Attachment B

Public Benefits Memorandum of Understanding between California Emerging Technology Fund and Charter Communications, Inc.

Public Benefits Memorandum of Understanding
between California Emerging Technology Fund
and Charter Communications, Inc.

By their authorized representatives, and intending to be legally bound, this Memorandum of Understanding ("MOU" or "Agreement") is entered into between Charter Communications, Inc. ("Charter") and California Emerging Technology Fund ("CETF"), a non-profit organization (together with Charter, the "Settling Parties"), as of April 30, 2026.

On July 30, 2025, Charter, Charter Communications Holdings, LLC ("Charter Holdings"), Cox Enterprises, Inc. ("CEI"), and Cox California Telcom, LLC ("Cox California") (collectively referred to as "Joint Applicants") submitted an application ("A.") No. 25-07-016 (the "Joint Application") seeking approval from the California Public Utilities Commission ("Commission" or "CPUC"), pursuant to Public Utilities Code Section 854, for the indirect transfer of control of Cox California (the "Transfer"). Cox California is an indirect subsidiary of Cox Communications, Inc. ("Cox"), and in turn, CEI. The Transfer is part of a larger national transaction announced on May 16, 2025, between Charter, Charter Holdings, and CEI that will result in a combination of Charter and Cox under common ownership (the "Transaction"). After completion of the Transaction, Cox and Cox California will become indirect wholly owned subsidiaries of Charter.

In California, Cox California is authorized under Utility Number U-5684-C to provide (1) statewide interexchange services, and (2) competitive local exchange services within the service territories of AT&T and Frontier pursuant to decision ("D.") No. 96-09-074. Cox California provides tariffed voice service to residential customers and also provides voice service and a range of telecommunications services to business customers, but does not offer mobile, broadband, or video services. The Commission designated Cox California as an Eligible Telecommunications Carrier ("ETC") in D.13-10-002, and it provides discounted voice service through the California LifeLine program.

On October 31, 2025, CETF filed a motion to become a party to this proceeding to review A.25-07-016 (the "Proceeding"), which was granted. The purpose of CETF is to achieve ubiquitous access to broadband infrastructure and advanced services for all residents of California, particularly in underserved communities in California. CETF has participated in many other corporate consolidations at the Commission, in order to ensure that as a public benefit of the merger, consumers in California have access to modern broadband internet services and digital inclusion programs for any person who needs it. CETF has deep knowledge and substantial expertise in broadband infrastructure, broadband adoption, digital inclusion, and workforce issues in California, based on its more than 18 years of programmatic and policy work in California.

Charter is entering into this MOU to settle and resolve all concerns raised by CETF about the Transfer that is the subject of the Proceeding. The MOU reflects CETF's agreement that, based on the commitments set forth herein, the concerns expressed in CETF's pleadings, testimony, and appearances regarding the Transfer and the broader national Transaction have been fully resolved. To the extent that Charter's or CETF's previous positions are inconsistent with this MOU, those positions are hereby modified or supplanted in accordance with the terms set forth herein. All the terms of this MOU are expressly contingent upon the Commission's approval of the Joint Application and the consummation of the Transaction.

CETF agrees that it will withdraw any request for evidentiary hearing that it has made, and work with the Joint Applicants in good faith to accelerate the Commission's consideration of this Agreement and facilitate a final Commission decision by June 30, 2026. The Settling Parties agree as follows:

Declarations

- The mission of CETF is to close the digital divide in California by accelerating broadband deployment and adoption. CETF provides leadership to promote public policy to close the digital divide and to facilitate consensus among stakeholders to achieve results. CETF collaborates with Regional Broadband Consortia ("RBCs"), Metropolitan Planning Organizations ("MPOs"), state and local governments/agencies, civic organizations, and industry associations to identify opportunities to support broadband infrastructure construction. CETF partners with community-based organizations ("CBOs") and community media experts throughout California that are experienced in reaching disadvantaged populations in-culture and in-language to increase broadband adoption among low-income, disadvantaged, rural, and other unconnected households. CETF is focused on results and has a track record of performance with transparency and accountability. Particular concern has been focused by CETF and the California Department of Education on low-income students who do not have a computing device or are not allowed to take a device home to perform internet-enabled homework, and thus fall behind in their academic studies. In addition, CETF has extensive experience in engaging stakeholders to advance workforce development in information communications technology and to support small businesses.

- CETF advocates for tackling poverty through significant investments in digital inclusion programs from providers to bring low-income households online and help them become digitally proficient. CETF views this work as a foundational strategy for advancing and achieving Charter's commitments, as described in its letter to the Federal Communications Commission ("FCC"), to "maintain a workplace that is free from discrimination, of any kind," "a culture of inclusiveness where [Charter's] employees can provide for their families and grow their careers," and "an environment that promotes merit-based achievement and equal opportunity for all in hiring, promotions, procurement and similar endeavors," consistent with and as set forth in CETF's testimony from Dr. Pedro Noguera.[1] Charter concurs that these commitments will assist in furthering such goals.

- CETF actively supports the promulgation of public-private partnerships as a public policy foundation for closing the digital divide and promoting digital inclusion by harnessing the discipline and innovation of the private sector with the expertise and cultural competency of those working on behalf of the public sector as "trusted messengers" to reach disadvantaged populations. A public-private partnership is characterized by partners reaching agreement on goals, jointly developing an action plan to achieve explicit outcomes, and working together continuously in good faith to implement the plan with mutual accountability for results.

