

**TELECOMMUNICATIONS FRANCHISE AGREEMENT
BY AND BETWEEN
VILLAGE OF CHATHAM
AND
CENTURYTEL OF CHATHAM, LLC**

BE IT ORDAINED by the Board of Aldermen of the Village of Chatham, in Regular Session duly convened, with a quorum present and voting that:

WHEREAS, the Village of Chatham (hereinafter referred to as “Village”) and CenturyTel Of Chatham, LLC, a Louisiana limited liability company (hereinafter referred to as “CenturyTel”) doing and authorized to do general telecommunications business in the State of Louisiana, have previously entered into an agreement with respect to CenturyTel’s use of the public roads, highways, streets, alleys, sidewalks, and public ways within Village (hereinafter referred to as the “public rights-of-way”) for the operation of CenturyTel’s business; and

WHEREAS, it is to the mutual advantage of Village and CenturyTel that CenturyTel continues to operate in Village and, in furtherance thereof, be permitted to maintain its facilities in the public rights-of-way;

THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Village, in Regular Session duly convened, with a quorum present and voting that:

The Village hereby enters into a Telecommunications Franchise Agreement (“Agreement”) with CenturyTel as follows:

SECTION 1. CENTURYTEL’S RIGHT OF USE:

- A. Pursuant to the terms of this Agreement, Village acknowledges that CenturyTel is authorized to use and occupy the public rights-of-way within Village for the purpose of constructing, maintaining, and operating its poles, wires, conduits, cables, anchors, transmission lines, manholes, piers and abutments used in or incidental to the provision of telecommunications service to the public (hereinafter referred to as “Telecommunications System”).
- B. CenturyTel’s right to use and occupy said public rights-of-way in Village shall not be exclusive and Village reserves the right to grant a similar use of said public rights-of-way to any person or other legal entity at any time during the period of this Agreement, provided that if local network service revenue (as defined in Section 2.B hereof) is either offered or provided within all or any portion of the corporate limits of Village by any person or legal entity other than CenturyTel, such person or other legal entity must enter into a similar Agreement with Village, including the requirement that such other person or legal entity pay Village a franchise fee of not less than the percentage required of CenturyTel as stated in Section 2 of this

Agreement. Further, if such rights are granted to a third party, person, or legal entity after the effective date of this Agreement, such party's activities may not disturb CenturyTel's existing use and occupancy of Village's public rights-of-way or other rights-of-way covered by this Agreement.

- C. Servitude Usage: To the extent allowed by applicable State and Federal Law, this Agreement authorizes the construction, maintenance, and operation of the Telecommunications System over public rights-of-way through general utility servitudes within Village. CenturyTel shall arrange any servitudes over or under private property necessary for the construction, maintenance and operation of the Telecommunications System. Any servitudes over or under property owned by Village other than the public rights-of-way shall be separately negotiated with Village, except that CenturyTel may use general utility servitudes on property owned by Village without a separate agreement. In using all servitudes, CenturyTel shall comply with all Federal, State, local laws and regulations.
- D. No Priority: Other than as stated above, this Agreement does not establish any priority for the use of the rights-of-way by CenturyTel or by any present or future recipients of franchises or other permit holders. Other than as stated above, in the event of any dispute as to the priority of use of the public rights-of-way, the first priority shall be to the public generally, the second priority to Village, the third priority to the State of Louisiana and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchises and other permit holders, as determined by Village in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Louisiana.
- E. Rights In Public Rights-of-Way: CenturyTel acknowledges that this Agreement does not grant rights for the use of the public rights-of-way other than those expressly granted herein.
- F. Vacation: If a public right-of-way where CenturyTel has facilities is vacated, eliminated, discontinued or closed, CenturyTel shall be notified of same and all rights of CenturyTel under this Agreement to use same shall terminate. CenturyTel may then obtain any necessary servitudes from the affected property owners to use the former public rights-of-way or can maintain right of use by means of a court order for the provision of such servitudes. Village shall provide CenturyTel with sixty (60) days notice of any proposed vacation proceedings involving its Telecommunications System.
- G. Emergencies: Village may, in its discretion, remove or damage portions of the Telecommunication System in the case of fire, disaster, or other emergencies. Where possible, prior notice shall be given to CenturyTel. In any event, notice of such action shall be given to CenturyTel after such removal or damage. CenturyTel shall provide the Village with a twenty-four (24) hour emergency telephone number at

which a named representative of CenturyTel (not voice mail or a recording) can be accessed in the event of any emergency.

