Resolution No.: 20-1187
Introduced: July 21, 2026
Adopted: July 28, 2026

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: Council President at the Request of the County Executive

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SUBJECT: Resolution to Approve a Franchise Agreement with Shentel Asset Entity I, LLC for Use of the Public Right-of-Way for Non-cable Wireline Facilities

Background

1. Sections 49-20 and 49-21 of the County Code provide that the County Council may grant a franchise for use of the public right-of-way after:

   a. the franchise applicant publishes notice of the application once a week for 3 consecutive weeks in a newspaper of general circulation in the County;

   b. the County Executive holds a hearing on the application if any taxpayer or affected property owner objects to the franchise within 10 days after the last notice of the application is published; and

   c. the Executive makes a written recommendation to the Council about the franchise, including findings about the value of the franchise, any response to objections that have been raised and any other relevant issues.

2. On April 2, April 9 and April 16, 2026, Shentel Asset Entity I, LLC published notice of its application for a franchise to use the public right-of-way. The Executive received no objections to the franchise by the statutory deadline and was therefore not required to conduct a hearing on the franchise application.

3. On July 6, 2026, the Council received the Executive's recommendation to grant a franchise to Shentel Asset Entity I, LLC under a proposed franchise agreement.

Action

The County Council for Montgomery County, Maryland approves the following resolution:

The Council grants the franchise under the terms of the attached franchise agreement, the terms of which are incorporated herein by reference.

This is a correct copy of Council action.

Sara R. Tenenbaum
Clerk of the Council

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SHENTEL ASSET ENTITY I LLC
FRANCHISE AGREEMENT FOR NON-CABLE WIRELINE FACILITIES

The County Council for Montgomery County, Maryland, having approved by Resolution No. 20-1187 dated the 21st day of July, 2026, a Franchise to construct and maintain Facilities in the Public Right-of-Way, this Franchise Agreement is made as of this 28th day of July, 2026, by and between Montgomery County, Maryland, a body corporate and politic (hereafter the "County"), and Shentel Asset Entity I LLC, a Maryland limited liability company (hereafter "Grantee").

RECITALS

WHEREAS, under Maryland and County laws, the County has the right and power to regulate the time, location, and manner of attachment, installation, operation, and maintenance of the aerial facilities in the Public Right-of-Way within the limits of the County; and

WHEREAS, the Grantee wishes to construct, install, operate, and maintain over approximately three (3) miles of aerial Facilities on existing utility poles within the Public Right-of-Way; and

WHEREAS, the Grantee has made application to the County for a franchise to construct, install, operate, and maintain the Facilities in, under, over, and upon the Public Right-of-Way of the County, pursuant to Chapter 49 of the Montgomery County Code 2024, as amended; and

WHEREAS, the Grantee has caused said franchise application to be published once a week for three consecutive weeks in one or more newspapers having general circulation in the County, setting forth the location, character and extent of the franchise sought, and stating the terms and compensation to be received therefor; and

WHEREAS, it appears to Montgomery County that the granting of the requested franchise is proper pursuant to Chapter 49 of the Montgomery County Code 2024, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Franchise Agreement is entered into by and between the parties subject to the following terms and conditions:

1. DEFINITIONS.

For the purposes of this Agreement, the following words, terms, phrases, and their derivations will have the meanings given herein.

1.1 "Affiliate" of a Person means a corporation, partnership, limited partnership, limited liability company, or similar entity that controls, is controlled by, or is under common control with the Person.

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1.2 "Agency" means any governmental agency or quasi-governmental agency other than the County, including the FCC and the PSC.

1.3 "Agreement" means this Franchise Agreement.

1.4 "CAO" means the Chief Administrative Officer of the County or authorized designee.

1.5 "County" means Montgomery County, Maryland.

1.6 "Effective Date" means the date of the Council resolution approving this Agreement.

1.7 "Facilities" means fiber optic cables, conduits, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities located or to be located by the Grantee in the Public Right-of-Way and used or useful for providing Services.

1.8 "FCC" means the Federal Communications Commission.

1.9 "Gross Revenues" means all revenues and other consideration derived by the Grantee or its Affiliates, or any other person, from Services provided in the County and from the use, operation, lease, or license of all or part of the Facilities, including but not limited to all revenues and consideration derived from co-location agreements. "Gross Revenues" does not include the local, state, or federal taxes or surcharges collected by the Grantee that have been billed to a Subscriber and separately stated on such bill.

1.10 "Law" means any and all judicial decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other requirement of the Federal Government, State, or County, or other Agency having joint or several jurisdiction over the parties to this Agreement, in effect either on the Effective Date or at any time during the presence of a telecommunications system in the Public Right-of-Way.

