METROPOLITAN AREA COMMUNICATIONS COMMISSION
BOARD OF COMMISSIONERS MEETING
Friday, August 28, 2026 – 1:30 PM; Via Teams or In-person at MACC

Meeting Agenda:

1. **CALL TO ORDER AT 1:30 PM – ROLL CALL**
   Shane Boyle, MACC Chair, will conduct the meeting

2. **EXECUTIVE SESSION: pursuant to ORS 192.660(2)(f) "To consider information or records that are exempt by law from public inspection".**

3. **RETURN TO OPEN SESSION:** The Commissioners will return to open session to make any final decisions not permitted in executive session.

4. **INTRODUCTIONS and COMMISSIONER ANNOUNCEMENTS**

   A. **Announcements**
   At this point in the meeting, Commissioners can announce the following for inclusion in the meeting minutes:

   - Any disclosures required under state law or that a Commissioner finds necessary or appropriate and/or Commissioner plans to recuse himself or herself from voting on a particular agenda item due to a conflict or for any other reason. (Disclosure or recusal may also be announced prior to voting on a particular agenda item.).
   - Intent to abstain from voting on the minutes listed in the meeting's "Consent Agenda" due to the fact the Commissioner was not in attendance at the particular meeting.
   - Any other announcements a Commissioner would like to include in the minutes of the meeting.

5. **PUBLIC COMMENT PERIOD** – During this portion of the meeting agenda persons with information or comments for the Board on any agenda item (without separate public hearing provisions), or on any other subject within the jurisdiction of the Commission, may be recognized. Presentations to the Board are limited to two minutes with a total of fifteen minutes provided for this agenda item. More time, if needed, may be provided upon completion of the regular meeting agenda, or by specific motion of the Board. When called, please state your name and address as you begin your comments. Please check with the Recording Secretary if you have any questions about the above process.

6. **ADMINISTRATIVE ACTION: BOARD ACTION REQUESTED**

   A. **Agenda Statement: Consider MACC Resolution 2026-04 Recommending to the Member Jurisdictions a Renewal of a Cable Television to Comcast Cable** (Agenda Statement, Resolution 2026-04 and Cable Franchise Agreement enclosed.)

7. **ADDITIONS/DELETIONS TO AGENDA**

8. **OTHER BUSINESS**

9. **ADJOURNMENT**

c: Local Press

METROPOLITAN AREA COMMUNICATIONS COMMISSION

AGENDA STATEMENT

FOR THE MEETING OF:	August 28, 2026	ITEM NO: 6A
ITEM TITLE:	CONSIDER MACC RESOLUTION 2026-04Recommending Renewal of Comcast Cable Television Franchise to the MACC Member Jurisdictions	
SUBMITTED BY:	JONATHAN KAUFMAN, Interim Administrator	

BACKGROUND

MACC administers the Comcast cable television franchise on behalf of its fifteen Member Jurisdictions. The current agreement became effective July 1, 2015, with a 10 year term. It was originally set to terminate on June 30, 2025. The franchise has been extended by action of the Commission and the Member Jurisdictions and expired on June 30, 2026.[1]

Federal law provides a three-year structure for (1) determining the area's cable related needs and interests (the "Needs Assessment") and (2) negotiating a renewed cable franchise.[2] In the Fall of 2022, MACC, on behalf of its Member Jurisdictions, began a process to renew the cable television franchise of Comcast's local franchise holder, Comcast of Oregon II, Inc. Federal law provides for a cable operator's continued use of the right of way as long as it meets certain requirements.[3]

MACC prepared a request for proposals for the Needs Assessment in early 2023 and retained CBG Communications and its team of survey, PEG, institutional-network, and cable-engineering specialists. CBG provided its project work plan in June 2023. The work proceeded through 2023 and 2024 and included a statistically valid random telephone survey of 900 residents, a supplemental online survey distributed with assistance from the Member Jurisdictions, interviews and focused discussions with PEG and PCN stakeholders, PEG facility and equipment reviews, review of Comcast technical information, and a field review of the cable system.

In the June 2024 Board of Commissioners meeting, CBG presented the Needs Assessment report and in fall 2024, MACC staff, CBG, and legal counsel translated the Assessment findings into proposed franchise language. MACC sent Comcast an initial redlined franchise proposal on December 2, 2024, expressly beginning informal renewal discussions.

Comcast returned its first comprehensive response to MACC's proposal on March 5, 2025. MACC and Comcast then worked section by section through the draft in a series of meetings and written exchanges. Negotiations addressed customer service, PEG channels and funding, PCN services and rates, the technical audit, line extensions, complimentary service, enforcement,

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[1] Although the franchises officially expire on June 30, MACC and Comcast have agreed to honor the mutual commitments of the documents through the member jurisdictions approval process.

[2] 47 USC §546.

[3] 47 USC §546.

insurance, and other franchise provisions. As negotiations continued, it was becoming evident that the franchise would not be complete before the current franchise expired and MACC and Comcast agreed to extend the existing franchise through June 30, 2026.

Comcast presented a consolidated offer on the major deal points on January 13, 2026, and MACC responded on January 23. MACC and Comcast continued to negotiate the major deal points throughout the spring. The parties also negotiated a separate program to address conditions identified at multiple-dwelling-unit properties during the technical audit; that agreement was executed in March 2026.

Through regular meetings in June and July, MACC and Comcast resolved the remaining open issues, with negotiations appearing to conclude on August 11. On August 12, Comcast contacted MACC to raise concerns about the start date for the PEG fee, the provision of all five TVCTV PEG channels in high definition, and the possibility that MACC could dissolve during the franchise term. MACC postponed the Commission meeting from August 19 to August 28 to allow Comcast to complete an additional internal review of the agreement.

In response to Comcast's concerns, MACC proposed language ensuring that Comcast will have at least 30 days after all Member Jurisdictions approve the franchise to implement the new PEG fee. MACC also proposed clarifications to ensure that the agreement will continue to operate if MACC dissolves. Comcast accepted these proposals and requested additional language requiring the parties to work in good faith to consider any necessary amendments if a Member Jurisdiction withdraws from MACC or MACC ceases to operate. MACC did not agree to change the negotiated HD channel requirements. Instead, the parties agreed that either party may request a review of PEG channel usage, signal delivery options, and changes in technology after the second year of the agreement. Comcast also requested minor changes to the parental control and notice provisions. The franchise agreement presented for approval incorporates these changes and represents the final agreement between MACC and Comcast.