- CETF and Charter are joining forces to work together, in collaboration with community stakeholders such as the RBCs, MPOs, and experienced CBOs, in the true spirit of a public-private partnership with the intent to make a significant contribution to closing the digital divide in California and to pursue innovative approaches to increasing broadband adoption throughout California.

[1] Supplemental Testimony of Dr. Pedro Antonio Noguera, on behalf of CETF, Apr. 9, 2026.

- CETF recognizes that combining Charter's and Cox's infrastructure has significant potential to provide numerous consumer advantages, which will serve the public interest if coupled with a strong commitment to public benefits and performance-based measures by Charter. CETF and Charter agree that these commitments should be implemented with all deliberate speed consistent with appropriate planning and prudent business practices to ensure success.

- CETF's objective is to advance a policy and identify a framework to ensure an "appropriate, fair, and comparable" public benefit contribution by all applicants seeking corporate consolidations before the CPUC.

- The MOU reached between Charter and CETF is designed to address the interests of low-income consumers and to advance the Commission's environmental and social justice objectives enumerated in its Environmental and Social Justice Action Plan,[2] and to further address the Assigned Commissioner's scoping memo and ruling that requiring the Joint Applicants to address the impacts of the Transfer on environmental and social justice communities, "including the extent to which the transfer may impact the achievement of any of the nine goals of the Commission's Environmental and Social Justice Action Plan."[3]

CETF and Charter make the following public benefit commitments, subject to the terms in this MOU:

<u>Broadband Affordability and Adoption</u>

I. Affordability and Low-Income Broadband Service Offering

A. New California Affordable Internet Service Tier

Within 180 days following the closing of the Transaction and for a period of five (5) years thereafter (hereinafter, the "Five-Year Term"), Charter will establish and maintain a new, standalone 100/20 megabits per second (Mbps) residential home internet access service tier for $20 per month (hereinafter, the "California Affordable Internet Service Tier[4]"). For clarity, Settling Parties agree that there is no requirement for a prospective subscriber to enroll in LifeLine to obtain the California Affordable Internet Service Tier, provided that they otherwise meet the requirements set forth in this Agreement, including the eligibility requirements described below, and, once enrolled, provide annual proof of eligibility. This California Affordable Internet Service Tier will be available to all eligible residential broadband customers within the Combined Company Service Area,[5] including both new and existing customers.

---

[2] *See* Cal. Pub. Utils. Comm'n, *Environmental and Social Justice Action Plan* (Version 2.0, Apr. 7, 2022), https://www.cpuc.ca.gov/esjactionplan ("CPUC ESJ Action Plan").

[3] *Joint Application of Charter Communications, Inc., Charter Communications Holdings, LLC, and Cox Enterprises, Inc. for Approval Pursuant to Public Utilities Code Section 854 of the Indirect Transfer of Control of Cox California Telcom, LLC (U-5684-C),* Assigned Commissioner's Scoping Memo and Ruling, A.25-07-016 (Cal. Pub. Utils. Comm'n, dated Dec. 9, 2025).

[4] This is identified as the "California Affordable Internet Service Tier" for purposes of this Agreement only. Charter reserves the right to market and sell the product under any name or brand that it chooses.

[5] For purposes of this Agreement, the term "Combined Company Service Area" shall mean the combined geographic service area of Charter and Cox and their respective California subsidiaries, where they have wireline infrastructure and provide broadband, video, voice and mobile services today. This generally corresponds to the

Pricing for the California Affordable Internet Service Tier shall be fixed for the duration of the Five-Year Term, with the exception of any government-imposed taxes and fees applicable to this service.

Eligibility for the California Affordable Internet Service Tier shall require a new or existing customer to provide proof of enrollment in one of the following benefit programs[6] using a government issued benefits card or other similar government issued identifier:

- Medicaid/Medi-Cal
- Low Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance or Section 8
- CalFresh, Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
- Women, Infants and Children Program (WIC)
- National School Lunch Program (NSL)
- Temporary Assistance for Needy Families (TANF)
- California Work Opportunity and Responsibility to Kids (CalWORKs)
- Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
- Welfare-to-Work (WTW)
- Greater Avenues for Independence (GAIN)
- Tribal TANF
- Bureau of Indian Affairs General Assistance
- Head Start Income Eligible (Tribal Only)
- Food Distribution Program on Indian Reservations
- Federal Veterans and Survivors Pension Benefit Program

The California Affordable Internet Service Tier shall not require any long-term contracts for eligible customers, nor will Charter impose any early termination fees on this service offering for the duration of the Five-Year Term. To receive or continue receiving service under the California Affordable Internet Service Tier, a customer's service must remain actively in use, and the customer must be in good standing and meet Charter's general terms and conditions of service that are applicable to all customers.

