

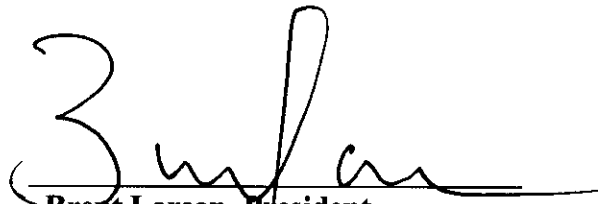
ORDER: APPROVE AND AUTHORIZE EXECUTION OF EASEMENT AND SERVICE AGREEMENT WITH BCI MISSISSIPPI BROADBAND, LLC FOR CABLE SERVICES AT THE DETENTION CENTER

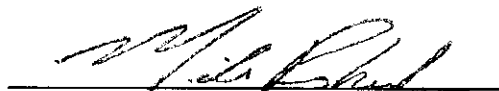
Motion was made by John Morgan, duly seconded by Greg Bynum, to approve and authorize execution of easement and service agreement with BCI Mississippi Broadband, LLC for cable services at the Detention Center.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 17th day of November, 2025.


Brent Larson, President
Board of Supervisors


Mike Roberts, Chancery Clerk

MDU EASEMENT AND SERVICE AGREEMENT

THIS MDU EASEMENT AND SERVICE AGREEMENT (this "Agreement") dated as of December 1, 2025 (the "Effective Date") is made and entered into by and between BCI Mississippi Broadband, LLC, d/b/a, MaxxSouth Broadband ("Company"), and Lafayette County Detention Center ("Owner"), each of whom may be referred to in this Agreement as a "party" or collectively as the "parties."

WHEREAS, Owner owns certain real estate and improvements commonly known as Lafayette County Detention Center located at 711 Jackson Ave E, Oxford MS (the "Premises"), consisting of up to 19 units plus any units added or constructed in the future (each, a "Unit"), which is more particularly described on Exhibit A attached hereto.

WHEREAS, Company owns and operates a cable television system in Oxford, Mississippi (the "System") pursuant to a franchise agreement, permit or other authority to operate the System (as extended or renewed from time-to-time, the "Franchise"); and

WHEREAS, the parties desire to provide for Company's access to the Premises in order to provide multi-channel video programming and any other communications and information services that Company may lawfully provide (the "Services") to the Premises, and the parties desire to set forth the following terms and conditions, under which Company provides such Services at the Premises and the Premises are encumbered;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF EASEMENT.

(a) Owner hereby grants, bargains and conveys to Company and its successors an easement across, under, through and over the Premises to provide the Services to the Premises and to otherwise comply with its obligations hereunder. The use and enjoyment of this easement includes Company's right to provide Services to the Premises for the duration of the term of this Agreement and further includes, without limitation, the location, relocation, routing, installation, maintenance, service and operation of the Distribution System (as defined below), the marketing for Services and the removal of the Distribution System. This easement extends throughout the Premises, including land, improvements, offices, dwellings units, common areas, non-common areas, such as basements or crawl spaces, equipment rooms, equipment buildings, utility areas, land adjacent to the building or buildings on the Premises and other spaces as may be reasonably necessary to comply with or exercise its rights under this Agreement. The parties shall execute the Memorandum of Agreement, described in Section 17 and attached as Exhibit B hereto, providing record notice of this Agreement and the terms hereof. This easement and the real covenants created herewith, described in the terms and conditions of this Agreement, run with the land and exist and are enforceable for the term of this Agreement. The parties hereby acknowledge that Company's provision of Services to the Premises increases the value of the Premises, and the Owner's covenants increase the value of Company's easement. Company will endeavor to perform work in common areas and noncommon areas during normal business hours. Owner agrees that Company may from time to time enter into various agreements or arrangements with designees, agents or authorized vendors (collectively, the "Agents") that assist Company with fulfilling its

obligations under this Agreement, and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. This easement includes such access for a period of ninety (90) days after termination of this Agreement to remove any and all of Company's Distribution System, equipment and related materials, provided, however, that Company shall not be required to remove the same.

