

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this ___ day of _____, 2025, by and between CMN-RUS, LLC f/k/a CMN-RUS, Inc. (“MetroNet”) and the Lexington-Fayette County Urban Government (“Lexington”), each of which is a “Party” and together the “Parties”;

WHEREAS, MetroNet and Lexington entered into a non-exclusive cable television franchise agreement in 2017 (the “Franchise”) pursuant to Ordinance No. 169-2017. The Franchise grants MetroNet to install, operate, and maintain a network of cable television facilities (the “Network”) and provide cable television services within Lexington;

WHEREAS, the term of the Franchise is set to expire on December 31, 2027. (“Expiration Date”);

WHEREAS, MetroNet has performed work to install the Network in the Lexington rights of way (“ROW”);

WHEREAS, MetroNet operates the Network and provides cable television service in Lexington; and

WHEREAS, MetroNet has elected to cease offering cable television services to customers in Lexington and cease operation of the Network, in each case prior to the Expiration Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, MetroNet and Lexington agree as follows:

1. INCORPORATION OF RECITALS.

The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

2. FRANCHISE TERMINATION DATE.

The Parties hereby agree to terminate the Franchise effective March 11, 2025

3. REMOVAL OF FACILITIES.

a. MetroNet agrees to remove any portion of the Network from all ROW and public property within Lexington associated solely with the provision of cable television service.

b. MetroNet agrees to restore all affected sites to their original condition consistent with Ordinance No. 169-2017 and the Lexington Code of Ordinances (“Code”), including but not limited to Chapter 17C of the Code.

c. Nothing herein shall be construed to waive any rights that Lexington may have with respect to the enforcement of the Code obligations on any MetroNet facilities that remain in Lexington’s ROW. Such enforcement rights shall extend to facilities owned by any

affiliates of MetroNet or successors to MetroNet. MetroNet agrees to compensate Lexington for any damage resulting from the discontinued use or abandonment of the Network, including all costs which the City may incur to remove any abandoned portion of the Network from the ROW.

4. CONTACT.

MetroNet will provide a phone number and e-mail address for a technical employee who may be contacted for technical questions or issues to request removal of abandoned or unused MetroNet property. MetroNet will provide the name, position title, phone number, and email address of a current MetroNet employee to whom Lexington can deliver any questions or complaints from residents concerning MetroNet's cessation of cable television services to customers.

5. COMPLIANCE WITH ORDINANCE NO. 169-2017.

MetroNet agrees to comply with the following provisions of Ordinance No. 169-2017 until the Expiration Date:

- a. Section 8. LIABILITY AND INSURANCE
- b. Section 9. LETTER OF CREDIT
- c. Section 12. CONDITIONS OF ROAD OCCUPANCY
- d. Section 13. ERECTION, REMOVAL AND COMMON USES OF POLES
- e. Section 14. CONSTRUCTION STANDARDS AND SPECIFICATIONS

MetroNet agrees that, except as provided in federal law, it shall not be excused from complying with any of the terms and conditions of the aforementioned provisions of Ordinance No. 169-2017, by any failure of Lexington, upon any one or more occasions, to insist upon MetroNet's performance or seek MetroNet's compliance with any one or more of such terms or conditions

6. TELECOMMUNICATIONS FRANCHISE.

MetroNet agrees that it will enter into a Telecommunications Franchise with Lexington pursuant to Ordinance No. 69-2016, , by March 11, 2025

7. METRONET SHALL PROVIDE FREE STREAMING DEVICES TO ALL CABLE TELEVISION CUSTOMERS.

- a. At least thirty (30) days prior to terminating the cable television services in Lexington, MetroNet shall provide a Firestick streaming device for free to any current MetroNet cable television customer in Lexington that requests such a device.
- b. MetroNet shall provide educational literature and free classes on how to use the Firestick streaming devices.

- c. MetroNet shall provide at least sixty (60) days prior written notice to all its cable television customers in Lexington that it will be terminating cable television service on March 11, 2025. Said notice shall include information regarding how to request a free Firestick streaming device that will be provided by MetroNet pursuant to the terms set forth in subsection (a) above.

8. METRONET SHALL BUILD FIBER FOR LEXINGTON

MetroNet shall install fiber, at its sole expense, to the following Lexington locations within six (6) months of the adoption of this Agreement:

Location Name	Address
Fire station 1	219 East Third Street
Fire station 2	1276 Eastland Drive
Fire station 12	399 Southland Drive
Fire station 14	1530 Roanoke Road
Fire station 21	3191 Mapleleaf Drive
Shillito Park	300 Reynolds Road
Douglass Aquatic	701 Howard Street

9. FEES AND COSTS

MetroNet shall, within thirty (30) days of the adoption of this Agreement, pay Lexington Twenty Thousand and 00/100 Dollars (\$20,000.00) for the City’s legal costs and publication expenses in connection with this Agreement.

10. MISCELLANEOUS TERMS.

- a. Each Party, by execution of this Agreement, does hereby warrant and represent that they are qualified to do business in the Commonwealth of Kentucky, have full right, power and authority to enter into this Agreement and the person signing on behalf of each Party has the power to bind same contractually.
- b. This Agreement may be terminated by any Party, without notice to the non-terminating Party, because of fraud, misappropriation, embezzlement or malfeasance or a Party’s failure to perform the duties required under this Agreement.
- c. This Agreement shall not be further amended or modified except by a written instrument signed by MetroNet and Lexington. Nothing herein shall constitute an amendment or modification of the Franchise, or a waiver of any rights held by MetroNet or Lexington under applicable law.

d. This Agreement may be executed in counterparts and each counterpart shall be deemed an original instrument, but all such counterparts together shall constitute a single Agreement.

e. Agreement shall be governed in all respects by applicable federal law and the laws of the Commonwealth of Kentucky and venue for all actions relating hereto shall lie in the federal or state courts in Kentucky.

f. All covenants, representations and obligations contained in this Agreement are deemed to be material conditions of the Agreement.

g. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

h. If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

i. This Agreement is freely and voluntarily executed by each Party, without any duress or coercion, and after each Party has consulted with counsel. Each Party has carefully and completely read all of the terms and provision of this Agreement.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

Lexington-Fayette County Urban Government

CMN-RUS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____