, all disputes will be resolved by bringing an action in the Court of Common Pleas of Butler County.

18. Force Majeure. If a party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, the non-performing party will notify the other party of the Force Majeure Event in writing as soon as possible given the circumstances. The non-performance will be excused and no penalties or sanctions will be imposed on the non-performing party. For clarity, this section does not relieve the parties of their obligation to amend this Agreement if, and to the extent that, the terms of this Agreement are or become inconsistent with applicable law, then the parties will amend or modify this Agreement to both comply with applicable law and fulfill the intent and purposes of this Agreement.

19. Binding Effect; Assignment; Amendment. This Agreement shall bind and inure to the benefit of the Township and the Grantee, and their respective successors and assigns provided, however, that without the written consent of the Township, which consent shall not be unreasonably withheld or delayed, the Grantee shall not assign the non-exclusive right, license or privilege herein granted to any person, firm or corporation other than a person, firm or corporation affiliated with it. Township consent shall not be required for the collateral assignment of a grant of security interest in this Agreement for purposes of securing indebtedness. The terms and provisions of this Agreement may not be amended or modified, by ordinance or otherwise, except as agreed upon in writing by both parties hereto.

20. Community Service. Grantee will provide basic cable and/or internet services to the buildings located within the Township and located within 150 feet of Grantee's existing Cable System as specifically identified and outlined on Exhibit A, attached hereto and made a part hereof. Buildings may be added or removed from Exhibit A by the Township at any time during the Term upon thirty (30) days' written notice to Grantee. The costs of the services provided to the Township pursuant to this Section 20 are as further detailed on Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Armstrong Utilities, Inc.

By: _____

Name: Jeffrey A. Ross

Its: President

Slippery Rock Township

By: _____

Name: Paul A. Dickey

Its: Chairman of the Board

EXHIBIT "A" TO AMENDED AND RESTATED FRANCHISE AGREEMENT

Pursuant to Section 20 of the Amended and Restated Franchise Agreement entered between Slippery Rock Township and Armstrong Utilities, Inc., the following services shall be provided to the locations set forth hereafter:

LOCATION	ACCOUNT NO.	DESCRIPTION OF SERVICES			RACK RATE	DISCOUNTED RATE
		VOICE	DATA	VIDEO		
Slippery Rock Twp 155 Branchton Rd Slippery Rock, PA 16057	420128-01	LEVEL OF SERVICE	LEVEL OF SERVICE	LEVEL OF SERVICE	\$185.97/month Includes \$0.07 FCC Fee	\$127.47/month Includes \$0.07 FCC Fee
		N/A PRICE	ZOOM PRO (1) PRICE \$59.95/MO (\$69.95/MO. W/36 MO. CONTRACT)	TV+/ EXPANDED PRICE \$67.45 (\$115.95/MO. -NO SPECIAL PRICING FOR CONTRACT LENGTH		