Staff asks that the Commission review and make a recommendation to the Member Jurisdictions that they adopt the franchise for a term of 10 years, expiring on June 30, 2036. By the terms of the MACC Intergovernmental Agreement, all Member Jurisdictions must adopt this franchise agreement in order for it to go into effect in any Jurisdiction. A negative vote by one or more of the fifteen governing bodies effectively vetoes the agreement for all.

STAFF ANALYSIS AND DISCUSSION OF KEY ELEMENTS OF THE COMCAST RENEWAL

Term. The proposed franchise agreement will run ten years, from July 1, 2026 through June 30, 2036.

Gross Revenue Definition. The gross revenue definition, which is used in determining franchise fee payments, has been clarified to better ensure that Comcast includes all revenue allowed by applicable law. The new definition expressly includes all amounts comprising the FCC-required aggregate video programming price and clarifies that cable-only fees may not be reduced through bundled service allocation.

PEG Access. The proposed franchise agreement keeps TVCTV's PEG channels: 21, 23, 28, 30 and West Linn 30 as well as PCC's educational channel 27. MACC gives up the requirement that Comcast continue to provide the regional Community Access Network channel 11. Currently only channels 28 and 30 are in HD, and the renewed franchise requires all TVCTV channels to be carried in SD and HD. The all-HD commitment directly addresses a principal Needs Assessment finding, while the channel count reflects a negotiated compromise from the report's recommendation to retain existing capacity.

Institutional Network (PCN). Comcast remains ultimately responsible for the institutional network. The agreement permits use of OMNIA or another standard government-services agreement, subject to MACC approval when required and with rates consistent with or better than the franchise rate card. This allows PCN users to continually receive the best rates possible. Existing PCN service continues during transition, and eligible users must be offered the new service agreement and improved rates by January 1, 2027.

PEG/PCN Fund. Beginning the first day of the month that falls at least 30 days after all Member Jurisdictions have approved the renewed franchise, Comcast will pay 1.75% of Gross Revenue for PEG capital and PCN institutional network purposes. This replaces the current $0.80 per subscriber per month payment and ties future receipts to Comcast cable revenue rather than subscriber count alone. Although below the Assessment report's 2.5% recommendation, it provides a continuing revenue source to support PEG Access and the PCN users.

MACC staff is comfortable that the fund will continue to provide for a viable and strong PEG program and all of the critical support PCN users have come to rely on for the last 28 years.

Customer Service. Customer service standards remain part of the franchise, however, rather than expressly including the applicable FCC standards in the franchise, the renewed agreement references those standards and requires Comcast to comply with them. The agreement preserves MACC and the Member Jurisdictions' authority to impose additional customer service standards.

Franchise Violations and Remedies. The violation and hearing process, available fines, and the collective $75,000 annual cap are continued. The daily violation fine increased from $250/day to $750/day.

The attached Side-by-Side Comparison of Current and Proposed MACC Franchise provides additional detail on changes in the proposed franchise compared to the existing franchise.

CONCLUSION

It is the MACC staff opinion that the proposed franchise agreement is an excellent agreement and one that will serve the interests of the Member Jurisdictions and cable subscribers for the next ten years. While improvements on some items may be possible, there are no guarantees such improvements would be achieved through a continuation of the informal renewal process. On the whole, this proposed franchise agreement retains the basic elements and long-term benefits of the cable television franchises on which the Member Jurisdictions have come to rely -

preservation of local police powers and rights-of-way authority, financial stability, the ability to meaningfully respond to customer service deficiencies, superior PEG Access programming and support, and the guarantee of an institutional network that meets the current and future needs of the area.

If the Commission adopts the staff recommendation, we will begin contacting the Member Jurisdictions to arrange time on council/commission agendas.

A reminder: <u>All 15 MACC Jurisdictions must approve the Franchise Agreement for it to become effective</u>.

Staff and Legal Counsel are here to answer your questions.

STAFF RECOMMENDATION: Adopt MACC Resolution 2026-04 Recommending Renewal of Comcast Cable Television Franchise to MACC Jurisdictions

Attachments: Resolution 2026-04
MACC Side-by-Side Comparison of Current and Proposed MACC Franchise

COMCAST CURRENT and PROPOSED FRANCHISE COMPARISON
Metropolitan Area Communications Commission
August 24, 2026

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Term	10 years	2.3	No change.	2.3
ROW AUTHORITY				
Police Powers and Right of Way Use	Comcast must abide by all generally applicable Codes in each member jurisdiction.	2.2 & 10	Retains the requirement to abide by all generally applicable Codes, and adds an express requirement to comply with member jurisdictions' rights of way ordinances, if applicable, rather than the construction provisions of the franchise to ensure that Comcast follows the same right of way requirements as other providers where a member jurisdiction has a right of way ordinance.	2.2 & 10
FINANCE				
Franchise fees	5% of gross revenues	3.1	No change	3.1
Gross Revenue Definition	Broad cable-service revenue definition.	1.24	Retains the existing broad Gross Revenue definition while expressly including all amounts comprising the FCC-required aggregate video programming price and clarifying that cable-only fees may not be reduced through bundled service allocation.	1.23

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Audit authority	No more than once every 24 months. Comcast reimburses reasonable costs up to $15,000 when underpayment is 4% or more.	3.6	Same 24-month frequency. Reimbursement threshold becomes 5%; cost increases to $20,000.	3.6
Insurance Limits	General Liability: $3 million Broadcasters Liab: $1 million Auto BI/PD: $2 million Employers Liab: $2 million	5.1	General Liability: $3 million Auto BI/PD: $3 million Employers Liab: $3 million Broadcasters Liability is now addressed through general liability.	5.1
PEG PROGRAMMING				
PEG Channels	Five TVCTV channels: 21, 23, 28, 30, and West Linn 30. Two regional PEG channels are carried: CAN (11) and PCC (27). A side agreement provides the potential to discontinue these channels if all other metro areas systems do so.	9.2	Five TVCTV channels: 21, 23, 28, 30, and West Linn 30. The regional channel CAN (11) is relinquished if Comcast chooses to stop providing it in the MACC service area. A side agreement continues to provide the potential to discontinue the PCC (27) channel if all other metro areas systems do so.	9.2