- H. No Burden on Public Rights-of-Way: CenturyTel shall not erect, install, construct, repair, replace or maintain its Telecommunication System in such a fashion as to unduly burden the present or future (designated in writing) use of the public rights-of-ways by Village. If Village, in its reasonable judgment, determines that any portion of the Telecommunication System is an undue burden, CenturyTel shall modify its Telecommunication System or take such other actions as the Village may reasonably determine is in the public interest to remove or alleviate the burden, and CenturyTel shall do so within the reasonable time period established by Village.
- I. Relocation of the Telecommunication Systems: CenturyTel shall protect, support, disconnect, relocate or remove from the public rights-of-way any portion of the Telecommunication System when reasonably required to do so by Village due to public rights-of-way excavation, construction, repair, grading, regrading, traffic conditions, the installation of sewers, drains, water pipes, power or signal lines, track ways or tracks, Village-owned facilities, or the vacation, construction or relocation of public rights-of-way or any other type of structure, or other improvements by Village or another public agency or any other type of improvement which Village reasonably deems necessary for the public health, safety or welfare.
- J. Compliance with Law: CenturyTel shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition); the National Electric Code (latest edition); all rules, standards, practices, procedures and the like of the FCC and the requirements of other utilities whose poles and conduits it uses.
- K. Other Permits: This Agreement does not relieve CenturyTel of the obligation to obtain permits, licenses and other approvals from Village or other units of government that are required for the construction, repair or maintenance of the Telecommunication System or provision of Telecommunication Services; or from compliance with generally applicable codes and ordinances including, but not limited to, zoning ordinances, pavement cut ordinances, subdivision and project improvement ordinances, and building permits.

SECTION 2. CONSIDERATION :

- A. In consideration for CenturyTel's rights set forth in Section 1, CenturyTel hereby agrees to pay Village a franchise fee of Two (2%) Percent of the charges imposed by CenturyTel as local network service revenue as defined by the FCC and known by CenturyTel as Account 5001 "Basic Area Revenue" that includes revenue derived from basic area message service that includes flat rate services, measured local services, non-optional extended area service, billed or guaranteed portion of semi-public services, zone charges, Centrex access and local primary service mileage charges (off-premises mileage is included in the Account 5060, Other Local

Exchange Revenue), all as provided by CenturyTel within the corporate limits of the Village. Village agrees that CenturyTel may pass said amount through to customers on their bills, either as a separate line item on the customer bill, or otherwise.

- B. For purposes of this Agreement, the term "franchise fee" is defined to mean and include only those charges resulting from the provision of local network service revenue as defined above in Section 2, A provided by CenturyTel within the corporate limits of Village to residents and businesses, based on approved tariff rates established from time-to-time by the Louisiana Public Service Commission, unless otherwise agreed to in writing by both parties.
- C. Payments contemplated by this Section are to be made in quarterly installments and paid not later than thirty (30) days after the end of each calendar quarter, beginning July 1, 2008.
- D. The terms of this Agreement shall apply to newly annexed areas of Village within thirty (30) days after written notice of such annexation has been transmitted to CenturyTel by Village.
- E. CenturyTel shall make available for audit by Village, upon reasonable notice, all necessary accounts and records reflecting the amounts of and basis for computation of all franchise fees collected under this Agreement. Such audits cannot be conducted more than once within any one calendar year period.
- F. The payments contemplated by this section are deemed to be the sole and exclusive consideration for CenturyTel's rights set forth in Section 1 and the Village hereby agrees that for the period during which this Agreement is in effect, the Village will not seek to impose, levy or collect from CenturyTel any other amount or service for the rights set forth in Section 1. This subsection "F" shall not affect CenturyTel's liability to pay any taxes, fees or licenses legally imposed by Village pursuant to any ordinance of general applicability currently in effect or passed in the future.