(b) Company agrees: (i) to pay for any materials and labor reasonably necessary to install the Distribution System, and to pay for any other charges, fees, or expenses arising out of the Company's installation and maintenance of the Distribution System; (ii) to repair, at its sole cost and expense, any damage (including any necessary replacements) to any part of the Premises, including without limitation landscaping, personal property, underground facilities, and roof top facilities, caused or resulting from the misuse, negligence, or omission of Company at the Premises; (iii) to keep the Premises free of liens resulting from the installation of the Distribution System; (iv) to obtain, at its sole cost and expense, all necessary governmental authorizations and approvals for the maintenance and operation of the Distribution System on the Premises; and (v) to comply, at its sole cost and expense, with all laws, rules (including without limitation, any rules imposed by the Owners with respect to the Premises), orders, ordinances, regulations, statutes, requirements, and codes affecting its use of the Premises; provided, however, Owner shall not amend, supplement, or adopt any rules or regulations in any way which result in a material adverse impact on Company's operations at the Premises or materially restricts Company's access to the Premises. Company shall not install the Distribution System without Owner's prior written approval of its location, which shall not be unreasonably withheld, and any entrance by Company into the tenanted portions of the Premises shall be conducted in accordance with the terms of the affected tenant's lease and at a time acceptable to the tenant. Company shall complete any repair or restoration pursuant to clause (ii), above, to Owner's reasonable satisfaction; provided Owner shall have the right to complete any repairs necessitated by Company's misuse, negligence, or omissions that are structural in nature or affect any building system, and Company shall reimburse Owner for the cost thereof within (30) business days of receipt of any invoice.

2. **PROVISION OF SERVICES.** Company will provide Owner with certain of the Services as specified in the Bulk Rate Addendum attached hereto as Exhibit C, and Company, or the Agents, will market and contract any individual user at the Premises for all other Services, and all arrangements for connecting, serving and billing of its customers at the Premises for such other Services will be made directly between Company or the Agents, and such customers. Except as expressly described herein or as otherwise agreed between the parties in writing, all Company services will be provided subject to the otherwise applicable terms and conditions of service for individual customers. Owner shall pay Company for all amounts due under the Bulk Rate Addendum. Sales taxes, property taxes, franchise fees and other local, state or federally charged, imposed or authorized taxes, tax-like charges, fees, charges or surcharges resulting from, or attributable to, this Agreement or the Services are not built into Company's charges and will also be charged to Owner. Any amounts owed that are past due will accrue interest from the invoice due date until the payment date at 1.5% per month or the maximum lawful rate, whichever is less. In the event that Owner is more than 30 days past due on any amounts owed hereunder, Company shall have the right to suspend the Services until such time as Owner has fully paid all such past due amounts.

3. **TERM.** This agreement will be effective on the date thereof and continue for a period of three (3) years from the date of final unit activation (the "Initial Term") and will automatically renew for additional terms of one (1) year (each a "Renewal Term"), unless either party gives the other written notice at least ninety (90) days prior to the end of the Initial Term or then-effective Renewal Term. Together the Initial Term and any Renewal Terms shall be referred to as the "Term."