FRANCHISE PROVISION	**CURRENT FRANCHISE**	**§**	**PROPOSED FRANCHISE**	**§**
PEG/PCN Fee	$0.80 per subscriber per month.	9.7	1.75% of Gross Revenue. Replaces the fixed per subscriber fee with a percentage-based fee, tying PEG/PCN capital funding to Comcast's cable revenue rather than solely to the number of subscribers.	13
HD Channels	2 HD channels	n/a	All five TVCTV channels in HD, implemented 120 days after written request.	9.4
PEG Origination Points	Maintains existing upstream links, interconnections, and listed origination points. Some additional sites were required during the term.	9.8	Maintains existing upstream links, interconnections, and listed origination points; new points may be requested at MACC/TVCTV expense.	9.7
Customer Service	Provides comprehensive, locally negotiated customer service standards covering telephone response, installations and repairs, outage credits, billing, complaint resolution, subscriber notices, and performance reporting.	Attc. A	Streamlines the requirements by incorporating current FCC customer service standards, including answering 90% of calls within 30 seconds and completing 95% of standard installations within seven business days. It also preserves the Grantor's authority to establish stronger local standards.	6
Fines	<u>Telephone answering:</u> Failure to meet standard – $10,000 1st violation; $20,000 2nd violation; $30,000 3rd violation Other Violations: $250/day Capped at $75,000 within any 12 month consecutive period.	15	Telephone answering: Failure to meet standard – $10,000 1st violation; $20,000 2nd violation; $30,000 3rd violation Other Violations: $750/day Capped at $75,000 within any 12 month consecutive period.	15

FRANCHISE PROVISION	CURRENT FRANCHISE	§	PROPOSED FRANCHISE	§
Institutional Network (PCN)	Comcast or affiliate provides managed services; Comcast remains fully responsible. MSA and rate card were fixed attachments.	12 & Attc. D	Comcast remains ultimately responsible. Allows OMNIA or another comparable standard government agreement, subject to MACC approval and franchise-rate card pricing or better. Existing service continues during transition. Eligible PCN users must be offered the new MSA and rates by January 1, 2027. Related side letter includes member jurisdiction PCN Grant eligibility for qualifying Comcast managed network services.	12 & Attc. C

METROPOLITAN AREA COMMUNICATIONS COMMISSION

RESOLUTION NO. 2026-04

A RESOLUTION RECOMMENDING THAT THE MEMBER JURISDICTIONS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION GRANT COMCAST OF OREGON II, INC. A CABLE SERVICES FRANCHISE

WHEREAS, the Metropolitan Area Communications Commission ("MACC") is an intergovernmental commission formed pursuant to an intergovernmental agreement under ORS Chapter 190 ("IGA"), with the membership of Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin and West Linn ("Member Jurisdictions"); and

WHEREAS, the IGA authorizes MACC and its Member Jurisdictions to grant one or more nonexclusive franchises to construct, operate, and maintain a cable system within the combined boundaries of the Member Jurisdictions; and

WHEREAS, the IGA requires that each Member Jurisdiction formally approve any joint cable services franchise agreements, or any amendment or renewal of such agreements; and

WHEREAS, in 2015, the Member Jurisdictions executed cable television franchise agreements with Comcast of Oregon II, Inc. ("Comcast"), authorizing Comcast to construct, operate, and maintain a cable communications system to provide cable service within the municipal boundaries of the Member Jurisdictions; and

WHEREAS, by letter dated August 3, 2022, from Comcast to the Member Jurisdictions, Comcast invoked the formal renewal procedure set forth in Section 626 of Title VI of the Communications Act of 1934, as amended (the "Cable Act"), while expressing its desire to pursue the franchise renewal through informal negotiations rather than the formal renewal procedure; and

WHEREAS, the IGA authorizes MACC to process Comcast's renewal request on behalf of the Member Jurisdictions, including informal negotiations as set forth in Section 626(h) of the Cable Act, 47 U.S.C. § 546(h), and the formal renewal procedures set forth in Sections 626(a)-(g) of the Cable Act, 47 U.S.C. § 546(a)-(g); and

WHEREAS, MACC and Comcast have been engaged in informal franchise renewal negotiations as set forth in 47 U.S.C. § 546(h), which meetings have resulted in a proposed cable services franchise; and,

WHEREAS, MACC has provided adequate notice and opportunities for public comment on the proposed new cable services franchise including public hearings held on August 28, 2026; and,

WHEREAS, the MACC Board of Commissioners finds the proposed new cable franchise reflects the cable-related community needs of the Member Jurisdictions, and that Comcast has the legal, technical, and financial qualifications to own and operate the proposed cable services system, and therefore recommends to its Member Jurisdictions that they grant the franchise to Comcast of Oregon II, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION:

Section 1. MACC recommends to its Member Jurisdictions that they grant Comcast a cable services franchise substantially in the form attached hereto as Exhibit A ("Franchise").

Section 2. In accordance with the requirements of the IGA, the Member Jurisdictions' grant of the Franchise shall be contingent on the affirmative vote of each Member Jurisdiction's governing body.

Section 3. The MACC Administrator is hereby authorized to execute the Franchise on behalf of the Member Jurisdictions only after MACC staff's determination that Comcast has fulfilled the Franchise acceptance provisions contained in the Franchise and that each Member Jurisdiction has approved the Franchise.

Section 4. This resolution shall be effective from and after its adoption.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION THIS 28th DAY OF AUGUST, 2026.

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Shane Boyle, Chair

Attachment: Exhibit A

CABLE TELEVISION

FRANCHISE AGREEMENT

Between the Jurisdictions participating in the

METROPOLITAN AREA

COMMUNICATIONS COMMISSION

AND

COMCAST OF OREGON II, INC.

July 1, 2026

TABLE OF CONTENTS

SECTION 1. DEFINITIONS

For the purposes of this Agreement and all attachments included hereto, the following terms, phrases, words and their derivations shall have the meaning given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 Access means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video and Signals as permitted under applicable law, including, but not limited to:

(A) **Public Access** means Access where organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary Programmers or users having editorial control over the content;

(B) **Educational Access** means Access where Schools and educational institutions are the primary Programmers or users having editorial control over the content;

(C) **Governmental Access** means Access where governmental institutions are the primary Programmers or users having editorial control over the content; and

(D) **PEG Access** means Public Access, Educational Access, and Governmental Access, collectively.

1.2 **Access Center** means a facility or facilities where PEG Access Signals are managed and delivered Upstream to the Grantee for Downstream transmission to Subscribers or to other Access Centers via a dedicated connection.

1.3 **Access Channel** means any Channel, or portion thereof, designated for non-commercial Access purposes or otherwise made available to facilitate or transmit Access Programming or service.

1.4 **Affiliate** when used in connection with Grantee means any corporation, Person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 **Basic Service** means Grantee's lowest level service tier which includes the retransmission of local television broadcast Signals and PEG Access Channels, or as such service tier may be further defined by federal law.

1.6 **Cable Act** means the Cable Communications Policy Act of 1984 and the Cable

Television Consumer Protection and Competition Act of 1992 and any amendments thereto, including those contained in the Telecommunications Act of 1996.