1.11 "Grantee" means Shenandoah Cable Television LLC, a Maryland limited liability company, and its lawful successors, assigns, and transferees.

1.12 "Person" means an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust, and any other form of business association or organization of any kind.

1.13 "PSC" means the Maryland Public Service Commission.

1.14 "Public Right-of-Way" means any location in, upon, above, along, across, under, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, sidewalks, and places, or other easements now or hereafter held by the County for any public purpose, as the same now or may thereafter exist that are under the jurisdiction of the County. This term shall not refer to

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property owned by any Person or Agency other than the County, except as provided by applicable Laws or pursuant to an agreement between the County and any such Person or Agency.

1.15 "Services" means the transmission, using the Facilities, of any information, including, but not limited to, voice, video, or data**.** **"**Services" includes telephone service and internet service but does not include (i) over-the-air broadcasts to the public at large licensed by the FCC or any successor thereto, (ii) cable service (the one-way transmission to Subscribers of video programming or other programming services, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service), or (iii) OVS service (cable-like services provided through an open video system for which certification is granted by the FCC under Section 653 of the Telecommunications Act of 1996.)

1.16 "Subscriber" means any Person to whom the Grantee provides Services or who, by contract or agreement with the Grantee, uses any part of the Facilities. "Subscriber" includes Persons outside the County who the Grantee has allowed, by contract or agreement, to use the Facilities in the County.

1.17 "Telecommunications System" or "System" means all or any part of the fiber optic cables, conduits, converters, splice boxes, cabinets, handholes, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities placed by the Grantee in the County and used to provide Services.

2. TERM.

This Agreement shall be for a term of ten (10) years, unless it is earlier terminated by either party in accordance with the provisions herein and shall commence on the Effective Date. This Agreement and any permits issued hereunder are subject to any present and future franchise, legislation or resolution that may be enacted by the County Council.

3. SCOPE OF FRANCHISE.

3.1 Any and all rights expressly granted to the Grantee under this Agreement, which will be exercised at the Grantee's sole cost and expense, will be subject to the prior and continuing right of the County under applicable Laws to use any and all parts of the Public Right-of-Way only, exclusively or concurrently, with any other Person or Persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title which may affect the Public Right-of-Way. Nothing in this Agreement will be deemed to grant, convey, create, or vest a perpetual real property interest in land in the Grantee, including any fee, leasehold interest, or easement. The County makes no representations or warranties with respect to the title to the Public Right-of-Way or the nature of the County's interest in the Public Right-of-Way. If there are other interests, if any, in the Public Right-of-Way, the Grantee must obtain the necessary consent for its use from each Person who holds any such interest. The Grantee must indemnify and hold the County harmless from any claims or costs arising out of or related to a constitutional takings claim or other legal action by reason of the Grantee's use of the Public Right-of-Way.

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3.2 The County hereby grants a non-exclusive right to the Grantee to construct, reconstruct, install, operate, maintain, locate, move, remove, reattach, reinstall, relocate, and replace the Facilities in or upon, under, above, and across the Public Right-of-Way within the area described in Exhibit A, in accordance with County laws, for use in the provision of Services to Persons located inside or outside the County.

3.3 The County hereby further authorizes the Grantee to construct, reconstruct, install, operate, maintain, locate, move, remove, reattach, reinstall, relocate, and replace its Facilities in or on street light poles, power poles, or other property owned by public utility companies or other property owners located within the Public Right-of-Way as may be authorized by the public utility company or property owner, as the case may be. The Grantee must obtain permission from the individual pole or property owner prior to the time that the Grantee undertakes any of the activities authorized by this Agreement. Upon request, the Grantee must provide documentation of said permission to the County. Prior to undertaking any construction activity, the Grantee must provide reasonable advance notice to affected property owners as required by Law.

3.4 Except as authorized by applicable Law or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, the Grantee must not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, street lights, cable television, broadband, and other public safety or telecommunications, utility, and County or municipal property without the express written approval of the owner or owners of each affected property.

3.5 The Grantee must comply with all applicable Law in the exercise and performance of its rights and obligations under this Agreement. The Grantee hereby acknowledges that the rights granted by this Agreement are subject to the police powers of the County.

3.6 The Grantee represents and agrees that the Facilities subject to this Agreement will be used exclusively for the rendering of Services and no other services, except to the extent that the Grantee is required by State or Federal authorities, in the proper exercise of their jurisdiction over such matters, to make the Facilities available for use by third parties.