4. DISTRIBUTION SYSTEM AND INSIDE WIRING.

A. Definitions.

- i. "Customer Premises Equipment" shall mean all equipment furnished or leased to customers by Company at the Premises to enable such customers to receive the Services.
- ii. "Demarcation Point" shall mean a point located at or about twelve inches outside of where the cables carrying any of the Services enter a Unit, or as otherwise provided by all applicable statutes, rules, regulations and ordinances including but not limited to the rules and regulations of the Federal Communications Commission.
- iii. "Distribution System" shall mean all distribution plant and associated electronics, equipment and wiring installed or provided by Company or its predecessors to distribute multi-channel video programming and any other communications and information services throughout the Premises, including, without limitation, feeder lines, trunk lines, pedestals, lockboxes and Home Run Wiring installed by Company or its predecessors, but excluding Inside Wiring and Customer Premises Equipment.
- iv. "Home Run Wiring" shall mean the separate cables carrying any video or telecommunications services running from equipment in any equipment closet, room, lockbox or pedestal up to the Demarcation Point installed or provided by Company or its predecessors to distribute Services throughout the Premises.
- v. "Inside Wiring" shall mean those cables carrying any video or telecommunications services located within a Unit and including such wiring running out of such Unit out to the Demarcation Point, but shall not include wiring that is part of a "loop through" system.

- B. Ownership of the Distribution System and the Customer Premises Equipment shall at all times be and remain with Company and such Distribution System and Customer Premises Equipment shall be used exclusively by Company. The installation of the Distribution System will be in accordance with Applicable Law and Company's technical standards and shall be completed in a good and workmanlike manner. Company, at its expense, will maintain the Distribution System in accordance with Applicable Law. Any damage to the Premises caused by Company, the Agents or its employees during installation, maintenance, repair or removal of the Distribution System will be repaired by Company at Company's sole expense to Owner's reasonable satisfaction, normal wear and tear excepted.

Any damage to the Distribution System caused by Owner, its agents, its employees or any person or entity that provides multichannel video programming or other services similar in nature to the Services at the Premises (including without limitation any damage caused to the Distribution System by Owner, its agents or its employees during any maintenance, repair or renovations to the Premises) will be repaired by Company at Owner's sole expense to Company's reasonable satisfaction, normal wear and tear excepted.

- C. Ownership of the Inside Wiring shall at all times be and remain in Owner, but Owner grants to Company the non-exclusive right to use the Inside Wiring to provide Services. Owner, at its expense, will maintain the Inside Wiring in accordance with Applicable Law.

5. DISPOSITION OF DISTRIBUTION SYSTEM UPON EXPIRATION OR TERMINATION OF THE AGREEMENT. Upon expiration or termination of this Agreement for any reason (the "Expiration Date"), Company shall have the option, exercisable at any time(s) within ninety (90) days after the Expiration Date, to remove any or all portions of the Distribution System. The remainder of the Distribution System (including but not limited to cables and conduit located in the ground) not removed by Company pursuant to this Section (collectively, the "Remaining Facilities") shall, at Company's option, remain in place following the Expiration Date. The Remaining Facilities shall: (i) not be deemed to be abandoned by Company; (ii) remain the sole property of Company at all times; and (iii) not be used by Owner or any third party without Company's prior written consent.

6. OWNER OBLIGATIONS. Owner will cooperate with Company on the repossession of any Customer Premises Equipment that is in the hands of any unauthorized persons such as former occupants of Units or at the end of the Term. Owner will supply to Company the names and unit numbers of Premises' occupants, as applicable.

7. REPRESENTATIONS AND WARRANTIES.

- A. Owner represents and warrants that it is the record holder of fee title to the Premises. Owner represents that it has all requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby. The person signing on behalf of Owner represents that he or she is an authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Agreement.

The execution, delivery and performance of this Agreement by Owner and the consummation of the transactions contemplated hereby do not and will not (i) conflict with or violate any provision of any applicable laws or (ii) conflict with or result in a violation or breach of any agreement.

8. INDEMNIFICATION, LIMITATION OF LIABILITY.

- A. Owner shall indemnify, defend and hold harmless Company and its officers, directors, employees and affiliates and the Agents (the "Company Indemnitees") from and against any and all suits, claims, losses, damages, liabilities, obligations, judgments, penalties, fines, awards, costs, expenses and disbursements (including, without limitation, the costs, expenses and

disbursements, as and when incurred, of investigating, preparing or defending any claim, action, suit, proceeding or investigation) (collectively, "Losses") suffered or incurred by the Company Indemnitees based upon, arising out of or related to any breach of any of Owner's representations, covenants or other agreements under this Agreement, regardless in each case whether or not it shall be claimed that such Losses arose out of the negligence of any Company Indemnitee.

