

LIMITED CABLE TELEVISION PROVIDER FRANCHISE AGREEMENT

This limited cable television provider franchise agreement (this “Franchise Agreement”) is made and entered into this ____ day of _____, 2025, by and between the City of Hopkinsville, Kentucky (hereinafter the “City”), and Mediacom Southeast LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (hereinafter “Mediacom”).

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 02-2007 and Sections 163 and 164 of the Kentucky Constitution, the City solicited bid proposals from parties interested in obtaining a limited cable television provider franchise to construct, erect, operate, and maintain a cable system in the City;

WHEREAS, Mediacom submitted a bid proposal to the City for a limited cable television provider franchise pursuant to Ordinance No. 02-2007;

WHEREAS, pursuant to Ordinance No. 02-2007 the City granted to Mediacom and its lawful successors, assigns, or transferees approved pursuant to Ordinance No. 02-2007, a non-exclusive limited cable television provider franchise, for a period of ten (10) years, to install and maintain a cable system and provide cable services by use of said cable system pursuant to Ordinance No. 02-2007 and this Franchise Agreement; and

WHEREAS, the City and Mediacom are entering into this Franchise Agreement to memorialize the grant by the City to Mediacom of said limited cable television provider franchise pursuant to the terms and conditions reflected in Ordinance No. 02-2007 and this Franchise Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and

EXHIBIT A

agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Mediacom hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Ordinance No. 2024-05-06C is incorporated herein by reference in its entirety and shall apply as if fully set forth herein. For purposes of this Franchise Agreement, capitalized terms shall have the same meanings set forth in Ordinance No. 02-2007, unless separately defined in this Franchise Agreement or the context clearly indicates that another meaning is intended.

2. The bid of Mediacom for said limited cable television provider franchise is incorporated in this Franchise Agreement.

3. The City grants Mediacom a non-exclusive limited cable television provider franchise, for a term of ten (10) years to erect, install and maintain a Cable System and provide Cable Services by use of said Cable System pursuant to Ordinance No. 02-2007.

4. This Franchise Agreement shall commence on August 31, 2025, and shall expire on August 30, 2035.

5. Mediacom agrees that it will not provide cable service nor expand its facilities beyond the boundaries indicated on the map attached as Exhibit "A" to this Franchise Agreement, which are delineated as a blue 300-foot buffer zone surrounding Mediacom's existing Fiber and Hybrid Fiber-Coaxial cable ("HFC") plant.

6. Mediacom does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of this Franchise Agreement.

7. This Franchise Agreement memorializes the agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest

EXHIBIT A

to the parties hereto, including any lawful successors, assigns, or transferees.

IN WITNESS WHEREOF, the City and Mediacom have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

CITY OF HOPKINSVILLE _____ MAYOR	MEDIACOM SOUTHEAST LLC BY: _____ TITLE: _____
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