4. FEES AND TAXES.

4.1 The compensation set forth herein is for use of the Right-of-Way for Facilities owned solely by the Grantee and used for the provision of Services. The Grantee may use the Public Right-of-Way to provide additional services or other facilities only by an express amendment to this agreement, or by separate franchise agreement with the County for Public Right-of-Way use.

4.2 Without limiting the foregoing, the fees provided for in this Section are not in lieu of any fee or tax to which the Grantee may be subject or relieve the Grantee of any obligation to collect and remit any tax in accordance with applicable Law.

4.3 The County is not presently seeking monetary compensation for the Grantee's use and occupation of the Public Right-of-Way to provide the Services, except that it may charge the

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Grantee, for any costs that the Grantee requires it to incur, including the fee for negotiating this Franchise (pursuant to section 4.8), and for all permitting fees, inspection fees, and the costs of moving County property to permit the installation or maintenance of the Facilities. The Grantee must pay compensation for use and occupancy of the Public Right-of-Way to provide the Services as the County may establish which, at the County's option, and to the extent authorized by law, may be based on the costs to the County of maintaining and acquiring the Public Right-of-Way, or up to five (5) per cent of the Gross Revenues derived from the operation of the Facilities to provide the Services, or a per footage fee (which fee may be on linear, square or cubic footage basis) that equates to fees charged to utilities or cable systems for use of the Public Right-of-Way, or reflects the value of the particular property used or proposed to be used, or such other amount approved by the County Council.

4.4 County will provide the Grantee with at least six (6) months' notice before assessing fees under subsection 4.3. The County will be entitled to the maximum compensation permitted under applicable law after providing the notice required by this subsection. If a fee is imposed, the Grantee must pay the fee every six (6) months.

4.5 The Grantee must remove the Facilities within the timeline specified in subsection 5.3 after termination of this Agreement. If Grantee does not remove its Facilities as set forth herein, the County may either retain ownership of the Facilities or, at its option, remove the Facilities itself and charge the Grantee for the actual and reasonable costs for such removal.

4.6 The Grantee will maintain books and records necessary to permit the County to determine compliance with this Agreement, including the amount owed by the Grantee. The acceptance of any payments will not be treated as an accord or satisfaction. Upon no less than ten (10) business days notice by the County, to audit the Grantee's books and records, the Grantee must produce its books and records for review at the County's offices, or in such other manner acceptable to the County necessary to determine whether the fees owed under this Agreement are being paid. The County may also inspect the Facilities to ensure that the fees owed under this Agreement are being paid. If an audit or inspection shows that the Grantee has underpaid the amount due hereunder by 5% or more for any year reviewed, the cost of the audit or inspection must be paid by the Grantee.

4.7 Interest will be charged on any late payment computed from the due date at the statutory interest rate on judgments under State law, or if there is no such rate, the prime rate charged by the bank the County uses as its main depository, plus 3%.

4.8 The Grantee must reimburse the County within thirty (30) days of the receipt of a written request in accordance with Section 9, for all reasonable expenses relating to the preparation, issuance, implementation, and administration of this Agreement, not to exceed Two Thousand Dollars ($2,000) in the aggregate. The reimbursement is a one-time fee related to the initial issuance of the Franchise Agreement.

5. REMOVAL AND RELOCATION OF TELECOMMUNICATIONS SYSTEM.

5.1 The Grantee understands and acknowledges that the County may require the Grantee to relocate the Facilities. At the County's request, the Grantee must, within sixty (60) days

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after receipt of prior written notice in situations described in subsection (i) below, and immediately in situations described in subsections (ii) and (iii) below, relocate the Facilities, at the Grantee's sole cost and expense, whenever the County reasonably determines that relocation is needed: (i) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a County project, facility, or service; (ii) because the Facilities are interfering with or adversely affecting proper operation of the County light poles, traffic signals, or other County facilities, or (iii) to protect or preserve the public health, safety, or welfare including, without limitation, any emergency situation. The Grantee must obtain all permits and approvals required by the County before relocating the Facilities. If the Grantee fails to relocate the Facilities as requested by the County in accordance with this paragraph, the County will be entitled to remove the Facilities at the Grantee's sole cost and expense after providing reasonable notice.