- B. The parties acknowledge that during the Term, the Services may experience interruptions or unavailability for use by Owner and occupants who are subscribers to the Services (each, a "Subscriber"). The parties further acknowledge and agree that the limitations of liability contained herein are a material inducement for Company to enter into this Agreement and provide the Services under the terms and conditions of this Agreement. Accordingly, to the extent that Services are temporarily unavailable, interrupted, degraded, or otherwise incur an outage (each, an "Interruption"); the sole and exclusive remedy for Owner or any Subscriber due to any such Interruption shall be service credits as provided for under the Franchise and any separate subscriber agreement. **EXCEPT IN CONNECTION WITH SECTION 8(A), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, PUNITIVE OR ENHANCED DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR BUSINESS HARM) ARISING OUT OF OR RELATING TO THE SERVICES OR THE PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Disclaimer of Warranty. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES.

9. **TERMINATION.** This Agreement may be terminated prior to expiration of the Term (i) by either party on 30 days' written notice, in the event of material breach of this Agreement by the other party, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure or (ii) by Company upon at least 60 days' written notice if Company is unable to continue distribution of the Services due to a loss of the Franchise or any law, rule, regulation, judgment or other reason beyond the reasonable control of Company. Upon the termination of this Agreement, the Company, upon Owner's written request, shall execute an instrument in recordable form to confirm the release of its easement rights thereunder.
10. **INSURANCE.** Company will maintain general liability and property damage liability insurance relating to its activities hereunder. Owner shall be named as additional insured and certificate holder under Company's insurance.

- 11. FORCE MAJEURE.** Neither party will be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of the occurrence of an event of "force majeure", or other causes beyond such party's reasonable ability to control.
- 12. SUCCESSORS TO BOTH PARTIES; RELATED PARTIES TO COMPANY.** The benefits and obligations of this Agreement will inure to and be binding upon the successors, assigns, heirs, and personal representatives of Company and Owner. The rights and obligations of Company under this Agreement may be enforced or performed, as the case may be, by Company or any other entity controlling, controlled by or under common control with Company.
- 13. ASSUMPTIONS; TRANSFER NOTICES.** If Owner transfers the Premises by sale, gift, disposal, transfer or other conveyance (a "Transfer"), any such Transfer will be subject to this Agreement, which touches and concerns the Premises and the easement conveyed herewith and runs with the land. As a condition to transferring the Premises, Owner shall provide Company with written notice of the potential Transfer, including the name(s) and address(es) of the potential transferee(s), to Company at least thirty (30) days before the Transfer occurs. Upon such Transfer, Owner must provide to Company the written agreement of the transferee assuming Owner's obligations hereunder within thirty (30) days after the Transfer occurs. Failure to do so shall not affect the enforceability of this Agreement.
- 14. LEGAL STATUS.** This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Company and Owner. Neither party will have the right, power or authority to act for the other in any manner.
- 15. LEGAL ACTIONS.** If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action will be entitled to recover its costs and expenses of such action, including reasonable attorneys' fees.
- 16. CONFIDENTIALITY.** Owner and Company shall not disclose any of the terms of this Agreement to any third party without the prior written consent of the other party. Notwithstanding the foregoing, the parties may, without the prior written consent of the other party, disclose the terms of this Agreement (i) as reasonably necessary to its employees, representatives, affiliates, attorneys, accountants, management agencies, and any potential bona fide purchasers ("Permissible Parties"), so long as such Permissible Parties agree to be bound by the confidentiality provisions of this Section; or (ii) as required by law.
- 17. MEMORANDUM AGREEMENT.** This Agreement shall not be recorded in any public records; however, the parties shall execute a Memorandum of this Agreement in substantially the same form as Exhibit B attached hereto, the original of which Owner shall, at the Company's option, cause to be recorded in the public land records.
- 18. NOTICES.** Except as otherwise indicated, all notices required or permitted hereunder will be given in writing addressed to the Parties as set forth below and will either be (i) personally delivered, (ii) transmitted by postage prepaid certified mail, return receipt requested or (iii) transmitted by nationally-recognized private express courier, and will be deemed to have been given on the date of receipt if delivered personally, five days after deposit in mail, or two days after deposit with an express courier. Either Party may change its address for purposes hereof by written notice to the other. The addresses for the Parties are as follows:

If to Owner:
Lafayette County Detention Center
711 Jackson Ave E
Oxford, MS 38655

If to Company:
MaxxSouth Broadband
105 Allison Cove
Oxford, MS 38655
Attn: Senior Mgr Business Dev

Mailing Address:
Lafayette County Detention Center
PO BOX 1240
Oxford, MS 38655

With copy to:
MaxxSouth Broadband
105 Allison Cove
Oxford, MS 38655
Attn: Director of Sales

- 19. MISCELLANEOUS PROVISIONS.** This Agreement supersedes any and all other access agreements, either oral or written, between the parties hereto, other than any grant of easement entered into by the parties concurrently with this Agreement. This Agreement (and any such grant of easement) contains the entire agreement between Owner and Company and may not be amended except by an agreement in writing signed by the parties. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 20. INTERPRETATION.** The parties have participated jointly in the negotiation and drafting of this Agreement. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof and thereof.
- 21. SURVIVAL.** The termination or expiration of this Agreement will not impair parties then accrued rights, obligations or remedies. The terms and conditions of Sections 7, 8 and 16 shall survive expiration or termination of this Agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement on the date above first written.

Lafayette County Detention Center

**BCI Mississippi Broadband, LLC
d/b/a MaxxSouth Broadband**

By: _____

By: _____

Name: _____

Name: Brandon Hanger

Title: _____

Title: President

DS MB	DS RJM	Initial BWK
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[Remainder of the page intentionally left blank]

EXHIBIT A

Legal Description of the Premises

[Please attach legal description]

EXHIBIT B

Memorandum Agreement

Prepared By Without Title Examination
and Return To:

Thomas J. Suszek, Esq. (MS Bar No. 8079)
P. O. Drawer 707
Oxford, MS 38655-0707
Telephone: (662) 234-8775

INDEXING INSTRUCTION: [TO BE INSERTED]

Grantor:

Phone: _____

Grantee:

BCI Mississippi Broadband, LLC d/b/a
MaxxSouth Broadband
105 Allison Cove
Oxford, MS 38655
Phone: 662-259-3221

MEMORANDUM OF AGREEMENT WITH EASEMENT AND COVENANTS

THIS MEMORANDUM OF AGREEMENT WITH EASEMENT AND COVENANTS

("Memorandum") is made and entered into effective the ____ day of _____,
2025, by and between _____ (hereafter "Grantor") and BCI Mississippi
Broadband, LLC d/b/a MaxxSouth Broadband (hereafter "Grantee").

WITNESSETH:

WHEREAS, Grantor owns certain real property and improvements situated in Lafayette County, Mississippi, commonly known as Lafayette County Detention Center and located at 711 Jackson Ave (the "Premises"), which is more particularly described on attached Exhibit A; and

WHEREAS, Grantor and Grantee have entered into that certain MDU Easement and Service Agreement ("Agreement") effective as of even date; and

WHEREAS, Grantor conveyed an easement to Grantee in the Agreement, providing to Grantee and its successors an easement to, across, under and over the Premises, together with rights of ingress and egress, for the purposes of, as Grantee deems necessary or desirable, providing Services to the Premises and executing the terms of the Agreement.

