

IRREVOCABLE CONSENT TO AMENDMENT OF FRANCHISE

Antietam Cable Television, LLC ("Antietam") irrevocably consents to the amendment by The Mayor and Council of Boonsboro (the "Town") of Ordinance No. 2019-_____ and Agreement (the "Ordinance") as hereinafter set forth.

WHEREAS, on the _____ day of _____, 20____, The Mayor and Council introduced an Ordinance for the purpose of extending to Antietam Cable Television, LLC certain franchise rights with respect to its cable television system; and

WHEREAS, prior to introduction of the Ordinance, the Federal Communications Commission (FCC) issued guidance with respect to the application and treatment of certain in-kind services in the Third Report and Order, dated August 1, 2019, issued by the Federal Communications Commission in MB Docket No. 05-311 (the "Order"); and in response to the Order, Antietam provided a letter to the Town offering to provide certain in-kind contributions gratuitously, on a volunteer basis (the "Letter"); and

WHEREAS, a copy of the Letter is incorporated herein and appended hereto as an Exhibit; and

WHEREAS, Antietam desires to provide assurances to the Town of the continuing provision of the in-kind services described in the Letter in the event of notwithstanding a change in the Order;

NOW THEREFORE, in order to induce the Town to enact and enter into the Ordinance, Antietam irrevocably consents as follows:

1. Amendment. In the event of a Change, as hereinafter defined, in the Order, Antietam agrees and irrevocably consents that the in-kind services described in the Letter may, at the election of the Town, be included and incorporated into the Ordinance by amendment as additional consideration for the franchise rights granted in the Ordinance, which shall not comprise part of the Five percent (5%) cap on franchise fees addressed in the Order (the "Cap").

2. Change. For the purposes of this Irrevocable Consent, "Change" includes ~~an, but is not limited to,~~ administrative, legislative, or judicial modification, repeal or invalidation of the Order having the result of allowing the Town to accept in-kind services of the type described in the Letter without including the value of all or part of those in-kind services as a component of the Cap.

3. Execution of Documents. Antietam agrees to execute such documents, including but not limited to amended franchise agreements and ordinances, and other assurances as are consistent with the purposes of this Irrevocable Consent.

4. Binding Effect. This Irrevocable Consent shall be binding upon the undersigned, its successors and assigns.

WITNESS the execution of this Irrevocable Consent, under seal, this _____ day of _____, 2019.

WITNESS/ATTEST:

ANTIETAM CABLE TELEVISION, LLC

By: _____ (SEAL)
Brian A. Lynch, President

THE MAYOR & COUNCIL OF BOONSBORO

Heather Slough,
Clerk

By: _____ (SEAL)
Howard W. Long, Mayor