5.2 If any part of the Facilities subject to this Agreement is abandoned by not being placed in service for a period of six (6) months or more, the Grantee promptly will notify the County, and the Grantee must, at the Grantee's sole cost and expense, promptly remove the abandoned part of the Facilities or dedicate the same to the County. The County will not issue notice to the Grantee that the County requires removal or dedication of any part of the Facilities, unless and until the County first issues all required County permits and approvals required of the County for such activity and gives thirty (30) days' prior written notice to the Grantee to remove the telecommunications system. If the Grantee fails to remove any part of the Facilities as required by the County under this paragraph, the County will be entitled to remove any part of the Facilities and Grantee must reimburse the County for its actual and reasonable costs for such removal. If Grantee abandons the Facilities, then Grantee must execute such documents of title as will convey all right, title, and interest in the abandoned Facilities, but in no other property, intellectual or otherwise, to the County.

5.3 Whenever the construction, reconstruction, installation, location, removal, reattachment, reinstallation, or relocation of the Facilities is performed by the Grantee under this Agreement, and such construction, reconstruction, installation, location, removal, reattachment, reinstallation, or relocation causes the Public Right-of-Way to be damaged, the Grantee, at its sole cost and expense, promptly will repair and return the Public Right-of-Way in which the Facilities are located to its previous condition. If the Grantee does not repair the site as required, then the County will have the option to perform or cause to be performed such reasonable and necessary work on behalf of the Grantee and charge the Grantee for the proposed costs to be incurred at the County's standard rate, if any, or the actual costs incurred by the County. Upon the receipt of a demand for payment by the County, the Grantee must reimburse the County for such costs.

6. CONSTRUCTION PERMIT AND SECURITY DEPOSIT.

6.1 If the construction, reconstruction, installation, location, removal, reattachment, reinstallation, or relocation of the Facilities requires any construction work in the Public Right-of-Way, the Grantee must apply for the appropriate street opening and other permits required by Law. The Grantee will perform such construction work as required by the permits and in accordance with all applicable Laws.

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6.2 Within thirty (30) days of the completion of any construction, reconstruction, installation, location, removal, reattachment, reinstallation, or relocation work, the Grantee promptly will furnish to the County, in hard copy and electronic format or other format reasonably acceptable to the County, suitable documentation containing a full set of drawings showing, in detail, the exact location of the Facilities in the Public Right-of-Way.

6.3 The Grantee must deposit or file with the County a cash security deposit, a surety bond acceptable to the County Attorney, or letter of credit acceptable to the County Attorney within thirty (30) days of the Effective Date, in the amount of Fifty Thousand Dollars ($50,000) as security for the faithful performance by the Grantee of the provisions of this Agreement and the Laws. If the Grantee fails to pay the County any taxes, fees, costs or expenses within ten (10) days of receipt of notice to pay from the County or fails to comply with any provision of this Agreement or the Laws that can be remedied by an expenditure from the security fund, then the County may proceed to immediately withdraw the amount thereof or proceed against the cash security deposit, surety bond, or the letter of credit. Such action by the County is in addition to any other remedy provided to the County by this Agreement or the Laws. If the Franchise is terminated or revoked for cause by the County, the security fund will become the property of the County, unless there are no outstanding defaults or monies owed to the County, in which case, the Grantee may request that the County return the security deposit, the surety bond, or the letter of credit.

7. INDEMNIFICATION AND WAIVER.

7.1 The Grantee agrees at its sole cost and expense to indemnify, protect, defend and hold harmless the County, the county executive, county council members, officers, employees, and agents, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred resulting from including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "Losses") arising, directly or indirectly, in whole or in part, out of the activities or facilities of the actions of Grantee, its officers, employees, agents, consultants, attorneys, and contractors, described in this Agreement, in construction, operating or maintaining the Facilities, except to the extent arising from or caused by the gross negligence or willful misconduct of the County, the county executive, county council members, officers, employees, agents, or contractors. Grantor agrees to give Grantee written notice of its obligation to indemnify Grantor within a reasonable period of time after receipt of a claim, action or judgment pursuant to this section.

7.2 The waiver by either party of any breach or violation of any provision of this Agreement will not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

7.3 The Grantee waives any and all claims, demands, causes of action, and rights it may assert against the County on account of any loss, damage, or injury to the Telecommunications System or any loss or degradation of the Services as a result of a sudden or gradual loss or change of electrical power caused by or arising from the installation, maintenance, replacement, or relocation of any County-owned facility in the Public Right-of-Way (except to the extent caused by or arising from the gross negligence or willful misconduct of the County), or an Act of God, an

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event or occurrence which is beyond the reasonable control of the County, a power outage, or a lightning strike. Nothing herein will be construed to waive the County's governmental immunity.