1.7 **Cable Operator** means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly owns a significant interest in such Cable System, or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.

1.8 **Cable Service** shall have the meaning set forth in 47 U.S.C. § 522(6), as amended, which as of the Effective Date means the one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.9 **Cable System** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right of Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand service; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

1.10 **Capacity** means the maximum ability to carry Signals or other information within a specified format

1.11 **Capital or Capital Cost** means the expenditure of funds for resources whose useful life can be expected to exceed a period of one (1) year or longer as consistent with Generally Accepted Accounting Principles ("GAAP").

1.12 **Channel** means a time or frequency slot or technical equivalent on the Cable System in a specified format, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

1.13 **Commission** means the Metropolitan Area Communications Commission and its officers, agents and employees, created and exercising its powers pursuant to an Intergovernmental Cooperation Agreement entered into by Grantors herein, as authorized by state law (particularly ORS Chapter 190) and the laws, charters, and other authority of the individual member units of local government who are members of the Commission. The powers of the Commission have been delegated to it by Grantors and although it may exercise those powers as an entity, it remains a composite of Grantors herein.

1.14 **Demarcation** means up to and including the device where the DAP Signal is converted into a format to be transmitted over a fiber connection to Grantee.

1.15 **Designated Access Provider ("DAP")** means the entity or entities designated by the Grantor to manage or co-manage PEG Access Channels and Access Centers. The Grantor may be a Designated Access Provider; however, any other entity designated by the Grantor shall not be a third party beneficiary under this Agreement.

1.16 **Downstream** means the transport of Signals from the Headend to Subscribers or to Interconnection points served by the Cable System.

1.17 **Effective Date** means the date defined in Section 2.4 herein.

1.18 **FCC** means the Federal Communications Commission.

1.19 **Franchise** means the non-exclusive and revocable authorization for the construction and/or operation of the Cable System granted in this Agreement.

1.20 **Franchise Area** means the area within the legal jurisdictional boundaries of the individual Grantors and any member units of local government who are members of the Commission during the term of this Agreement. The Franchise Area shall include any additional signers of the Intergovernmental Agreement only if Grantee is currently providing Cable Service in such additional areas. For purposes of Washington County, the Franchise Area includes only the unincorporated areas within the legal jurisdictional boundaries of the County.

1.21 **Grantee** means Comcast of Oregon, II, Inc. or its permitted successors, transferees or assignees.

1.22 **Grantor** means, individually and, where applicable, collectively, the Oregon cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin, and West Linn together with Washington County, Oregon.

1.23 **Gross Revenue** means, and shall be construed broadly to include, all amounts in whatever form and from all sources derived directly or indirectly by Grantee and/or an Affiliate from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:

- All amounts included on Subscriber bills in the aggregate price for video programming pursuant to 47 C.F.R. § 76.310;
- Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including

revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);

- Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
- Fees paid to Grantee for Channels designated for commercial/leased access use, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
- Converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Payments for pre-paid Cable Services and/or equipment;
- Advertising Revenues as defined herein;
- Fees including, but not limited to: (1) late fees, convenience fees, and administrative fees; (2) Franchise fees; (3) the FCC user fee and (4) PEG fees if included on Subscriber billing statements;
- Revenues from program guides; and
- Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.

“Gross Revenues" shall not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. "Gross Revenues," however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee's revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise. "Gross Revenues" shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. "Gross Revenues" shall not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect.

(A) "Advertising Revenues" shall mean amounts derived from sales of advertising that are made available to Grantee's Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Whenever Grantee acts as the principal in advertising arrangements involving representation firms and/or advertising Interconnects and/or other multichannel video providers, Advertising Revenues subject to Franchise fees shall include the total amount from advertising that is sold, and not be reduced by any operating expenses (e.g., "revenue offsets" and "contra expenses" and "administrative expenses" or similar expenses), or by fees, commissions, or other amounts paid to or retained by National Cable Communications or Comcast Advertising or similarly affiliated advertising representation firms or their successors involved with sales of advertising on the Cable System within the Franchise Area.

(B) "Gross Revenues" shall **not** include:

- Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;
- Any taxes and/or fees on services furnished by Grantee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise fee, the FCC user fee and PEG fee shall not be regarded as such a tax or fee;
- Launch fees and marketing co-op fees;
- Revenues associated with the provision of managed network services provided under separate business contract; and
- Unaffiliated third party advertising sales agency fees or commissions which are reflected as a deduction from revenues. except when Grantee acts as a principal as specified in paragraph (A) immediately above.

(C) To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components, provided that Grantee shall not pro rate any amounts (including fees collected from Subscribers) attributable solely to Cable Service that are not part of the bundled package. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee's calculations.

Example: Prior to any bundle-related price reduction, if Cable Service is valued at 50% of the total of the services to be offered in a bundle, then Cable Service is to be valued and reported as being no less than fifty percent (50%) of the price of the bundled service total.

(D) Grantee reserves the right to change the allocation methodologies set forth in paragraph (C) above to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task

Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantor acknowledges and agrees that Grantee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the Grantor reserves its right to challenge Grantee's calculation of Gross Revenues, including Grantee's interpretation of GAAP and Grantee's interpretation of FASB, EITF and SEC directives. Grantee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise-required document at the time of submittal, identifying each revised Section or line item.

(E) Grantor agrees and acknowledges that Grantee shall maintain its books and Records in accordance with GAAP.

1.24 **Headend** means Grantee's facility for Signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors, equipment for the Interconnection of the Cable System with adjacent Cable Systems or other separate communications network, and all other related equipment and facilities.

1.25 **Interconnect or Interconnection** means the provision by Grantee of technical, engineering, physical, financial and all other necessary components to provide and adequately maintain a physical linking of Grantee's Cable System with any other designated Cable System or any separate communications network, so that services of technically adequate quality may be sent to, and received from, such other systems to the extent required by this Agreement.

1.26 **Leased Access Channel** means any Channel commercially available for Programming for a fee or charge by Grantee to members of the general public.

1.27 **Origination Point** means a location other than an Access Center, where PEG Access Programming is delivered to the Grantee for Upstream transmission.

1.28 **Parent Corporation** means Comcast Communications, Inc. or successors and assigns and includes any other existing or future corporations with greater than fifty percent (50%) ownership or control over Grantee.

1.29 **Person** means any individual, sole proprietorship, partnership, association, corporation, or any other form of organization authorized to do business in the State of Oregon, and includes any natural person.

