

COUNTY OF BALDWIN
STATE OF ALABAMA

FIRST AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN CITY OF FOLEY, ALABAMA
AND HOTWIRE INFRASTRUCTURE GROUP, LLC

The City Council of the City of Foley (“Foley”) and Hotwire Infrastructure Group, LLC (“Hotwire”) hereby agree as follows:

WHEREAS, Foley and Hotwire are parties to a Franchise Agreement dated in September 3, 2024 pursuant to Foley Ordinance No. 19-2014 (the “Franchise Agreement”); and

WHEREAS, Foley and Hotwire would both like to amend the definitions of “Public Way” and “Service Area”, located in Section 1 (Definition of Terms) in the Franchise Agreement, as well as amend provision “2.1 Grant” located in Section 2 (Grant of Franchise) of the Franchise Agreement;

NOW, THEREFORE, the City of Foley and Hotwire Infrastructure Group, LLC hereby agree as follows:

1. That the term “Public Way” is hereby amended to read as follows:

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the System.

2. That the term “Service Area” is hereby amended to read as follows:

“Service Area” means areas as shown on the maps on Appendix A, as may be amended from time to time at Grantee’s discretion, within which Grantee is authorized to offer its Services within the municipal limits of the City of Foley.

3. That the provision of the Franchise Agreement titled “Grant” is hereby amended to read as follows:

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the System to provide Broadband and/or Cable service, subject to compliance with the terms of this Franchise and all applicable state and federal laws and other ordinances of the Franchising Authority as set forth in Sections 2.2 and 2.7 and 3.1 through 3.16 below. Grantee may elect, e.g., for operational efficiencies or financing, to hold certain assets or conduct certain operations through one or more Affiliates, but in all events Grantee shall remain responsible for compliance with the terms and conditions of this Franchise.

4. That all other terms, requirements, conditions, and provisions of the Franchise Agreement remain in full force and effect and are unchanged by this Amendment.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates indicated below with the full intent and authority to do so.

[signatures follow on next page]

WITNESS:

CITY OF FOLEY

(Signature)

By: _____

Its: _____

Date: _____

WITNESS:

**HOTWIRE INFRASTRUCTURE
GROUP, LLC**

(Signature)

By: _____

Its: _____

Date: _____