8. INSURANCE.

8.1 The Grantee must obtain and maintain at all times during the term of this Agreement comprehensive general liability insurance and comprehensive automotive liability insurance protecting the Grantee in an amount of not less than two million dollars ($2,000,000) (including umbrella or excess coverage) per occurrence (combined single limit), including bodily injury and property damage, and not less than two million dollars ($2,000,000) (including umbrella or excess coverage) aggregate, for each personal injury, products-completed operations, and each accident. Such insurance must name the County, the county executive, its council members, officers, employees, agents, and contractors as additional insured for any liability arising out of the Grantee's performance of work under this Agreement, or suitable additional-insured endorsement acceptable to the County. Coverage must be provided in accordance with the limits specified and the provisions indicated herein. Claims-made policies are not acceptable. Such insurance must not be canceled or materially altered to reduce coverage until the County has received at least thirty (30) days advance written notice of such cancellation or change. The Grantee will be responsible for notifying the County of such change or cancellation.

8.2 The Grantee, within thirty (30) days of the Effective Date of this Agreement, must file the required original certificate(s) of insurance with endorsements with the County, subject to the County's prior approval, which must clearly state all of the following:

8.2.1 Policy number; name of insurance company; name, address, and telephone number of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts. Each policy of insurance required by this Agreement must be issued by a responsible insurance company qualified and authorized to do business in the State of Maryland.

8.2.2 Thirty (30) days prior written notice to the County is required for any change or cancellation to the insurance policy.

8.2.3 The Grantee's insurance is primary to any other valid or collectible insurance that the County may possess, including any self-insured retentions the County may have, and any other insurance the County does possess will be considered excess insurance only and will not be required to contribute with this insurance.

The certificate(s) of insurance with endorsements and notices will be mailed to:

Chief Administrative Officer
Montgomery County, Maryland
Executive Office Building
101 Monroe Street
Rockville, Maryland 20850

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With a copy to

Technology and Enterprise Business Solutions
100 Maryland Avenue, Suite 2600
Rockville, Maryland 20850
ATTN: Chief Broadband Officer

8.3 The Grantee must obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than five hundred thousand dollars ($500,000) or such other amounts required by Maryland law and furnish the County with a certificate showing proof of such coverage.

8.4 Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which must be sent to and approved by the County prior to the execution of this Agreement.

9. NOTICES.

All notices which must or may be given pursuant to this Agreement must be in writing and delivered personally or transmitted: (i) through the United States mail, by registered or certified mail, postage prepaid; (ii) by means of prepaid overnight delivery service; or (iii) by facsimile transmission, if followed by a hard copy of the same delivered through the U.S. mail or by overnight delivery service as just described, as follows:

County:	Chief Administrative Officer Executive Office Building 101 Monroe Street Rockville, Maryland 20850
With a copy to	Technology and Enterprise Business Solutions 100 Maryland Avenue, Suite 2600 Rockville, Maryland 20850 ATTN: Chief Broadband Officer And Montgomery County Council 100 Maryland Avenue, Fourth Floor Rockville, Maryland 20850 ATTN: Legislative Counsel
Shentel:	Shentel Center 500 Shentel Way Edinburg, VA 22824 ATTN: Chris Kyle

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Any cash security deposit, surety bond, or letter of credit must be delivered or mailed to:

Director, Department of Permitting Services
2425 Reedie Drive, 7th Floor
Wheaton MD 20904

Notices will be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. Either party may designate any other address for this purpose by written notice to the other party in the manner set forth above.

10. TERMINATION AND DEFAULT.

10.1 This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default (or, if such default is not curable within thirty (30) days, if the defaulting party fails to commence such cure within thirty (30) days or thereafter fails to diligently prosecute such cure to completion), provided that the grace period for any monetary default is ten (10) business days from receipt of notice.

10.2 The County reserves the right to revoke the Franchise, subject to reasonable notice and the opportunity to cure as set forth in Section 11.1 for a material breach of the Franchise, including, but not limited to the following: (i) non-payment of franchise fees, (ii) failure to comply with the provisions of the Laws and this Agreement, (iii) use of the Public Rights-of-Way in violation of this Agreement, and (iv) misreporting any required compensation amount.

10.3 Each party retains all of its rights to enforce this Agreement. The County reserves the right to seek injunctive relief, mandamus, or any other appropriate relief as may be necessary to enforce or correct a violation of the provisions of the Law or this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 The Grantee must not transfer or assign the franchise, Facilities, or System or any part thereof to a third party without the express prior written consent of the County, which consent will not be unreasonably withheld, conditioned, or delayed. The Grantee must give the County prior written notice of any proposed assignment or transfer for which the County's consent is required hereunder. The County Council must give the Grantee written approval or disapproval of any such proposed assignment or transfer within a reasonable time period. The Grantee must provide all information and documents reasonably requested by the County relating to the assignment or transfer.

