

**Agreement
By and Between
City of North Adams, Massachusetts
and
Spectrum Northeast, LLC**

This Settlement Agreement is entered into by and between the City of North Adams, Massachusetts, by and through its Mayor as cable television Issuing Authority, and Spectrum Northeast, LLC.

WHEREAS, the City of North Adams ("City") is a municipal corporation having its City Hall at 10 North Main Street, North Adams, Massachusetts 01247.

WHEREAS, Spectrum Northeast, LLC ("Spectrum") is a Delaware Limited Liability Company with its principal office at 12405 Powerscourt Drive, St. Louis, Missouri 63131;

WHEREAS, Spectrum is the successor in name to Time Warner Cable Northeast LLC the grantee of the Cable Television Renewal License ("Renewal License") issued by the City of North Adams, by and through its Mayor as Issuing Authority for a license term from October 1, 2014 through September 1, 2024

WHEREAS, the City notified Spectrum in correspondence from the Mayor, dated September 5, 2018, of its belief that Spectrum was not in compliance with its obligations: (i) to provide thirty (30) days advance, written notice to Northern Berkshire Community Television regarding the movement/relocation of PEG Access Channels pursuant to Section 6.1(b) of the Renewal License; and (ii) to install fiber lines between PEG Access origination locations and the PEG Access Studio, pursuant to Section 6.2 of the Renewal License(the "Claims").

WHEREAS, the City and Spectrum now desire to conclude, settle, release and discharge once and forever, all rights, claims, causes of actions, liabilities, disputes and demands relating to the Claims;

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties hereto settle the above referenced compliance issues, by and through a payment of Twenty-Three Thousand Dollars (\$23,000) proposed by Spectrum and acceptable to the Mayor as Cable Television Issuing Authority and payable within thirty (30) days of the

date of execution of this Settlement Agreement. The payment shall be issued to Northern Berkshire Community Television.

This Settlement Agreement fully resolves the two specific Claims referenced herein by and between the City and Spectrum. Apart from those specific matters, nothing in this Settlement Agreement diminishes the obligations, rights or remedies of the respective parties pursuant to said Renewal License.

It is the intent of the City and Spectrum that this Agreement is, and shall be, effective upon execution by the parties, and nothing herein shall be construed to allow, provide or require otherwise.

The City and Charter agree that the payment required by this Settlement Agreement shall not be: (i) deemed, considered or treated as an "in-kind" consideration or its equivalent; (ii) considered or otherwise included as part of the "franchise fee"; or (iii) otherwise count toward or be deducted from any payment to the City or Northern Berkshire Community Television pursuant to the Renewal License.

Any and all transferees, assignees, purchasers or otherwise of Spectrum or the Renewal License shall be subject to the terms and conditions of this Settlement Agreement in the same manner and to the same extent as Spectrum, and Spectrum shall so notify any such entity.

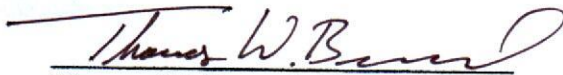
This Settlement Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Settlement Agreement and is duly authorized to execute the agreement on behalf of the party entering into the Agreement.

This Settlement Agreement sets forth the entire agreement between the City and Charter relating to the subject matter of this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, a sealed instrument, this 21st day of December, 2020.

CITY OF NORTH ADAMS
By its Mayor

SPECTRUM NORTHEAST, LLC
By: Charter Communications, Inc., its
Manager


Thomas W. Bernard, Mayor


Name: Paul Abbott

Approved as to legal form:

Title: VP, Local Government Affairs &
Franchising


William H. Solomon Special Counsel