1.30 **Programmer** means any Person responsible for PEG Access Programming on the Cable System, including, without limitation, any Person who produces or otherwise provides PEG Access Programming for transmission on the Cable System.

1.31 **Programming** means television programs, audio, video or other patterns of Signals to be transmitted on the Cable System, and includes all programs or patterns of Signals transmitted, or capable of being transmitted, on the Cable System.

1.32 **Public Communications Network ("PCN")** means the separate communications institutional network provided by the Grantee under Section 12 of this Agreement designed principally for the provision of non-entertainment, interactive services to public Schools, public universities and colleges, Pacific University, public agencies, or the Virginia Garcia Health Centers (or successor agencies) for use in connection with the ongoing operations of such institutions. Services provided include data to PCN users on an individual application, private channel basis.

1.33 **Public Rights of Way** include, but are not limited to, Streets, bridges, sidewalks, trails, paths, public utility easements, and all other public ways, including the subsurface under and air space over these areas, excluding parks and parkways, but only to the extent of the Grantor's right, title, interest, or authority to grant a Franchise to occupy and use such Streets and easements for Cable System facilities. "Public Rights of Way" shall also include any easement granted to or owned by the Grantor and acquired, established, dedicated, or devoted for public utility purposes to the extent the easement authorizes use of the easement area for Cable Systems. Nothing in this Agreement shall preclude Grantee's use of private easements as set forth in 47 U.S.C. § 541(a)(2).

1.34 **Record** means written or graphic materials, however produced or reproduced, or any other tangible permanent record, to the extent related to the enforcement or administration of this Agreement.

1.35 **Quarterly or Quarter** means the standard calendar periods of January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31, unless otherwise specified in this Agreement.

1.36 **School** means any accredited educational institution, public or private, including, but not limited to, primary and secondary Schools.

1.37 **Section** means a provision of this Agreement, unless specified as part of another document.

1.38 **Signal** means any electrical or light impulses carried on the Cable System, whether one-way or bi-directional.

1.39 **Streets** means the surface of any public street, road, alley or highway, within the Grantor, used or intended to be used by the general public for general transportation purposes to the extent the Grantor has the right to allow the Grantee to use them, and the space above and below.

1.40 **Subscriber** means any Person who is lawfully receiving, for any purpose or reason, any Cable Service provided by Grantee by means of, or in connection with, the Cable System.

1.41 **Upstream** means the transport of Signals to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 <u>Grant</u>

(A) Grantor hereby grants to Grantee a nonexclusive and revocable authorization to make lawful use of the Public Rights of Way within the Franchise Area to construct, operate, maintain, reconstruct, and repair a Cable System for the purpose of providing Cable Services and to provide a PCN for voice, video, and data, subject to the terms and conditions set forth in this Agreement.

(B) This Agreement is intended to convey limited authority and interests only as to those Public Rights of Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Public Rights of Way, it does not provide the Grantee any interest in any particular location within the Public Rights of Way, and it does not confer rights other than as expressly provided in the grant hereof. This Agreement does not deprive the Grantor of any powers, rights, or privileges it now has, or may acquire in the future, to use, perform work on, or regulate the use and control of the Grantor's Public Rights of Way covered by this Agreement, including without limitation, the right to perform work on its Streets, or appurtenant public works facilities, including constructing, altering, paving, widening, grading, or excavating thereof.

(C) This Agreement authorizes Grantee to engage in providing Cable Service and to provide a related PCN as described in Section 12 of this Agreement. This Agreement shall not be interpreted to prevent the Grantor from imposing lawful additional conditions including additional compensation conditions for use of the Public Rights of Way should Grantee provide service other than Cable Service, to the extent consistent with applicable federal law. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.

(D) Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement that any agent, Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.

2.2 <u>Use of Public Rights of Way</u>

Subject to Grantor's supervision and control and the terms of this Agreement, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Rights of Way within the Franchise Area, such wires, cables, conductors, ducts, conduits, vaults, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all applicable construction codes, laws, ordinances, regulations and procedures now in effect or enacted hereafter, and must obtain any and all necessary permits from all appropriate agencies prior to commencing any construction activities. Grantee, through this Agreement, is granted extensive and valuable authority to operate its Cable System for profit using Grantor's Public Rights of Way within the Franchise Area in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, Grantor is entitled to fair compensation to be paid for the valuable authority throughout the term of this Agreement subject to federal law.

2.3 **Duration**

The term of this Agreement and all authority, privileges, obligations, and restrictions pertaining thereto shall be from the Effective Dale of this Agreement through June 30, 2036, unless extended or terminated sooner as hereinafter provided.

2.4 **Effective Date**

The Effective Date of this Agreement shall be July 1, 2026, unless Grantee fails to file an unconditional written acceptance of this Agreement and post the security required in Section 5.3. Grantee shall accept this Agreement within forty-five (45) days of the date that all Grantor jurisdictions have approved the Agreement, unless the time for acceptance is extended in writing by Grantor. In the event acceptance does not take place or the security is not posted as required hereunder, this Agreement shall be voidable at the reasonable discretion of Grantor, and any and all authority of Grantee to own or operate a Cable System within the Franchise Area under the express terms of this Agreement shall be of no force or effect.

2.5 **Franchise Nonexclusive**

This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Street, Public Rights of Way, easements not otherwise restricted, or property for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may, at any time, grant authorization to use the Streets and Public Rights of Way for any purpose and for such additional Franchises for Cable Systems as Grantor deems appropriate subject to Section 2.6 below.

2.6 **Grant of Other Franchises**

(A) The Grantor reserves the right to grant additional franchises or similar authorizations to provide Cable Services via Cable Systems or similar wireline systems located in the Public Rights of Way. Grantor intends to treat wireline competitors in a nondiscriminatory manner in keeping with federal law. If the Grantor grants such an additional franchise or authorization to use the Public Rights of Way to provide Cable Services via Cable Systems or similar wireline systems located in the Public Rights of Way and Grantee reasonably believes the Grantor has done so on terms materially more favorable than the obligations under this Agreement, then the provisions of this Section 2.6 will apply.

(B) As part of this Agreement, the Grantor and Grantee have mutually agreed that only the following material Franchise terms may be used to compare Grantee's Franchise to a wireline competitor: a five percent (5%) Franchise fee, PEG funding, PEG Access Channels, customer service obligations and complimentary services (hereinafter "Material Obligations").Grantor and Grantee agree that these Material Obligations bear no relationship to the technology employed by the Grantee or a wireline competitor and as such can reasonably be expected to be applied fairly across all wireline competitors.