B. Pre-Existing Customers on Cox Low-Income Internet Plans

For a period of at least five (5) years after the closing date of the Transaction, Charter will allow existing Cox customers to maintain any low-income service tier for which the customer was

---

wireline network presence under Charter's and Cox's respective Digital Infrastructure and Video Competition Act of 2006 cable franchise authorizations. *See, e.g.,* Commission, *Video Franchises Issued by the CPUC*, https://www.cpuc.ca.gov/regulatory-services/licensing/video-franchising/video-franchises-issued-by-the-cpuc (last visited Apr. 8, 2026).

[6] In the event that the income-based eligibility qualification for any benefit program listed herein increases by more than five percent (5%), other than by means of cost-of-living adjustments, during the Five-Year Term (measured from the date of inception of the California Affordable Internet Service Tier), Charter expressly reserves the right to remove such program from the list of qualifying programs used to determine eligibility for the California Affordable Internet Service Tier.

enrolled prior to the close of the Transaction, provided they continue to meet the eligibility requirements for those programs that existed at the time of closing, and further provided they remain customers in good standing, and they continue to meet Charter's terms and conditions for service generally applicable to all customers.

C. Call Center Agent Affordable Internet Offering Training

Within six (6) months following the closing date of the Transaction, and for the duration of the Five-Year Term, Charter shall: (i) establish and document clear enrollment processes for Charter's low-income internet service offerings, including the California Affordable Internet Service Tier (collectively, "Affordable Internet Offerings") (ii) provide all call center agents[7] with access to training materials designed to ensure that such call center agents have adequate information regarding the availability of, and processes to enroll in, Affordable Internet Offerings. Charter further commits that all relevant training materials shall be designed to ensure that, upon inquiry from a prospective or existing customer, call center agents are trained to identify in a professional manner and without undue delay whether or not the caller may qualify for an Affordable Internet Offer, and if a customer so inquires, be able to describe the Affordable Internet Offerings accurately. CETF, based on its experience assisting unconnected persons find affordable offers at a call center, may provide input to Charter for consideration as to how call center agents can be the most helpful to prospective and existing customers who qualify for affordable offers.

II. LifeLine and Low-Income Offers

A. Pledged Promotion Investment

For a period of five (5) years following the closing date of the Transaction, Charter agrees to spend a minimum of $300,000 per year[8] in California to make consumers aware of the Affordable Internet Offerings, including the California Affordable Internet Service Tier, and to provide a webpage to advertise and inform customers about the availability of these offers.

B. Promotion Collaboration, Marketing Report, and Reporting

For the Five-Year Term, measured annually from the date of inception of the California Affordable Internet Service Tier, Charter will provide to the CETF a report that includes the following data pertaining to Charter: the current total number of state LifeLine voice customers in California; the current total number of California Affordable Internet Service Tier and the California LifeLine Broadband Pilot Program[9] ("LifeLine Pilot") customers or the total number of

---

[7] For purposes of this Agreement, the term "call center agents" shall mean all Charter call center sales professionals within its residential inbound sales organization.

[8] The $300,000 annual spend in California may be a combination of direct investment or the value of in-kind activities, including, but not limited to the use of public service announcements on Charter's cable systems, the use of bill messages or bill inserts and other means that may not have an out-of-pocket expense to Charter in order to perform and reach consumers. The use of in kind activities will be limited to 30% of the annual spend.

[9] *Order Instituting Rulemaking to Update the California Universal Telephone Service (California LifeLine) Program* ("LifeLine Pilot Order"), Decision ("D.") 25-08-050 (Aug. 28, 2025). Charter is an authorized participant in the LifeLine Pilot pursuant to Commission approval of advice letters submitted by Charter in February 2026. Specifically, three (3) of Charter's affiliated entities in California each applied independently and were approved to participate in the Pilot within their respective service territories: Time Warner Cable Information Services

customers in any substantially similar successor[10] program in which Charter participates; the total number of customers in each tier of service for which Charter receives LifeLine subsidies, including, but not limited to, the California Affordable Internet Service Tier, and a description of the advertising and marketing efforts undertaken using the funding described in Section II.A.

All information provided to CETF shall be subject to the non-disclosure agreement between Charter and CETF (which may be amended or supplanted, as Charter determines is necessary).

Charter agrees to hold an annual meeting, upon request, with CETF to discuss this report, including the advertising and marketing efforts described in the first paragraph of this Section II.B. and the training and performance of Charter's call center agents in responding to customer requests regarding the Affordable Internet Offerings. Charter further agrees to consider CETF's recommendations regarding call center training and the most effective ways to make eligible households aware of the Affordable Internet Offerings and to spend effectively the annual $300,000 specified in Section II.A., including through in-language and in-culture activities targeted to making unconnected communities and households aware of the Affordable Internet Offerings and through the use of local community and ethnic media to reach such communities and households, but ultimate discretion over the methods and channels for marketing these programs shall remain with Charter.

C. Material Changes in LifeLine Pilot

The LifeLine Pilot is currently authorized for three (3) years.[11] If the LifeLine Pilot is not reauthorized for an additional period of time Charter will, at a minimum, participate in any substantially similar successor program established by the Commission or otherwise authorized or established under California law, during the remaining period of the Five-Year Term.