SECTION 3. INDEMNIFICATION AND INSURANCE:

- A. Indemnification: CenturyTel shall at its sole cost and expense, indemnify, defend and hold harmless Village and all associated, affiliated, allied and subsidiary entities of Village, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, and attorneys (hereinafter referred to as "Indemnitees"), from and against:
 - 1. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants, which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any negligent act or omission of CenturyTel, its personnel, employees, agents, contractors or subcontractors arising out of or in any way connected with the

construction, installation, operation, maintenance or condition of the Telecommunications System, the provision of telecommunications services by CenturyTel, or CenturyTel's failure to comply with any federal, state or local statute, ordinance or regulation.

2. Assumption or Risk: CenturyTel undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "CenturyTel" for the purpose of this Section), but only insofar as it concerns the Village, all risk of dangerous conditions, if any, on or about any Village owned or controlled property and the public rights-of-way.
 3. Defense of Indemnitees: In the event any action or proceeding is brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, CenturyTel shall, upon notice from any of the Indemnitees, at CenturyTel's sole cost and expense, resist and defend the same with legal counsel selected by CenturyTel and consented to by the Village's Board of Aldermen, such consent not to be unreasonably withheld; provided however, that CenturyTel shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of the Village, not to be unreasonably withheld, and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of any claim for which they are indemnified hereunder, without the prior written consent of CenturyTel, which consent shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the Indemnitees from cooperating with CenturyTel and participating in the defense of any litigation by their own counsel.
 4. Notice, Cooperation and Expenses: The Indemnitees shall give CenturyTel prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this Section. Failure to do so shall result in Indemnitees' forfeiture of the rights set forth in this Section.
- B. Insurance: During the term of this Agreement, CenturyTel shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expenses, the following types and limits of insurance.

Worker's Compensation	Statutory Limits
Commercial General Liability	\$1,000,000.00 per occurrence. Combined Single Liability (C.S.L.) \$5,000,000.00 General Aggregate
Auto Liability, including coverage on all owned, non-owned and hired autos.	\$2,000,000.00 per occurrence (C.S.L.)
Umbrella Liability	\$5,000,000.00 per occurrence (C.S.L.)

1. All insurance policies shall be written on an occurrence and not on a claims-made basis.
2. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
3. All policies of insurance shall contain a waiver of subrogation clause in form and substance approved in advance by the Village, such approval not to be unreasonably withheld.
4. Additional Insureds: All policies, except for business interruption and worker's compensation policies, shall name the "Village of Chatham, Louisiana" and all associated, affiliated, allied and subsidiary entities of the Village, now existing or hereafter created, and their respective officers, boards, commission, employees, agents and contractors, as their respective interests may appear as Additional Insureds (herein referred to as the "Additional Insureds") providing coverage for the negligence or other conduct of the Additional Insureds to the same extent as provided to CenturyTel, and providing full coverage for all defense costs and expenses, to the same extent as provided to CenturyTel.
5. Evidence of Insurance: Upon request by Village, certificates of insurance for each insurance policy required to be obtained by CenturyTel in compliance with this Section shall be filed and maintained with Village annually during the term of this Agreement. CenturyTel shall immediately advise the Additional Insureds of any claim or litigation that may result in liability to them.
6. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

"At least sixty (60) days prior written shall be given to the Village of Chatham by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by Certified mail to the Mayor of the Village."
7. Insurance companies: All insurance shall be effected under valid and enforceable policies, issued by insurers licensed to do business by the State of Louisiana. All insurance carriers shall be rated A+ or better A.M. Best Company.
8. Deductibles: All insurance policies may be written with retainages and deductibles. CenturyTel agrees to indemnify and save harmless the Additional Insureds from and against the payment of any retainage or deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

9. Contractors: CenturyTel shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, worker's compensation, comprehensive general liability and automobile liability insurance coverages of the type which CenturyTel is required to obtain under the terms of this Section, with appropriate limits of insurance. In the alternative, CenturyTel, at its expense may provide such coverages for any or all its contractors or subcontractors, but if CenturyTel does so it shall provide evidence of same in writing to Village.
10. Insurance Primary: CenturyTel's insurance pursuant to the Agreement shall be primary and non-contributory with respect to Village.