(C) Anytime after the adoption of a wireline competitor's franchise or similar authorization, Grantee must notify the Grantor in writing of the Material Obligations in the wireline competitor’s franchise that are materially more favorable than the Material Obligations of this Agreement. The Grantor shall have one hundred twenty (120) days to agree to allow Grantee to adopt the same Material Obligations provided to the wireline competitor, or dispute that the Material Obligations in the wireline competitor’s franchise are materially more favorable. In the event the Grantor disputes the Material Obligations in the wireline competitor’s franchise are materially more favorable, Grantee may bring an action in federal or state court for a determination as to whether the Material Obligations are materially more favorable and as to what Franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the Grantor that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

(D) Nothing in this Section 2.6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the Grantor be required to refund or to offset against future amounts due the value of benefits already received.

(E) This provision does not apply if the Grantor is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to impose on a competitor the same Material Obligations as in this Agreement; and the relief is contingent on the new wireline competitor actually commencing provision of Cable Service in the market to its first customer. Should the new wireline competitor fail to continuously provide Cable Service for a period of six (6) months, the Grantor has the right to implement this Agreement with its original terms upon one hundred eighty (180) days' notice to Grantee.

(F) This Section shall apply separately in the individual member units of local government who are members of the Commission. Grantee may seek to invoke the provisions of this Section only in that individual jurisdiction, not in any jurisdiction where a competitor has not secured a competitive franchise. This Section does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; or to systems that serve less than five percent (5%) of the geographic area of the Grantor; or to systems that only provide video services via the public Internet.

2.7 **Police Powers**

Grantee's authority hereunder is subject to the lawful police powers of Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the general public. Nothing in this Agreement shall be deemed to waive the requirements of the other codes and ordinances of general applicability enacted, or hereafter enacted, by Grantor. Grantee agrees to comply with all applicable laws and ordinances enacted, or hereafter enacted, by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof. Nothing in this Section shall be deemed a waiver by Grantee or the Grantor of the rights of Grantee or the Grantor under applicable law.

2.8 **Relations to Other Provisions of Law**

This Agreement and all authority and privileges granted under it are subject to, and the Grantee must exercise all authority in accordance with, applicable law as amended over the Franchise term. This Agreement is a contract, subject to the Grantor's exercise of its police and other regulatory powers and such applicable law. This Agreement does not confer rights, authority, privileges or immunities upon the Grantee other than as expressly provided herein. In cases of conflict between this Agreement and any ordinance of general application enacted pursuant to the Grantor's police power, the ordinance shall govern. Grantee reserves all rights it may have to challenge the lawfulness of any Grantor ordinance, whether arising in contract or at law. The Grantor reserves all of its rights and defenses to such challenges, whether arising in contract or at law. The Franchise issued, and the Franchise fee paid hereunder, are not in lieu of any other required permit, authorization, fee, charge, or tax, unless expressly stated herein.

2.9 **Effect of Acceptance**

By accepting the Franchise the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Agreement; (2) agrees that it will not oppose the Grantor's intervening or other participation in any proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Agreement; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fees

(A) As compensation for the benefits and privileges granted under this Agreement, and in consideration of permission to use Public Rights of Way, Grantee shall pay as a Franchise fee to Grantor, throughout the duration of this Agreement, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise fees shall commence as of the Effective Date of this Agreement. The Franchise fees are in addition to all other fees, license, permit fee, assessments, taxes, or payments of general applicability, including any fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor, that the Grantee may be required to pay under any federal, state, or local law to the extent not inconsistent with applicable law. This Agreement and the Franchise fees paid hereunder are not in lieu of any other generally applicable required permit, authorization, fee, charge, or tax.

(B) In the event any law or valid rule or regulation applicable to this Franchise limits Franchise fees below the five percent (5%) of Gross Revenues required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then the Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five percent (5%) during all affected time periods.

3.2 Payments

Grantee's Franchise fee payments to Grantor shall be computed Quarterly. Each Quarterly payment shall be due and delivered to Grantor no later than forty-five (45) days after the last day of the preceding Quarter.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to Grantor, verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, and in a form agreed to by Grantor, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Annual Franchise Fee Reports

Grantee shall, no later than one hundred twenty (120) days after the end of each calendar year, furnish to Grantor a statement verified by an authorized representative of the Grantee, stating the total amount of Gross Revenues and all payments, deductions, and computations for the period covered by the payments.

3.6 Audit/Reviews

No more frequently than every twenty-four (24) months, upon thirty (30) days' prior written notice, Grantor shall have the right to conduct an independent audit or review of Grantee's Records reasonably related to the administration or enforcement of this Agreement. The Grantor may hire an independent third party to audit or review the Grantee's financial Records, in which case the Grantee shall provide all necessary Records to the third party. All such Records shall be provided in electronic format fully compatible with Grantor's software. If the audit or review shows that Franchise fees have been underpaid by five percent (5%) or more, Grantee shall reimburse Grantor the reasonable cost of the audit or review up to twenty thousand dollars ($20,000) within thirty (30) days of the Grantor's written demand for same. Records for audit/review purposes shall include without limitation:

(A) Source documents, which demonstrate the original or beginning amount, and the final amount shown on any report related to and/or included in the determination of Franchise fees, including revenues or expenses related thereto.

(B) Source documents that completely explain any and all calculations related to any allocation of any amounts involving Franchise fees, revenues, or expenses related thereto.

(C) Any and all accounting schedules, statements, and any other form of representation, which relate to, account for, and/or support and/or correlate to any accounts involving Franchise fees, revenues or expenses related thereto.

3.7 Interest on Late Payments

Payments not received within forty-five (45) days from the Quarter ending date or are underpaid shall be assessed interest from the due date at a rate equal to the legal interest rate on judgements in the State of Oregon.

3.8 Additional Commitments Not Franchise Fees

(A) No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law, except as expressly provided in 47 C.F.R. § 76.42. Although the total sum of Franchise fee payments and additional commitments set forth elsewhere in this Agreement may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise fees as defined under federal law, to the extent not inconsistent with applicable federal law, nor are they to be offset or credited against any Franchise fee payments due to Grantor, except as expressly provided in 47 C.F.R. § 76.42.

