

## CABLE TELEVISION FRANCHISE AGREEMENT AMENDMENT

This Cable Television Franchise Agreement Amendment ("Amendment") is made and entered into by and between Clackamas County, with its principal offices at 2051 Kaen Road, Oregon City, Oregon 97045 ("County"), and Comcast of Illinois/Ohio/Oregon, LLC; Comcast of Oregon II, Inc., a Delaware corporation, with its principal offices at 11308 SW Parkway, Tigard, Oregon, 97223 ("Grantee").

### RECITALS

1. Comcast has been granted a nonexclusive franchise ("the Franchise") by the County to construct and operate a Cable System within certain portions of the County;
2. The Franchise expires on October 9, 2031: and
3. Comcast and the County desire to make certain amendments to the Franchise as set forth below, which amendments are in the public interest.

Now Therefore:

In consideration of the mutual benefits and covenants contained herein, the parties agree that the Franchise, executed on October 12, 2021, shall be amended as follows:

1. Section 2.p of the Franchise shall be deleted in its entirety, and shall be replaced with the following:

p. Franchise Area. "Franchise Area" means the unincorporated area of Clackamas County as of the effective date of this Franchise.

2. Section 3.4 Franchise Area. Section 3.4 of the Franchise shall be deleted in its entirety, and be replaced with the following:

Section 3.4. Franchise Area. Grantee shall be authorized to construct its Cable System within the public rights of way and compatible easements throughout the entire jurisdictional boundaries of the Franchise Area.

3. Section 4.3. Availability of Residential Services. This Section 4.3 shall be amended by the addition of a new subsection 4.3.5 as follows:

Section 4.3.5. Other Providers. Grantee is authorized but shall not be required to overbuild existing video service providers pursuant to this Section 4.3. Should Grantee overbuild a Cable Operator, Grantee acknowledges that Grantor will review the franchise terms of both cable providers to determine competitive equity.

4. Exhibit A. Exhibit A shall be deleted in its entirety.

Counterparts. This Amendment may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

Except as expressly provided in this Amendment, all other terms and conditions of the original Franchise, and any subsequent amendments, addenda, or modifications thereto, remain in full force and effect.

Neither party waives any right which it enjoys under law as a result of agreeing to this Franchise amendment.

This amendment shall be effective upon execution by the parties.

DATED this 27 day May, 2022.

DATED this 14 day July, 2022.

**COMCAST OF TUALATIN VALLEY,  
INC.; COMCAST OF  
ILLINOIS/OHIO/OREGON, LLC; AND  
COMCAST OF OREGON, II LLC**

**BOARD OF COUNTY COMMISSIONERS  
CLACKAMAS COUNTY, OREGON**

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DocuSigned by:  
*Steven Holmes*  
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Steven Holmes, VP

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Tootie Smith, Chair

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