SECTION 4. CONSTRUCTION AND MAINTENANCE:

- A. Identification: Service personnel of CenturyTel shall wear uniforms or outer gear with CenturyTel's name and logo clearly visible at all times. Every service vehicle of CenturyTel shall be clearly identified with CenturyTel's logo plainly visible.
- B. Restoration of Property: CenturyTel shall restore, at its sole cost and expense, within thirty (30) working days, or such additional time as specified by the Village, any portion of the public rights-of-ways that is in any way disturbed by the construction, operation, maintenance or repair of the Telecommunications System to as good or better condition than existed previously. In addition, CenturyTel shall, at its sole cost and expense, restore and replace any other property, real or personal, disturbed, damaged or in any way injured by or on account of CenturyTel's construction, operation, maintenance or repair of the Telecommunications System, to the same condition as such property was immediately prior to the disturbance, damage or injury. In the event that CenturyTel and its contractors and subcontractors fail to make such repair within the time specified by Village, Village may make repairs or have such repairs made and CenturyTel shall pay the reasonable costs of Village for such repair.
- C. Barriers: While construction or maintenance activities are in progress on any portion of the public rights-of-ways, CenturyTel shall maintain reasonable barriers, lights at night and other warnings to the users of the public rights-of-ways in compliance with applicable government regulations or as reasonably requested by the Village.
- D. Traffic Control: For all work in the public right-of-way which may disturb the normal flow of vehicular or pedestrian traffic, CenturyTel shall employ roadway closure or partial closure practices, as delineated in the Louisiana Department of Transportation and Development regulations.
- E. Map Accuracy: The Village does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing substructures. In public rights-of-ways, where necessary, the location shall be verified by excavation or by requesting "locates" from Village and from Louisiana OneCall.

- F. Trees and Landscaping: Where grass is damaged or removed by excavation, replacement sod, rather than seed, shall be installed and maintained until the lawns are re-established. Where construction or maintenance encroaches within close proximity to trees or shrubs, they shall be guarded so as to avoid all injury to the trunk, crown and root system.
- G. Notice of Construction: CenturyTel shall provide at least forty-eight (48) hour advance notice to affected property owners or occupants (such as by door hanger) prior to construction or reconstruction requiring entry on private property. During maintenance work, installation work and outage repair, CenturyTel shall attempt to notify affected residents and businesses (such as by knocking and, if no answer, leaving a door hanger) prior to entering private property.
- H. Removal of Obsolete Facilities/Cooperation: When CenturyTel opens a trench, accesses a conduit or boring, or is working on aerial locations, it shall remove all unusable and inactive Telecommunications System facilities (excluding those held for future use) from such locations.
- I. Maps/Location of Facilities: CenturyTel shall keep complete and current maps and records of the Telecommunications System and its facilities and shall provide Village with strand maps upon request.
- J. OneCall: CenturyTel shall participate in and be a member of the OneCall utility notification program set forth in the Louisiana Revised Statutes.
- K. Tree Trimming: CenturyTel may trim trees upon and overhanging the public rights-of-way so as to prevent the branches of such trees from coming into contact with the Telecommunications System. CenturyTel shall dispose of all trimmed materials. No trimming, except in emergencies, shall be performed in the public rights-of-ways without previously informing Village. Except in emergencies, all trimming of trees on public property shall have the reasonable advance approval of Village and all trimming of trees on private property shall require notice to the property owner.
- L. Supervision of Construction & Maintenance: CenturyTel shall provide a local manager and/or contact to work directly with Village Engineer's staff on all construction and maintenance projects.