11.2 The Grantee understands that this Agreement does not provide the Grantee with exclusive use of the Public Right-of-Way and that the County will have the right to permit other providers of telecommunications systems to install equipment or devices in the Public Right-of-Way.

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11.3 This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes all prior understandings and agreements, whether written or oral. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

11.4 This Agreement may not be amended except pursuant to a written instrument signed by both parties.

11.5 If any one or more of the provisions of this Agreement is held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) will be deemed severable from the remaining provisions of this Agreement and will in no way affect the validity of the remaining portions of this Agreement.

11.6 The Grantee will be available to the staff employees of any County department having jurisdiction over the Grantee activities 24 hours a day, 7 days a week, regarding problems or complaints resulting from the construction, reconstruction, installation, location, removal, reattachment, reinstallation, or relocation of the Facilities. The County may contact the Grantee by telephone at the Shentel Network Operations Center, telephone number 800-768-5220 regarding such problems or complaints.

11.7 This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without reference to its conflicts of law principles. In the event that suit is brought by a party to this Agreement, the parties agree that trial of such action will be vested exclusively in the state courts of Maryland, or in the United States District Court of Maryland, Southern Division.

11.8 All exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and will be deemed a part of this Agreement.

11.9 This Agreement is binding upon the successors and assigns of the parties hereto.

11.10 The Grantee acknowledges that the County may develop rules, regulations, and specifications that apply to the construction, reconstruction, installation, location, removal, reattachment, reinstallation, or relocation of the Facilities in the Public Right-of-Way, and such rules, regulations, and specifications, when finalized, will govern the Grantee's activities hereunder as if they were in effect at the time this Agreement was executed.

11.11 The Grantee agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 2024, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Grantee assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

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11.12 The Grantee represents that it has not retained anyone to solicit or secure this Agreement from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or a bona fide established commercial selling or leasing agency maintained by the Grantee for the purpose of securing business or an attorney rendering a professional legal service consistent with applicable canons of ethics.

11.13 The Grantee understands that, unless authorized under Section 11B-52 and Chapter 19A of the Montgomery County Code 2024, as amended, it is unlawful for any person transacting business with the County to employ a public employee for employment contemporaneous with his or her public employment.

11.14 It is expressly understood that the County must not be construed or held to be a partner or associate of the Grantee in the conduct of the Grantee's business.

11.15 In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party must not unreasonably condition, delay or withhold its approval or consent.

This section left intentionally blank

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11.16 Nothing in this agreement shall impair, diminish, supersede, or otherwise affect any authority or remedy that the County may have against the Grantee or any other Person, such as another current or former franchisee. This franchise is granted to the Grantee subject to any such authority or remedy, even if the exercise of that authority or remedy affects the System. The Grantee agrees to cooperate with the County in any action to enforce County law or any franchise agreement against another Person.

WITNESS:

By: _____

Dale Tibbits
Printed Name

MONTGOMERY COUNTY, MARYLAND
Pending final Council approval per Sec. 49-20,
Recommended by:

By: _____

Marc Elrich
Montgomery County Executive

Approved as to Form and Legality
Office of the County Attorney

By: _____

Date: 6/26/26

The Provisions of this Agreement are agreed to and hereby accepted.

SHENTEL ASSET ENTITY I LLC

By: Signed by: Edward H. McKay 2EB5461785D747E...