WHEREAS, the Agreement provides for, among other things, Grantee's right to provide Services to the Premises for the duration of the term(s) of the Agreement, including, without limitation, cable television and/or other electronic data services, together with related wires, lines, software, hardware, equipment and other materials; and

WHEREAS, the initial term of the Agreement is for a period of three (3) years from the effective date, together with, pursuant to the terms of the Agreement, one or more renewals and/or options to renew; and

WHEREAS, access to the Premises is an integral part and material term of the Agreement and to further its purposes, the parties desire that this Memorandum be recorded in the public land records.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties as set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby give notice to any and all interested parties of the existence and terms of the Agreement including, without limitation, the aforementioned easement and the Grantee's rights to provide Services at the Premises.

This Memorandum is not intended to amend or modify the terms of the Agreement; in the event of a conflict between the terms of this Memorandum and the terms of the Agreement, those terms of the Agreement shall control.

From this date forward, the Premises shall be subject to the easement and to all other covenants, conditions, and restrictions of the Agreement, all such matters to run with the land for the duration of the Agreement. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

By accepting title or any beneficial interest in the Premises whatsoever, any such interested party shall be deemed to have accepted, ratified, and agreed to be bound to the obligations of the Grantor under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below, effective on the day and year first written above.

GRANTOR

By: _____

Title: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Before me the undersigned authority personally appeared, _____, as
(title) _____ of _____, this the _____ day of
_____, 2025, and who acknowledged that he/she executed the foregoing
Memorandum on behalf of _____ after being authorized so to do.

GIVEN under my hand and official seal, on this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

GRANTEE

BCI Mississippi Broadband, LLC d/b/a
MaxxSouth Broadband

By: [Signature]

Title: VP + GM

STATE OF MISSISSIPPI

COUNTY OF Lafayette

Before me the undersigned authority personally appeared, Heriberto Hernandez as
(title) VP + GM of BCI Mississippi Broadband, LLC d/b/a MaxxSouth
Broadband, this the 5th day of NOVEMBER, 2025, and who acknowledged that
he/she executed the foregoing Memorandum on behalf of BCI Mississippi Broadband, LLC d/b/a
MaxxSouth Broadband, after being authorized so to do.

GIVEN under my hand and official seal, on this the 5th day of November, 2025.

[Signature]
Notary Public

My Commission Expires:

3-26-29

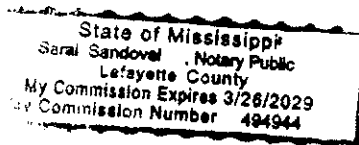


EXHIBIT A [of Memorandum]

Description of the Premises

[Please attach legal description]

EXHIBIT C

Bulk Service Rate Addendum

1. Bulk Rate Service:

- a. Bulk Rate Service shall be for (i) Company's Basic and Expanded Basic Cable Service tiers
- b. Basic and Expanded Basic Cable Service
 - i. Bulk rate for the Basic and Expanded Basic Cable Service is \$27.94 per unit x 19 units = \$530.86 per month plus applicable taxes and fees, as mandated or required by law.
 - ii. Company shall provide, at no additional monthly charge, up to eight (8) DTAs, during the term of this Agreement.
 - iii. If additional DTAs and/or remotes are needed above the provided allotment, upon request the Company shall provide additional converters and/or remotes for Company's then-current rate.
- c. Owner will receive a minimum 30-day written notice by Company of bulk rate adjustment. Company agrees that no rate adjustments will be made during the first (12) months from date of activation for video services. Each year thereafter, the rates may be increased up to 5% annually.
- d. As may be needed during the term, lost or stolen DTAs, power cords or remotes are available to be ordered from the Company by property management at published replacement rates.
- e. Additional Services: Owner and Company agree that Company shall have the right to disconnect additional services from individual Subscribers, if such Subscriber fails to timely render required payment for such services.