

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the County of Muskogee, Oklahoma, hereinafter referred to as "Franchising Authority" or "County" and CoxCom, LLC., (formerly known as CoxCom, Inc.), d/b/a Cox Communications, hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a Cable System on the terms set forth herein in accordance with the Cable Act.

SECTION 1: Grant of Authority. In consideration of the faithful performance and observance of the conditions, reservations and regulations herein specified, a non-exclusive Franchise is hereby granted to Grantee, its successors and assigns to erect, maintain, and operate transmission and distribution facilities and additions thereto in, under, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges and other public places within the County and subsequent additions thereto for the purpose of producing, receiving, amplifying, and transmitting by coaxial cable, fiber optics, microwave or other means, audio and/or audio/visual electrical impulses of television, radio and other intelligences, either analog or digital, including, but not limited to, Cable Service for sale to the inhabitants and businesses of the County in accordance with the laws and regulations of the United States of America and State of Oklahoma and the ordinances and regulations of the County, for a period of ten (10) years from and after the effective date of this Franchise. At its sole discretion, Grantee may exercise its option to extend the term of this Franchise for an additional five (5) year term by providing the Franchise Authority with written notice no later than ninety (90) days prior to the expiration date of the initial term.

SECTION 2: Construction.

- A. The Grantee's transmission and distribution system poles, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with any improvements the County may deem proper to make or to hinder unnecessarily or obstruct the free use of the streets, alleys, bridges or other public property. The Grantee's transmission and distribution system shall not interfere with the operations of other public utilities.
- B. The company shall keep on file a proper map showing and describing the exact location of all of its facilities within the county streets, alleys and public ways, including underground cable and equipment. Upon request of the County, such plans or maps shall be available for inspection by the County Commissioners or their designee during normal business hours.

- C. In the maintenance and operation of its transmission and distribution system in the streets, alleys and other public places in the County and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the least possible inconvenience to the general public. All excavations shall be properly guarded and protected and shall be filled and surface restored in a good condition promptly after the completion of such work. The Grantee shall at all times comply with all regulations which the County has made or may make applying to the public generally with reference to the removal or replacement of pavement and the excavations in the streets and other public places.

SECTION 3: Hold Harmless. The Grantee shall hold the County harmless from any and all claims and actions, litigation or damages arising out of the passage of this Franchise or of the construction, erection, installation, maintenance or operation of its property under authority of this Franchise within the boundary of the County, or from the negligence of the Grantee's employees in the operation thereof. The Grantee agrees to defend in the name of the County, any claims made against the County arising out of this Franchise. The Grantee shall carry sufficient insurance against liability for personal injury or property damage of not less than \$100,000.00 as to any one accident and not less than \$300,000.00 aggregate liability.

SECTION 4: The Grantee shall have the right to prescribe reasonable service rules and regulations for the conduct of its business not inconsistent with the provisions of this Franchise and a copy of such service rules and regulations may be kept on file with the County Clerk. In the event of any conflict between the terms of this Franchise and any County ordinance or resolution, the terms of this Franchise shall prevail.

SECTION 5: The Grantee shall be entitled to fair, reasonable and just rates and charges for its services.

SECTION 6: All equipment, appurtenances, lines and material installed by the Grantee on the premises of the subscribers shall remain the property of the Grantee and only the Grantee shall have the right to connect to said equipment, to make additional extensions or to service said equipment. In the event a subscriber violates the terms of this section, the Grantee shall have the right to cancel service and to remove the equipment at the option of the Grantee. The Grantee shall have the right to make reasonable inspections of its equipment for the purpose of implementing this section.

SECTION 7: This Franchise is adopted after approval by the governing body of the County of Muskogee, Oklahoma, of Grantee's legal character, financial, technical and other qualifications, and the adequacy and feasibility of its construction arrangements.

SECTION 8: The Grantee agrees to pay to the County three percent (3%) of all gross subscriber revenue from Cable Service charges. Payment calculated on the basis of such gross subscriber service revenue shall be made to the County on April 1 of each year during the term of this Franchise. The County, its employees or agents, may at any reasonable time have access to the books and records of the Grantee for the purpose of auditing such gross subscriber revenues.

Cox and County agree that the Franchise Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and ad valorem taxes.

SECTION 9: Upon expiration of this Franchise or the termination of the rights therein granted for any reason, the Grantee shall have the right to remove all of its plant, structure, works, pipes, mains, conduits, cable, pole and wires, and, in such event, it shall be required to refill at its own expense any excavations that may be made by it and it shall leave the streets, alleys, public ways and public places in as good condition as that prevailing prior to the Grantee's removal of such equipment and appliances.

SECTION 10: Definitions. The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section:

- (A) "Cable Act" shall have the same meaning as contained in federal statutes, 47 U.S.C. §522 of the effective date of this Agreement.
- (B) "Cable Service" shall have the same meaning as contained in federal statutes, 47 U.S.C. §522(6) on the effective date of this Agreement.
- (C) "Cable System" shall have the same meaning as contained in federal statutes, 47 U.S.C. §522(7) on the effective date of this Agreement.

SECTION 11: The effective date of this Franchise is _____, 2023, pursuant to the provisions of applicable law. This Franchise shall expire on August 1, 2033, unless extended in accordance with the provisions of Section 1.

APPROVED AND PASSED this 28th day of Aug, 2023.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on Aug 28th, 2023.

Franchising Authority:

County of Muskogee, Oklahoma

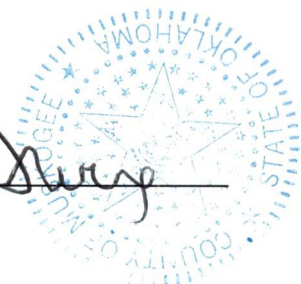
Kenneth W. Paep
Chairman

[Signature]
Member

[Signature]
Member

ATTEST:

[Signature]



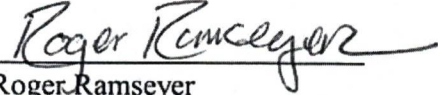
ACCEPTED BY:

Grantee:
CoxCom, LLC., d/b/a Cox Communications

Name: Roger Ramseyer
Title: Vice-President & Market Leader
Date: _____

ACCEPTED BY:

Grantee:
CoxCom, LLC., d/b/a Cox Communications



Name: Roger Ramseyer
Title: Vice-President & Market Leader
Date: August 28, 2023