Printed Name: Edward H. McKay

Title: Managing Member

Date: 6/25/2026

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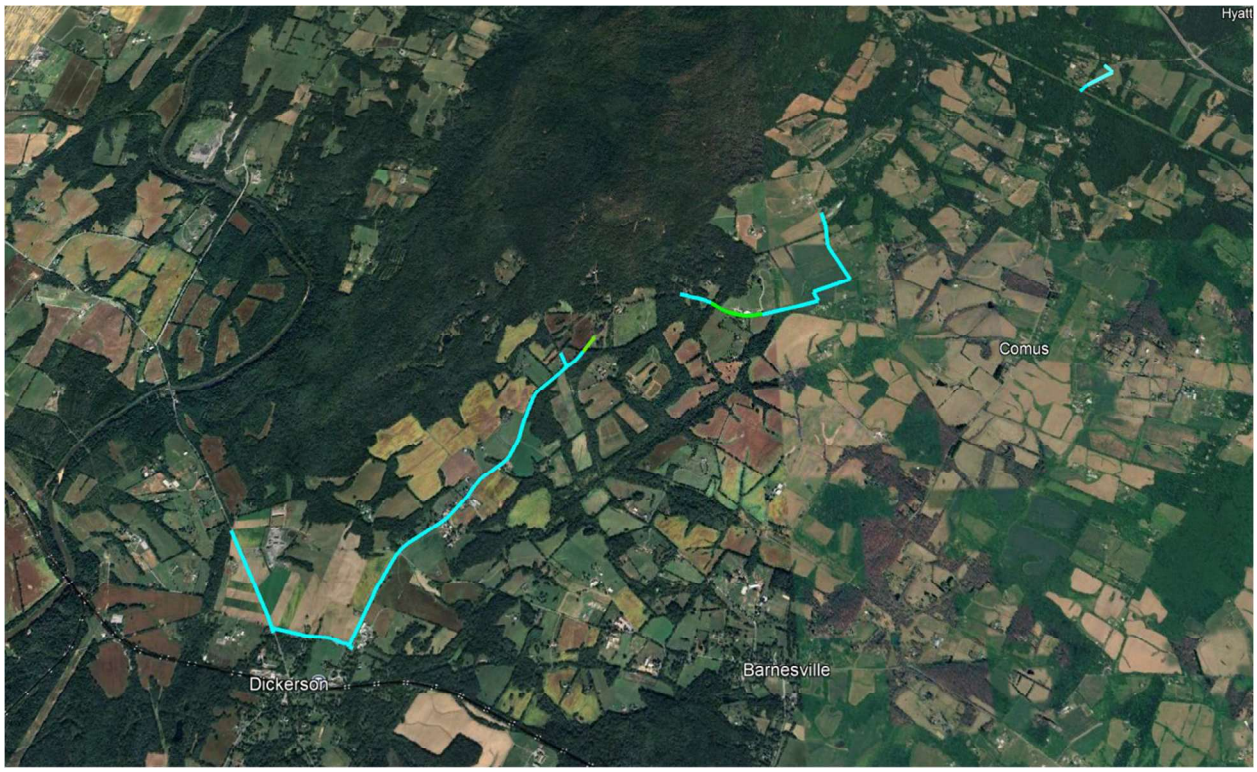
Exhibit A

Shentel Asset Entity I LLC
Non-Cable Wireline Public Right-of-Way Use Area in Montgomery County

The areas within Montgomery County depicted on the map below, including within 1,000 feet of the roads described herein:

- Slate Quarry Rd., approximately 700 ft northwest from Old Hundred Rd.
- Old Hundred Rd. from Slate Quarry Rd. through the utility transmission right-of-way
- Comus Rd., west of Sugarloaf Mountain Rd, from the Frederick County line for approximately 3,200 feet.
- Comus Rd., approximately 1,000 feet east from the Frederick County line to the third unnamed road in Montgomery County
- Sugarloaf Mountain Rd., southwest from the Frederick County line to the intersection of Mt. Ephraim Rd. and W. Harris Rd.
- Mt. Ephraim Rd., south and southwest from the Frederick County line to Mouth of Monocacy Rd.
- Mouth of Monocacy Rd. from the nearest pole at Mt. Ephraim Rd. to Dickerson Rd.
- Dickerson Rd., southwest from the Frederick County line to Mouth of Monocacy Rd.

Public Right of Way Routes in Montgomery County
(map also show non-franchise area utility easement for informational purposes near Comus Rd)



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Montgomery County and Frederick County routes with county boundaries



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SHENTEL-01 ADIJULIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alera Group 1041 Old Cassatt Road Berwyn, PA 19312	CONTACT NAME: Michelle Neff PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: michelle.neff@aleragroup.com
INSURED Shenandoah Telecommunications Company 500 Shentel Way Edinburg, VA 22824	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Phoenix Insurance Co. 25623 INSURER B : Travelers Indemnity Company 25658 INSURER C : Travelers Property Casualty Co of Amer 25674 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	630-1T918981-26	3/31/2026	3/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	810-1T876580-26	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP-2T105365-26	3/31/2026	3/31/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-2T364062	3/31/2026	3/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:
Shentel Broadband Operations, LLC
Shenandoah Telecommunications Company
Shenandoah Cable Television, LLC
Shenandoah Personal Communications, LLC
Shenandoah Mobile, LLC
Shentel Management Company
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Chief Administrative Officer
Montgomery County, Maryland
Executive Office Building
101 Monroe Street
Rockville, MD 20850

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian C Block

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AGENCY CUSTOMER ID: SHENTEL-01 ADIJULIO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Alera Group		Shenandoah Telecommunications Company 500 Shentel Way Edinburg, VA 22824
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Shenandoah Telephone Company
Horizon Telcom, Inc.
The Chillicothe Telephone Company (“Shentel” and/or “Glo Fiber”), including its subsidiaries and affiliates
Shenandoah Cable Television, LLC Dba Glo Fiber
Shentel Guarantor LLC
Shentel Issuer LLC
Shentel Asset Entity I LLC
Shentel Asset Entity II LLC