(B) To the extent Grantee believes any in-kind, cable-related contributions are considered “franchise fees” subject to the five percent cap set forth in 47 U.S.C. § 542(b) as expressly provided in 47 C.F.R. § 76.42, Grantee shall provide Grantor written notice of each in-kind, cable-related contribution and Grantee’s calculation of the marginal cost to Grantee of each contribution. Within thirty (30) days of a request from Grantor, Grantee shall provide documentation to support Grantee’s calculation of marginal cost. Within one hundred and twenty (120) days of receiving the notice and requested documentation to support Grantee’s calculation, Grantor will notify Grantee, with respect to each identified in-kind, cable-related contribution, whether (i) the Grantee is relieved of the obligation in whole or in part; (ii) the Grantee may count the in-kind, cable-related contribution toward the Franchise fee cap at the marginal cost of such contribution; or (iii) Grantor disputes that the contribution is subject to inclusion in Franchise fees pursuant to 47 C.F.R. § 76.42 or disputes the calculation of marginal cost, in which case the parties shall follow the dispute resolution procedures in Section 19.2.

3.9 **Costs of Publication**

Grantee shall pay the reasonable cost of newspaper notices and publication pertaining to this Agreement, and any amendments thereto, including changes in control or transfers of ownership, as such notice or publication is reasonably required by applicable law.

3.10 **Payment on Termination**

If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in a performance bond or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 **Authority**

Grantor is vested with the power and right to regulate the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under state and local law, to any agent, in its sole discretion. Grantor has vested the Commission with the administration of this Agreement and Grantee is expected to rely upon, look to, communicate with and comply with the decisions and orders of the Commission, its agents and employees on all cable matters to which the Grantor has lawfully delegated to the Commission the exercise of its authority under this Agreement during such time that Grantor is a member of the Commission. Should the Commission dissolve during the term of this Agreement, all references to the Commission in this Agreement shall be deemed to reference the Grantor without the need to amend this Agreement. In the event Grantor withdraws from the Commission or the Commission ceases to operate, Grantor will work in good faith with Grantee to adopt any necessary amendments to this Agreement needed to preserve the rights provided hereunder in an equitable manner for both parties, including the potential need to adjust the PEG Channel capacity requirements of Section 9 and the performance bond amount in Section 5.3.

4.2 **Rates and Charges**

All of Grantee's rates and charges related to or regarding Cable Service shall be subject to regulation by Grantor to the full extent authorized by applicable federal, state and local laws.

4.3 **Rate Discrimination**

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card), and shall be nondiscriminatory as to all Persons of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital status, military status, or physical or mental disability, or geographic location in the Franchise Area except to the extent expressly permitted by applicable law.

4.4 **Filing of Rates and Charges**

Throughout the term of this Agreement, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Agreement.

4.5 **Time Limits Strictly Construed**

Whenever this Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of

Grantee to perform within the allotted time may be considered a material violation of this Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason of a force majeure occurrence, as defined in Section 4.7, Grantee's performance shall be excused during the force majeure occurrence and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Agreement or procure a substitute for performance which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers, employees, or duly authorized agents.

4.6 **Mid-Term Performance Evaluation Session**

(A) Upon sixty (60) days' notice to Grantee, Grantor may hold a single performance evaluation session during the term of this Agreement. Grantor shall conduct such evaluation session.

(B) The evaluation session shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

(C) The evaluation session shall deal with the Grantee's performance of the terms and conditions of this Agreement and compliance with state and federal laws and regulations.

(D) Upon request, as part of the performance evaluation session, Grantee shall submit to the Grantor a plant survey, report, or map, in a format mutually acceptable to Grantor and Grantee, which includes a description of the portions of the Franchise Area that are cabled and have all Cable Services available. Such report shall also include the number of miles and location of overhead and underground cable plant. If the Grantor has reason to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the Grantor, at its expense, reserves the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the Cable System.

(E) During the evaluation under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to perform the evaluation subject to Section 7.2.

4.7 **Force Majeure**

For the purposes of interpreting the requirements in this Agreement, force majeure shall mean: an event or events reasonably beyond the ability of Grantee to anticipate and control. This includes, but is not limited to, severe weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, acts of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood, or other acts of God, or documented work delays caused by waiting for utility providers to service or monitor utility poles to which Grantee's facilities are attached, and documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably unforeseeable and beyond the control of Grantee.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 **<u>Insurance Requirements</u>**

(A) General Requirement. Grantee must have adequate insurance in full force and effect at its own cost and expense during the entire term of this Agreement to protect against claims for injuries to Persons or damages to property which in any way relate to, arise from, or are connected with this Agreement or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.

(B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor from time to time. The Grantee shall obtain policies for the following initial minimum insurance limits:

(1) Commercial General Liability insurance with limits of no less than three million dollars ($3,000,000.00) per occurrence and three million dollars ($3,000,000.00) general aggregate. Coverage shall include severability of interests with respect to each additional insured. Such insurance shall cover liability arising from premises, operations, property damage, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be included as an additional insured under the Grantee’s Commercial General Liability insurance policy with respect to this Franchise Agreement.

(2) Commercial Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of three million dollars ($3,000,000.00) per accident. The policy shall contain a severability of interest provision with respect to each additional insured.

(3) Employer’s Liability: Three million dollars ($3,000,000);

(4) Workers Compensation: With coverages and limits in accordance with applicable State of Oregon statutes;

(5) Excess or Umbrella Liability Insurance shall be written with limits of not less than three million dollars ($3,000,000.00) per occurrence and annual aggregate. The Excess or Umbrella Liability requirements and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability Insurance, or any combination thereof that achieves the overall required limits.

(C) The Grantee shall cause each of its subcontractors to provide insurance coverage reasonably appropriate to the scope of each such subcontractor's work.

(D) Failure on the part of the Grantee to maintain the insurance as required may constitute a material breach of this Agreement.

(E) If Grantee changes its policy to include a self-insured retention, the Grantee shall give notice of such change to the Grantor. Grantor's approval will be given if the self-insured retention is consistent with standard industry practices. Any deductible or self-insured retention of the policies shall not in any way limit Grantee's liability to the Grantor.

(F) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Grantor, its officers, officials, employees, boards, commissions and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its Cable System;

(b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, employees, boards, commissions and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, employees, boards, commissions and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) All policies shall contain, or shall be endorsed so that:

(a) The policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company except after forty-five (45) days' prior written notice, return receipt requested, has been provided to Grantor.

(G) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(H) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the Grantor prior to the commencement of activities associated with this Agreement. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Agreement.