III. Investments in Digital Inclusion

Charter shall provide CETF with a total of $30 million, payable in five (5) equal annual installments of $6 million each, during the five-year term of this MOU. The first payment shall be due on or before December 31, 2026. The remaining four (4) payments shall be due on or before May 31 of each year thereafter, beginning in 2027. Charter's total $30 million investment shall consist of the following:

(California), LLC, pursuant to Pilot Election Advice Letter 98-A; Bright House Networks Information Services (California), LLC, pursuant to Pilot Election Advice Letter 58-A; and Charter FiberLink CA-CCO, LLC, pursuant to Pilot Election Advice Letter 238-A.

[10] For purposes of this MOU, the term "substantially similar successor program" means a California LifeLine program modeled after the LifeLine Pilot that can be used for broadband or for a bundled broadband and voice or mobile service plan that has: (1) the same or more stringent eligibility requirements for qualification, including, but not limited to the same or fewer low-income qualifying programs or the same or lower annual household income thresholds; (2) the same or a higher subsidy reimbursement for standalone broadband plans (currently $20 per month) and bundled broadband plus voice or mobile service plans (currently $30 per month); and (3) new program requirements that do not impose any greater or more burdensome regulatory or administrative rules with which Charter is required to comply, when reasonably compared to the LifeLine Pilot, taken as a whole.

[11] The LifeLine Pilot began on January 27, 2026 and is authorized for three (3) years through January 26, 2029, unless otherwise extended.

- $20.5 million to CETF, which shall be used to support its CPUC-assigned core mission of advancing broadband adoption, within the Combined Company Service Area, including operation and management of the CETF Digital Equity Ecosystem[12] to support CBOs and schools throughout the Combined Company Service Area. CETF will continue to seek funding from the CPUC California Advanced Services Fund ("CASF") for direct notifications, or direct mail where direct notifications are not feasible, in key counties and ZIP Codes within the Combined Company Service Area, and for digital literacy training. CETF will also provide technical assistance to CBOs applying for CASF digital literacy training grants;

- $7 million to CETF to: (i) provide grants to RBCs and MPOs to support and facilitate implementation of the commitments described herein; (ii) provide grants and reimbursements to non-profit organizations operating within the Combined Company Service Area, RBCs, and MPOs, and public agencies for promotion of digital inclusion programs including direct notification (by mail or in person), texting, and targeted direct mail) within the Combined Company Service Area, consistent with CETF's core mission; and (ii) manage and place advertising in community and ethnic media channels to make consumers within the Combined Company Service Area aware of Charter's Affordable Internet Offerings; and

- $2.5 million for CETF's Green Technology Initiative, through which CETF intends to develop an economic "virtuous circle" to keep as many retired computing devices as possible within California for refurbishment and distribution to low-income households completing digital literacy training.[13]

CETF will use its best efforts to close the digital divide for 100,000 low-income households, of which CETF estimates that 70,000 are unconnected (*i.e.*, the household does not subscribe to any internet service) and 30,000 are underconnected (*i.e.*, the household subscribes only to mobile service and accesses the internet through a mobile device), by assisting those households in subscribing to an affordable home internet service and providing them with digital literacy training. CETF additionally estimates that 60,000 households are unsustainably connected (*i.e.*, the household is paying a monthly rate for internet service that exceeds a percentage of household income that could categorize the household as "unsustainable" for that household[14]). CETF recognizes that Charter's investment in digital inclusion programs managed by CETF is intended to help close the digital divide through increased broadband adoption within the Combined Company Service Area. Tackling poverty through an investment in digital inclusion programs to get low-income households online

[12] *See, e.g.,* Opening Testimony of Sunne McPeak, President and CEO, CETF, Exhibit 4, Feb. 11, 2026 ("McPeak Opening Testimony").

[13] *See, e.g.,* McPeak Opening Testimony at 12.

[14] For example, in 2016, the FCC adopted a 2 percent of disposable income benchmark as a "yardstick" that could be used to chart changes in affordability. *Lifeline & Link Up Reform & Modernization*, *Third Report and Order, Further Report and Order, and Order on Reconsideration*, 31 FCC Rcd. 3962, 4113, n.1012 (2016). Specifically, the FCC observed that the 2 percent level was a useful "yardstick for charting changes," while cautioning that it was "not an inherently meaningful level." *Id.*

and digitally proficient is a foundational strategy that aligns with the CETF testimony from Dr. Pedro Noguera.

On a date mutually agreed upon by CETF and Charter, but no later than sixty (60) days after CETF receives each of the five (5) equal annual installments of $6 million described in this Section III., CETF shall provide Charter with an annual report[15] regarding CETF's use of such funding during its prior fiscal year or, as appropriate, the anticipated use of such funding during its upcoming fiscal year. CETF shall work with Charter on the form and content of such reports. Each report shall include, at a minimum and as applicable: (i) a report on CETF's results in helping close the digital divide for 100,000 households; (ii) an accounting of how the funds were expended; (iii) a description of any programs or initiatives supported; (iv) the locations of such programs or initiatives within the Combined Company Service Area; and (v) identification of any CETF partners with whom funds were shared and the purposes for which such funds were shared.

Any contributions to CBOs or community contributions or events associated with CETF's work in the Combined Company Service Area that are a direct result of the investments made by Charter in this MOU shall be co-branded with Charter and shall include Charter's participation, at Charter's reasonable request. CETF shall collaborate with Charter to maximize public awareness of Charter's investments to CETF as part of this MOU. At the direction of Charter, CETF will use best efforts to ensure that the communities served by Charter, and the low-income populations benefiting from the digital-inclusion initiatives set forth in this Section III., are aware of the contributions and investments made by Charter.