The County, the county executive, its council members, officers, employees, agents, and contractors as Additional Insured on a Primary Non-Contributory basis with respect to the operations of the Named Insured per the terms of the General Liability, Automobile, and Umbrella Liability policies when required by written contract. A Waiver of Subrogation applies to said Additional Insureds per the terms of the General Liability, Automobile, Umbrella Liability and Workers Compensation policies when required by written contract and where permitted by law. Umbrella Follows Form. 30 Day written Notice of Cancellation (10 Days for Non-Payment) provided per the terms and conditions of the policies.

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Class 815 PO# QUOTE Authorized By WALTER M ZIRKLE Account 2010328736

PROOF OF PUBLICATION

The Washington Post

District of Columbia, ss., Personally appeared before me, a Notary Public in and for the said District, Felecia Scott well known to me to be ACCOUNTING SPECIALIST of The Washington Post, and making oath in due form of law that an advertisement containing the language annexed hereto was published in said newspaper on the dates mentioned in the certificate herein.

I Hereby Certify that the attached advertisement was published in The Washington Post, a daily newspaper, upon the following dates, and was circulated in the Washington metropolitan area including specifically the following counties and independent cities: District of Columbia; in Maryland: Allegany, Anne Arundel, Baltimore (Independent City), Baltimore, Calvert, Caroline, Carroll, Charles, Dorchester, Frederick, Garrett, Harford, Howard, Kent, Montgomery, Prince George's, Queen Anne's, St. Mary's, Somerset, Talbot, Washington, Wicomico, Worcester. In Virginia: Accomack, Albemarle, Alexandria (Independent City), Arlington, Augusta, Bath, Caroline, Charlottesville (Independent City), Chesapeake (Independent City), Chesterfield, Clarke, Colonial Heights (Independent City), Culpeper, Danville (Independent City), Essex, Fairfax (Independent City), Fairfax, Falls Church (Independent City), Fauquier, Fluvanna, Frederick, Fredericksburg (Independent City), Gloucester, Greene, Hampton (Independent City), Hanover, Harrisonburg (Independent City), Henrico, Hopewell (Independent City), Isle of Wight, King George, Lancaster, Lexington (Independent City), Loudoun, Louisa, Lynchburg (Independent City), Madison, Manassas (Independent City), Manassas Park (Independent City), Nelson, Newsport News (Independent City), Norfolk (Independent City), Northumberland, Orange, Page, Petersburg (Independent City), Portsmouth (Independent City), Prince Edward, Prince George, Prince William, Radford (Independent City), Rappahannock, Richmond (Independent City), Richmond, Roanoke (Independent City), Rockingham, Shenandoah, Spotsylvania, Stafford, Staunton (Independent City), Suffolk (Independent City), Virginia Beach (Independent City), Warren, Waynesboro (Independent City), Westmoreland, Williamsburg (Independent City), Winchester (Independent City), York.

Published 3.0 time(s). 04/02/2026, 04/09/2026, 04/16/2026

Account 2010328736

Witness my hand and official seal this 16th day of April 2026

Sandra Broadstone

My commission expires 9/30/2026

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Award by Montgomery County, Maryland of Non-Exclusive Franchise to Shentel Asset Entity I LLC Shentel Asset Entity I LLC doing business as Glo Fiber ("Proposed Grantee"), has submitted an application for a non-exclusive, non-cable right-of-way franchise in Montgomery County, Maryland, to attach, install, operate, conduct, and maintain telecommunications facilities within the Public Rights-of-Way in the Northwest area of the County for the purpose of operating its telecommunications system. The County has reserved the right to charge a five percent or a per-foot-based franchise fee. The Proposed Grantee will indemnify the County for claims arising from its occupation of the Public Rights-of-Way. The Franchise agreement term will be ten years. The Proposed Grantee will pay Montgomery County's reasonable expenses relating to the preparation and issuance of the Franchise, not to exceed two thousand dollars. Any objection to the proposed granting of the franchise by the County must be filed, in writing, with the County Executive by the close of business April 27, 2026, at the Executive Office Building, 2nd Floor, 101 Monroe Street, Rockville, Maryland 20850. A draft of the proposed franchise agreement is available at the Office of the County Attorney, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850. For further information, contact Shentel Asset Entity I at 500 Shentel Way Edinburg, VA, 22824, Attn: Government Affairs Department.