SECTION 5. MISCELLANEOUS:

- A. This Agreement is entered into and is to be construed under and in accordance with the Laws of the State of Louisiana.
- B. This Agreement is entered into under the authority and pursuant to the provisions of Louisiana Revised Statute 45:781 and 33:4401 and all other applicable laws and Village hereby covenants that its Board of Aldermen has passed all necessary ordinances or resolutions in accordance with the provisions of all applicable

Louisiana laws authorizing the Mayor to execute this Agreement on behalf of the Village and by doing so, binding the Village to all the terms and conditions of this Agreement.

- C. Village and CenturyTel understand, acknowledge and agree that the payments contemplated in Section 2 are to be considered payments received by Village from a public utility within the meaning of Louisiana Revised Statute 33:4510 and that in accordance therewith such payments are subject to the charge back provisions contained therein.
- D. Village and CenturyTel mutually agree that by entering into this Agreement, neither party shall be considered to have surrendered, waived or in any way prejudiced any rights or claims granted to them by any applicable constitutions, laws or ordinances.
- E. No Waiver: The failure by either party to demand strict performance of any of the provisions herein, including any of the insurance requirements, shall not be deemed a waiver of any such requirements.
- F. Village and CenturyTel hereby agree that this Agreement shall be in effect for a twenty (20) year term beginning on July 1, 2008, and ending on June 30, 2028.
- G. Notices: Any notices required herein shall be made in writing mailed to the following addresses:

To Village: Village of Chatham
 Attention: Village Clerk
 Post Office Box 7
 Chatham, Louisiana 71226
 Telephone: 318-249-2541
 Facsimile: 318-249-4436

To CenturyTel: CenturyTel Of Chatham, LLC
 Attention: Legal Department
 100 CenturyTel Drive
 Monroe, Louisiana 71203
 Telephone: 318-388-9539
 Facsimile: 318-388-9488

IN WITNESS WHEREOF, all the parties hereto have caused their presence to be executed in duplicate on the dates set forth below.

ATTEST:

VILLAGE OF CHATHAM

Lynette Roberts
Signature

Herman Leonard
Signature

Lynette Roberts
Printed Name - _____, Clerk

Herman Leonard
Printed Name - _____, Mayor

Title: Village Clerk

Title: Mayor

Date: 6-11-08

Date: 6-11-08

CENTURYTEL OF CHATHAM, LLC

[Signature]
Signature

John Dreher
Printed Name

Title: General manager

Date: 6-25-08

No. 381173 Filed for Record Conveyance
Book No. 407 Page 735
At July 8, 2008 O'Clock A M.

I hereby certify that the within and foregoing is a true and correct copy of the original now on file in my office, together with all of the endorsements thereon.

Witness my official signature and seal of office on this the 8 day of July A.D., 2008.

[Signature]
Clerk of Court, Jackson Parish, Louisiana

THE BOLES LAW FIRM

A PROFESSIONAL CORPORATION

WILLIAM R. BOLES, SR.
JOE H. DIXON, JR.
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*Also Admitted in Colorado

July 3, 2008

Ms. Lynette Roberts
Village Clerk, Village of Chatham
P.O. Box 7
Chatham, Louisiana 71226

Re: Ordinance No. 12-121—Telecommunications Franchise Agreement between Village of Chatham and CenturyTel of Chatham, LLC (fka Century Telephone Company)

Dear Ms. Roberts,

Please find enclosed herewith for your records the fully executed Ordinance No. 12-121. If you have any questions at all, please do not hesitate to contact me. It was a pleasure working with you and the Village of Chatham to enter into a long-term agreement to provide telecommunication services to your citizens.

With kindest regards, I am

Sincerely,

THE BOLES LAW FIRM
(A Professional Corporation)



Jacob S. Edwards

JSE:des

cc: Mr. Carrick Inabnett, Esq. (w/enclosure)
cc: Mr. Kiran Seshagiri (w/enclosure)