<u>Broadband Deployment</u>

IV. Investments in Infrastructure

A. Network Evolution Investment

Charter shall make a capital investment, within three (3) years of Commission approval of the Transfer, of at least $275 million to upgrade its network in the legacy Charter service area in California, to be capable of offering symmetric internet access service with speeds up to 1/1 Gbps. Charter shall complete no less than thirty-five percent (35%) of this network upgrade by the first anniversary of the Commission decision approving the Transfer, no less than seventy percent (70%) by the second anniversary, and one hundred percent (100%) by the third anniversary. Within 90 days following a consultation pursuant to Section V.A., Charter shall develop and submit to CETF a deployment schedule identifying the geographic markets in which the network upgrades described in this Section IV.A. will occur and the anticipated timing of such upgrades. Charter shall provide, within 90 days after each anniversary described in this Section IV.A., an annual report regarding Charter's progress in completing the network upgrades described herein. Charter reserves the right to modify the schedule, as needed, provided that it meets the completion percentage milestones in each of the three years covered by this commitment period.

Within 90 days following the closing of the Transaction, Charter will secure a performance bond totaling $8.25 million (the "Bond Commitment") and submit evidence of the bond or bonds to

---

[15] CETF's work relating to this digital inclusion investment described in Section III will be included in CETF's mandatory report to the CPUC and the Legislature, as required by Public Utilities Code Section 910.4.

the Commission, with a copy of such evidence provided to CETF. Charter may, in its annual report regarding Charter's progress in completing the network upgrades described in this Section IV.A., provide notice to CETF that it is reducing the remaining Bond Commitment by a percentage equal to the percentage of Charter's cumulative completion of the network upgrades.[16] For example, if Charter reports completion of forty percent (40%) of these network upgrades by the first anniversary of the Commission decision approving the Transfer, Charter shall be entitled to reduce the Bond Commitment by forty percent (40%).

B. Public WiFi Anchor Institution Locations

In a prior MOU entered with CETF, arising from the transaction involving Charter and the former Time Warner Cable and Bright House Networks in 2016, Charter identified a list of 75 organizations to receive free service as "anchor institutions" and fulfilled its obligation. That list included certain institutions (such as fire departments and police stations) that were not open to the public. Also identified in the list of anchor institutions were schools, libraries, community, youth, and senior centers, and other similar public facilities. Since that time, Charter may have also provided free service to other similar organizations.

As part of this MOU and for a period of five (5) years following designation and initiation of the free service described in this Section IV.B., Charter will provide free service to fifty (50) eligible anchor institutions in California, including at the following locations identified in Attachment A. If any of the locations identified in Attachment A decline service, under the terms set forth in this MOU, they shall be removed from the list and CETF shall be entitled to recommend an alternative location to fulfill the obligation for the remainder of the five-year term. Any location recommended by CETF must: (i) be located within the Combined Company Service Area and agree to the terms of service under this MOU, and (ii) not be a current or former customer of Charter or Cox at the identified location.

Charter shall provide, at no charge to each anchor institution minimum download/upload speeds of 500/20 Mbps (currently marketed as "Spectrum Business Internet Premier"), and WiFi service (currently marketed as "Advanced WiFi"). Charter will accept recommendations for eligible anchor institutions from CETF, but final decisions shall be in the discretion of Charter. Service to all fifty (50) selected eligible anchor institutions shall commence within 180 days after the closing of the Transaction. If any of the fifty (50) identified eligible anchor institutions discontinue service after service has commenced pursuant to this condition but before the expiration of that eligible anchor institution's five-year free service period, Charter shall consider CETF's recommendations for a replacement eligible anchor institution, and may, in its discretion, select a replacement eligible anchor institution and apply the remaining months of free service to that replacement eligible anchor institution.

[16] Following such notice, Charter may file a Tier 1 advice letter to the Communication Division (or through any other appropriate procedure) to reduce the remaining Bond Commitment percentage consistent with this condition.

Each such designated anchor institution shall allow public access[17] to the broadband service afforded to them under the terms of this Section IV.B. Additionally, the institution must be willing to provide appropriate signage within the anchor institution publicizing the free public access.

Should the Transfer be approved by the Commission and upon consummation of the Transaction, Charter will become the ultimate parent and assume any valid and enforceable contracts of Cox to provide certain managed WiFi services for the City of San Diego's (the "City") public WiFi program. Provided the Transfer is approved, Charter agrees to review and evaluate any valid and enforceable agreement for such services for the City's public WiFi program; insofar as it makes sound business sense to continue this arrangement (such decision to be made solely in the discretion of Charter), Charter agrees to continue to provide this service for at least three (3) years.

C. Deployment to Unserved and Underserved Areas

If the provisional California Broadband Equity, Access, and Deployment ("BEAD") Program awards covering broadband serviceable locations identified by Charter to be within its California service territory[18] (hereinafter, "Charter's California Service Territory") is denied final approval by the National Telecommunications and Information Administration, Charter shall submit at least one bona fide application for grant funding to deploy last-mile broadband infrastructure under the California Advanced Services Fund ("CASF") Broadband Infrastructure Grant Account ("IGA") program, the California Last Mile Federal Funding Account ("FFA") program, or, at Charter's discretion, another state or federal broadband grant funding program, to expand Charter's last-mile broadband infrastructure to reach such locations.

