

BROADBAND GRANT CONTRIBUTION AGREEMENT

This Broadband Grant Contribution Agreement (the “Contribution Agreement”) is entered into by and between Lexington Fayette Urban County Government (the “Contributor” or the “County”), Kentucky and Spectrum Mid-America, LLC, by its Manager, Charter Communications, Inc. (hereinafter referred to as “Charter”) on _____, 2024 (“Effective Date”).

RECITALS

A. The Kentucky Office of Broadband Deployment, representing the State of Kentucky (the “State”), and Charter entered into a Broadband Grant Agreement (the “Broadband Agreement”) for the Fayette County Broadband Project, described in the Broadband Agreement, on _____, 2024. A copy of the Broadband Agreement is attached hereto as **Exhibit B**.

B. The Broadband Agreement provides for Charter to receive grant funds (the “Grant Funds”) in exchange for, among other things, Charter’s contribution of matching funds (the “Match”). Charter agreed to the Match amount in contemplation of, among other things, the County’s pledge to contribute \$10,000 (the “Pledge”) for the purpose of offsetting Charter’s Match.

C. The Broadband Agreement acknowledges the Pledge as part of the Broadband Agreement’s Project Budget necessary for Charter to complete the Broadband Project described in the Grant Agreement.

D. Capitalized terms not defined in this Contribution Agreement are ascribed the meaning defined in the Broadband Agreement.

E. The Contributor asserts that it has the requisite funding and authority to enter into and meet its pledge under the Broadband Agreement and this Contribution Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, Charter and the County further agree as follows:

1. **Network Construction.** Charter shall fulfill its obligations outlined in the Broadband Agreement to build the Broadband Project, as desired by the Contributor.
2. **Pledged Contribution.** Contributor shall provide Charter with a one-time contribution of \$10,000 as part of the necessary funding for the Broadband Project; subject to the payment schedule in **Exhibit A**, and the terms and conditions of the Grant Agreement incorporated by reference herein.
3. The parties to this Contribution Agreement agree that the Pledge is material to Charter’s fulfillment of its Match obligations under the Broadband Agreement.

4. **Term.** This Agreement shall commence on the Effective Date and expire 30 days from the date of final payment from the Grantor under the Broadband Agreement. No provision of this Contribution Agreement shall survive the termination of this Contribution Agreement unless expressly stated herein.
5. **Entire Agreement.** This Agreement, and any attachments hereto, embodies the entire understanding and agreement between the Contributor and Charter with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Contribution Agreement are superseded by this Contribution Agreement.
6. **Compliance with federal, state, and tribal laws.** In its operations under this Contribution Agreement, the Contributor and Charter shall comply with all applicable tribal, state and federal laws.
7. **Notice.** Any notice required under this Contribution Agreement shall be provided via US Mail and Email to the following addresses:

CHARTER:

Charter Communications, Inc.
Attn: Government Affairs
4701 Commerce Crossings Dr.
Louisville, KY 40229

Charter Communications
RVP, Field Operations
4701 Commerce Crossings Dr.
Louisville, KY 40229

CONTRIBUTOR:

Lexington Fayette Urban County Government
Department of Information Technology
200 E. Main St.
Lexington, KY 40507

8. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Contribution Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9. **Modification.** No provision of this Contribution Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Contributor and Charter, which amendment shall be authorized on behalf of the Contributor, as required by applicable law, through the adoption of an appropriate resolution or order by the Contributor.

IN WITNESS WHEREOF, this Contribution Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Contributor: Lexington Fayette Urban County Government, KY

By: _____

Name: _____

Title: _____

Date: _____

FOR SPECTRUM MID-AMERICA, LLC BY: CHARTER COMMUNICATIONS, INC., ITS
MANAGER:

By: _____

Name: _____

Title: RVP, FIELD OPERATIONS

Date: _____

**Exhibit B
Funding**

Contributor shall be obligated to pay a total of \$10,000 per the Milestone Payment Schedule below.

MILESTONE PAYMENT SCHEDULE		
Milestone	Percentage (%)	Amount
Within fifteen (15) business days from the date of Written Notice by Charter of Activation of the Project Area	100%	\$10,000
Total Contributor Payment	100%	\$10,000

The term “Activation” as used herein is defined as the capability of an address to receive broadband service from the Resulting Network.

The Parties to the Contribution Agreement further agree to promptly meet and discuss in good faith appropriate modifications to this Exhibit A upon the request of either Party.

PAYMENT INSTRUCTIONS

To transfer funds:

Bank Address for ACH
US Bank
7th and Washington
St. Louis, MO 63101

Account Title: Charter Communications Operations LLC
Account Number: 152319781067
Routing Number: 081000210
SWIFT: USBKUS44STL

To send a check, mail to:

Attn: Sundry Billing, Grants
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131