

**FRANCHISE AGREEMENT EXTENSION
FREMONT COUNTY, COLORADO**

WHEREAS, Spectrum Pacific West, LLC (successor-in-interest to Bresnan Communications, LLC) (“Grantee”) currently holds a Franchise Agreement (“Agreement”) with Fremont County, Colorado (“Grantor” or “County”) which became effective on October 5, 2005; and

WHEREAS, the Agreement will expire by its terms on October 4, 2025; and

WHEREAS, Grantee filed timely notice of intent to renew its Agreement with the Grantor pursuant to section 626 of the Cable Communications Policy Act of 1984 (The “Cable Act”); and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Cable Franchise under applicable laws, and that the financial, legal, and technical ability of the Grantee is sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

NOW, THEREFORE, BE IT RESOLVED, that the County is willing to grant an extension of the current Agreement until October 4, 2035. Except as stated below, all other terms and conditions of the existing franchise shall remain the same. The parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto.

In addition, the following amendments are made:

Section 1.1(M) is amended to state “‘Gross Revenue’ means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.”

Section 3.1 is amended to state, “The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways.”

Section 3.3 is amended to state, “The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.”

Section 3.11 is amended to state, “Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet and equipment of basic Cable Service to the Fire

Station located at 1349 Elm Avenue, Canon City Colorado and the Public Works facility located at 1525 S 9th Street, Canon City Colorado. The Cable Service provided pursuant to this Section 3.11 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee’s Cable System.”

Section 3.12 is amended to state, “Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).”

Section 4.4 is deleted in its entirety.

Section 9.3 is amended to reflect that a copy of notices to the Grantee pursuant to the Agreement shall be sent to:

Charter Communications, Inc.
Attn: Vice President, Local Government Affairs & Franchising
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

APPROVED this ____ day of _____, 2024.

Fremont County, Colorado

By: _____

Print Name: _____

Title: _____

ACCEPTED this ____ day of _____, 2024.

Spectrum Pacific West, LLC

By Charter Communications, Inc., Its Manager

By: _____

Print Name: _____

Title: _____