For the purposes of satisfying this condition, to the extent applicable, Charter shall only be required to submit an application for IGA, FFA, or, at Charter's discretion, another state or federal broadband grant program funding if the broadband serviceable locations subject to provisional award within Charter's California Service Territory: (i) were identified as unserved or underserved and BEAD-eligible, consistent with the record of this Proceeding,[19] and (ii) remain unserved or underserved and eligible for last-mile funding under the rules of the applicable program at the time that Charter files a bona fide application pursuant to this condition. Notwithstanding the foregoing, Charter shall only be required to apply for funding under this condition if: (i) the included broadband serviceable locations require Charter to provide a capital contribution that does not exceed $3,000 per funded location; (ii) Charter's application requires funding solely for last-mile broadband infrastructure; (iii) the program rules do not require any compulsory access requirements for third-parties, such as open access obligations, and (iv)

[17] For purposes of this condition, "public access" shall mean public use of the internet access service for those persons and individuals with designated access and permission to be in in the facility; it does not mean that the anchor institution must open its facility to all members of the public. Use of the public internet access service is subject to the use terms and limitations of the anchor institution, including, but not limited to, actions to restrict access to certain content through the use of filters in schools.

[18] *See* Rebuttal Testimony of Adam Falk on Behalf of Joint Applicants, March 4 2026, at 16 (noting the record evidence demonstrating that approximately "5,000 locations within Charter's California service territory remained "unserved" or "underserved" within the meaning of the BEAD Program by the time the Commission conducted its BEAD subgrantee selection process, and, as noted in the Commission's BEAD Final Proposal, every BEAD-eligible location is covered by a provisional award").

[19] *See id.*

Charter is able to satisfy any applicable service-offering-related requirement by making available one of the Affordable Internet Offerings specified in this MOU within the funded area(s).[20]

V. Consultation with Stakeholders

A. CETF, RBC, and MPO Consultations

During the term of this MOU, Charter shall, upon reasonable request, participate in two meetings with CETF: the first with appropriate RBCs and MPOs serving the Combined Company Service Area, and the second with CBOs serving the Combined Company Service Area, (i) once within six (6) months after the closing of the Transaction, and (ii) annually thereafter, to consult with attendees regarding relevant issues, including any planned or ongoing capital investments, deployment requests, and related recommendations. Charter shall consider any such recommendations in good faith; however, any final decisions regarding Charter's capital investments shall remain solely within Charter's discretion. Any meeting required herein shall only be required upon written or email request of CETF, and CETF shall be responsible for planning and convening any such meeting, including identifying an appropriate location, if applicable, and inviting appropriate RBCs, MPOs, and CBOs. Charter agrees to designate an employee as the contact person for the meetings, and CETF acknowledges that such employee may change in the ordinary course of business. Such meetings may be held virtually by videoconference or in person. Charter reserves the right to require any participant to execute a non-disclosure agreement to protect any confidential or sensitive information disclosed in connection with such meeting, including all related reporting.

B. Tribal Consultations

Charter shall, upon reasonable request, use commercially reasonable efforts to consult with any affected Tribes within the Combined Company Service Area regarding any planned or ongoing capital investments or deployment activities, and to respond to any specific requests from CETF to meet with them and one or more of the Tribes located in the Combined Company Service Area. If such a request is made, Charter shall use commercially reasonable efforts to hold such meeting within sixty (60) days after receiving the request and, upon reasonable request, annually thereafter during the term of this MOU. Charter may satisfy this requirement through commercially reasonable efforts to consult with the Southern California Tribal Chairmen's Association regarding such matters.

Within 180 days following the closing of the Transaction and for a period of three (3) years thereafter, Charter shall designate at least one employee whose primary job responsibility shall include engagement with Tribal governments within the Combined Company Service Area (the "Tribal Liaison"). Each Tribe will have access to the Tribal Liaison via phone and email. Following designation of the Tribal Liaison, Charter shall send written notice to each Tribal government

[20] Charter may seek a waiver of any otherwise applicable program requirement to the extent necessary to allow Charter to satisfy this condition, and Charter shall not be required to accept funding (or submit an application, as the case may be) under this condition unless any such necessary waiver has been granted. For purposes of this condition, an "applicable service-offering-related requirement" means any program requirement, other than a requirement that is satisfied by Charter making available within the funded grant area(s) one or more of the Affordable Internet Offerings for the remaining duration of the Five-Year Term, that would require Charter to offer or maintain a specific service tier or tiers beyond the Five-Year Term.

within 90 days after such designation that shall include the name, title, email address, and telephone number of the Tribal Liaison and a description of the process by which a Tribal government may request additional communications with Charter. Beginning in the calendar year following the year in which the initial 90-day notice is sent, and annually thereafter during the term of this condition, Charter shall send at least one annual written invitation for communications with Charter to each identified Tribal government for which Charter has a valid email or mailing address on record.[21]

Should the Tribal Liaison change during the period of this commitment, Charter will provide written notice to the Tribes within 60 days of such change.

VI. Public Commitments on Small Business Investment, General Order 156, and Public Utilities Code Section 8290.2

A. Small Business Investment

Charter will invest[22] $5 million through its Spectrum Community Investment Loan Fund program to support Community Development Financial Institutions ("CDFIs") that operate or lend in California for the purpose of providing loans to undercapitalized small business institutions with access to capital in predominantly Economic and Social Justice ("ESJ") communities, as that term is defined in the Commission's ESJ Action Plan.[23] Charter shall provide an annual report to CETF regarding the investments in CDFIs and the small businesses assisted by the CDFIs.[24]

B. Executive Presentation

Beginning in the first full year after the closing of the Transaction and for three (3) years thereafter, Charter agrees to have a senior-level executive (Vice President or above) attend the Commission's annual Supplier Diversity En Banc hearings.

C. Annual Meetings

Charter agrees to meet with CETF annually for a period of five (5) years following the closing date of the Transaction to discuss its GO 156 annual procurement reports and plans and will consider CETF's recommendations on how to expand its efforts to improve performance.

---

[21] Charter may satisfy any written requirement under this condition by sending the communication to the official tribal chairperson, tribal administrator, tribal government office, or other contact identified in the sources described above or designated in writing by the tribal government. Charter shall not be deemed in violation of this condition if a notice or email is returned, rejected, undeliverable, or unanswered, provided that Charter used commercially reasonable efforts to send the communication to an official or tribe-designated contact.

[22] For purposes of this condition, "invest" shall mean that Charter has, prior to the expiration of the five-year term of this MOU, invested a total of $5 million through the Spectrum Community Investment Loan Fund in CDFIs that operate or lend in California. The timing of loans made by a CDFI to small businesses in California under this condition is outside Charter's reasonable control. An investment in CDFIs by Charter or a foundation funded by Charter may be used to fulfill this obligation, provided all other terms of this condition are met.

[23] *See* CPUC ESJ Action Plan.

[24] CETF expressly acknowledges that all reporting regarding small businesses assisted by such CDFIs pursuant to this condition shall be limited to information reasonably available to Charter. *See supra* note 22.

D. Outreach

Charter agrees to broaden its existing outreach to include a greater focus on small business organizations, and will continue to engage with supplier communities as well as other constituencies, such as ESJ communities, within California. In support of these efforts, Charter will leverage and/or strengthen its longstanding relationships with community partner organizations, as well as develop new relationships. For example, Charter will endeavor to engage with national community partners, which may include the Women's Business Enterprise National Council ("WBENC"), the National Minority Supplier Development Council, National Disability Institute, National LGBT Chamber of Commerce, the Veterans Business Development Officers, and the National Resource Development Council. Within California, Charter will endeavor to engage with the California LGBTQ Chamber of Commerce, the California African American Chamber of Commerce, the California Hispanic Chambers of Commerce, the CalAsian Chamber of Commerce, Small Business Utility Advocates, ShowBiz Kids Foundation, the California Workforce Association, and the Foundation for California Community Colleges.

E. Supplier Clearinghouse Program

For a period of five (5) years after the closing date of the Transaction, Charter agrees to collaborate with CETF on outreach efforts for small businesses to become qualified under the Commission's Supplier Clearinghouse Program. CETF shall engage in best efforts to facilitate small businesses becoming qualified under the Commission's Supplier Clearinghouse Program. Charter will inform subcontractors of the Commission's Clearinghouse and certification process and the benefits of completing the Clearinghouse process.

F. Reporting

Charter will list the CPUC's minimum goals as contained in Section 8.2 of GO 156 for procurement from women-, minority-, disabled veteran-, and LGBT-owned business enterprises as the short-, mid-, and long-term targets in its reports. Consistent with federal law and its commitments to the FCC, Charter will not set its own goals. Charter will report its actual spend against the Commission's goals. Charter will continue to collect, disaggregate, and report detailed data on procurement from such suppliers, including demographic breakdowns as required by GO 156.

G. Metrics

Charter will report to the Commission employee diversity metrics consistent with the Commission's orders and state and federal law. Charter will collect and report this data annually, as required by California Public Utilities Code Section 8290.2(a)(1) and consistent with the Commission's orders. It is agreed by Charter and CETF that this Section VI. will assist in furthering Charter's goal to conduct itself in a way that provides for a culture of inclusiveness, equal opportunity and non-discrimination for all persons.

H. Consistency with California Requirements

All of the commitments made in this section are subject to the continuation of California's existing GO 156 and California Public Utilities Code Section 8290.2(a)(1) requirements. Any commitments made herein that the Commission finds to be inconsistent with or contrary to California's current or future requirements are null and void.

I. Workforce Development and Training

Charter shall contribute $2 million over a three-year period to expand its existing VetConnect Program (currently run in partnership with Skillsbridge) to two additional California military bases in the Combined Company Service Area to help transition active military personnel in their last 180-days of military service into the civilian workforce. Charter will use these resources to develop curriculum and to hire trainers to perform these training sessions at the designated military bases.

<u>Overall Partnership Commitments</u>

VII. Right to Withdraw

If the Commission fails to issue an order adopting all material terms of this Agreement without modification, or if for any other reason Charter does not acquire control of Cox California, either Charter or CETF may withdraw from the Agreement. If the Commission approves Joint Applicant's application but fails to incorporate a particular material term to this Agreement, the parties agree to discuss whether an amended Agreement is possible and work in good faith to that end.

VIII. Full Statement of Agreement

This MOU constitutes the entire agreement between the Settling Parties, and their respective successors-in-interest and assigns shall be bound by, and shall comply with, the commitments set forth in this MOU, and it shall inure to the benefit of the Settling Parties and their respective successors-in-interest and assigns.

IX. CETF Support for Transfer with Public Benefit Commitments

CETF shall support the Transfer, and the broader national Transaction, publicly and to government officials, including filing a motion in the Proceeding containing a copy of this MOU, expressing full support of the Transfer because of the public benefit commitments contained herein, and requesting: (i) the MOU be reflected in the decision(s) in the Proceeding; (ii) its commitments be included in the Ordering Paragraphs; and (iii) the decision(s) reflect that both parties consent that any disputes over the MOU be brought back to the CPUC. The fact that Charter agrees that the CPUC may enforce these voluntary settlement conditions does not constitute an admission by Charter that the CPUC has independent subject matter jurisdiction over the conditions agreed to in this MOU. CETF further agrees that it will cooperate and work closely with Charter to engage in outreach and advocacy efforts to demonstrate the various ways in which the Transfer and the Transaction serve the public interest. Should the Transaction not be consummated, this MOU shall not take effect.

X. Commitments Made to Other Intervenors or Regulatory Bodies and Commitment Duration

Other than as described in Section XI., to the extent that certain commitments contained in this MOU repeat commitments made to other intervenors in the Proceeding or any other regulatory body reviewing the Transfer, CETF acknowledges that the reiteration of those commitments here is not intended to create separate or additional commitments on Charter but are included for illustrative purposes only. Additionally, unless otherwise expressly stated, any monies or other services provided by Charter pursuant to this MOU must be used exclusively for the benefit of residents in the Combined Company Service Area. Finally, to the extent that any commitments contained in this MOU do not specify an end or completion date, such commitments shall expire no later than five (5) years from the close of the Transaction (unless an earlier date is expressly stated).

XI. Incorporation of Other Commitments

Notwithstanding Section X., Settling Parties agree that the substantive conditions related to new Affordable Internet Offerings established in the agreement[25] reached by Charter and the Public Advocates Office at the California Public Utilities Commission ("Cal Advocates") to resolve all concerns raised by Cal Advocates regarding the Transfer that is the subject of the Proceeding (the "Cal Advocates Settlement Agreement") are incorporated herein by reference and made part of this MOU as if set forth herein. To the extent any conflict or inconsistency exists between this MOU and the Cal Advocates Settlement Agreement, the terms of this MOU shall control.

XII. Term of the MOU

This MOU and its obligations will remain in effect for five (5) years following the close of the Transaction.

XIII. Persons Responsible for MOU Compliance

The following persons shall be responsible for compliance with this MOU:

For Charter: Adam Falk, Senior Vice President, State Government Affairs

For CETF: Sunne Wright McPeak, President and CEO

Each party may designate a primary contact for MOU compliance, other than themselves, and shall notify each other within 30 days of any change or successor named by the party to be responsible for compliance with this MOU.

XIV. Compliance Monitor

The Settling Parties agree that the terms of this Agreement, and the terms of any other agreement entered into between Charter and any other settling parties in this Proceeding, shall be subject to a single, independently procured compliance monitor, with the mutual consent of all parties to this MOU, and any parties subject to any other settlement agreement in this Proceeding. The compliance monitor will be selected by mutual consent of all settling parties, within 120-days of the close of the Transaction. Approval of the independent monitor shall be subject to final approval of the Staff Director for the Communications Division of the Commission. The independent monitor shall have contractual obligations to all settling parties,

[25] See A.25-07-016, Joint Motion of Charter and Cal Advocates for Adoption of Settlement Agreement, Attachment 1 (Apr. 30, 2026).

but the expenses for such independent monitor shall be borne by Charter. If the Commission otherwise requires its own independent compliance monitor, this provision shall no longer apply.

XV. Notice and Opportunity to Cure

Charter shall be given notice of any alleged non-compliance with this MOU, and an opportunity to meet and confer to discuss any such allegation, and pursue in good faith any required remedy. Should the issue remain unresolved, Charter will be provided a reasonable opportunity to cure any alleged non-compliance, which shall be no less than 180 days. This Section XIV. does not restrict either party from seeking relief from the CPUC after this notice and opportunity to cure process.

XVI. Counterparts

This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the date of the last signature below; provided, however, that this MOU shall not become effective unless and until Charter has entered into an agreement with Cal Advocates resolving all concerns raised by Cal Advocates regarding the Transfer that is the subject of the Proceeding. Unless and until such agreement is executed, this MOU shall be void ab initio and of no force or effect.

Charter Communications, Inc.	California Emerging Technology Fund
Signatu,e ?? **Name:** AdamFalk	**Signature** ?cg ?? - i?? **Name:** Sunne Wright McPeak
Title: Senior Vice President, State Government Affairs	**Title:** President and CEO
Date of Execution: April30, 2026	**Date of Execution:** April30, 2026