(I) Adequacy of Limits and Coverage. It is agreed that the insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

5.2 **<u>Indemnification</u>**

(A) Scope of Indemnity. Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor and its officers, boards, commissions, duly authorized agents, and employees from and against any and all claims (including, but not limited to, third party claims), demands, suits, causes of action, proceedings, and judgments for damages or equitable relief, to the extent such liability arises out of or through the acts or omissions of the Grantee, or is alleged to arise out of or through the acts or omissions of the Grantee, related to or arising out of the construction, operation or repair of its Cable System regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Agreement, provided, however, the Grantee will not be obligated to indemnify Grantor should Grantor opt to intervene in any proceeding pursuant to Section 2.9 of this Agreement; and provided further Grantee will not be obligated to indemnify Grantor for damage or injury resulting from the negligence or willful negligence of Grantor. Without limiting in any way the Grantee's obligation to indemnify the Grantor and its officers, boards, commissions, duly authorized agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:

(1) To persons or property, to the extent such liability arises out of

or through the acts or omissions of the Grantee, its contractors, subcontractors, and their officers, employees, or duly authorized agents, or to which the Grantee's negligence or fault shall in any way contribute;

(2) Arising out of any claim for invasion of the right of privacy; for defamation of any Person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System; or for violation of any other right of any Person, to the extent such liability arises out of or through the acts or omissions of the Grantee, provided, however, that Grantee will not be required to indemnify Grantor for any such claims arising out of use of PEG Access Channels or use of PEG funds by Grantor and/or DAP;

(3) Arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Agreement applies, to the extent such liability arises out of or through the acts or omissions of the Grantee; and

(4) Arising from any third party suit, action or litigation, whether brought by a competitor to Grantee or by any other Person or entity, to the extent such liability arises out of or through the acts or omissions of the Grantee, whether such Person or entity does or does not have standing to bring such suit, action or litigation if such action (1) challenges the authority of the Grantor to issue this Agreement to Grantee; or (2) alleges that, in issuing this Agreement to Grantee, the Grantor has acted in a disparate or discriminatory manner.

(B) Duty to Give Notice and Tender Defense. The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity obligation in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, settle or compromise any claims arising thereunder, and the Grantor shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorney fees and costs incurred by the Grantor during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that the Grantee declines defense of the claim in violation of this Section 5.2, the Grantor may defend such claim and seek recovery from Grantee for its expenses for attorney fees, costs and disbursements, including expert witness fees, incurred by Grantor for defense and in seeking such recovery.

5.3 **Performance Bond**

(A) In addition to any other generally applicable bond or security fund obligations required by local ordinance or regulation, upon the Effective Date of this Agreement, the Grantee shall furnish proof of the posting of a faithful performance bond running to the Grantors collectively with good and sufficient surety approved by the Commission, in the penal sum of Three Hundred Fifty Thousand Dollars ($350,000.00), conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition of this Agreement. Such bond shall be issued by a bonding company licensed to do business in the State of Oregon and shall be maintained by the Grantee throughout the term of this Agreement.

(B) The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days' written notice first being given to the Grantor. The bond shall be subject to the approval of the Grantor or the Commission as to its adequacy under the requirements of this Section. During the term of the bond, Grantee shall file with the Grantor a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days' prior written notice to the Grantor.

SECTION 6. CUSTOMER SERVICE

6.1 Grantee shall comply with the customer service standards set forth in 47 C.F.R. Part 76 of the FCC's rules and regulations, as amended, including but not limited to 47 C.F.R. §§ 76.309, 76.1602, 76.1603, 76.1619 and 76.1713. Nothing in this Franchise shall be deemed to waive any rights or authority Grantor may have pursuant to 47 U.S.C. § 552.

6.2 Emergency Broadcast. Grantee will comply with the Emergency Alert System (EAS) as provided under applicable FCC Regulations, the Oregon State EAS Plan and the local EAS plan, if any, that applies to Grantor.

6.3 ADA Accessible Equipment. Grantee shall comply with the Americans with Disabilities Act ("ADA"), any amendments thereto and any other applicable federal, state or local laws or regulations. Grantee shall notify Subscribers of the availability of ADA equipment and services and, upon request, shall provide such equipment and services in accordance with federal and state laws.

6.4 Discriminatory Practices. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other applicable federal, state or local laws, rules and regulations relating to nondiscrimination.

SECTION 7. REPORTS AND RECORDS

7.1 <u>Open Records</u>

(A) Grantee shall manage all of its operations in accordance with a policy of keeping its documents and Records open and accessible to Grantor. Grantor shall have access to, and the right to inspect, any books and Records of Grantee, its Parent Corporations and Affiliated entities that are reasonably related and necessary to the administration or enforcement of the terms of this Agreement. Grantee shall not deny Grantor access to any of Grantee's Records on the basis that Grantee's Records are under the control of any Parent Corporation, Affiliated entity or a third party. Grantor may, in writing, request copies of any such Records or books and Grantee shall provide such copies within ten (10) business days of the transmittal of such request. If the requested books and Records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) business days, that Grantor inspect them at one of Grantee's local area offices. If any books or Records of Grantee are not kept in a local office, Grantee will provide or otherwise make such documents available for inspection and review at the local office within ten (10) business days.

(B) Grantee shall provide Grantor with a sample Cable Services bill, on a monthly basis.

(C) Grantee shall at all times maintain and allow Grantor, with reasonable notice, access and the right to review a full and complete set of plans, Records and "as built" maps showing the location of all Cable System equipment installed or in use in the Franchise Area, exclusive of electronics, Subscriber drops and equipment provided in Subscribers' homes. These maps shall be maintained in a standard format and medium consistent with Grantee's regular business practices. Grantor's review of the plans, Records, and as-built maps, provided for herein, shall occur at the Grantee's local office, or, upon Grantor's request, in electronic format acceptable to Grantor subject to Section 7.2.

(D) The ability for Grantor to obtain Records and information from Grantee is critical to the administration of this Agreement and the requirements herein. Therefore, Grantee's failure to comply with the requirements of this Section may result in fines as prescribed in Section 15.

7.2 <u>Confidentiality</u>

Subject to the limits of the Oregon Public Records Law, Grantor agrees *to* treat as confidential any books and Records that constitute proprietary or confidential information under federal or state law, *to* the extent Grantee makes

Grantor aware of such confidentiality at the time of disclosure. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under state or federal law. If Grantor believes it must release any such confidential books and Records in the course of enforcing this Agreement, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps *to* protect its interests. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. In the event Grantee timely takes necessary steps to prevent disclosure of confidential books, records, or maps, and so long as Grantee is continuing any lawful efforts to prevent disclosure, Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and Records marked confidential as set forth above to any Person.

7.3 **Copies of Federal and State Documents**

Upon thirty (30) days of a request by Grantor, Grantee shall submit to Grantor a list, or copies of actual documents, of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its Parent Corporations or Affiliates to any federal, state or local courts; regulatory agencies or other government bodies if such documents specifically relate to the operations of Grantee's Cable System within the Franchise Area. To the extent allowed by law, any such confidential material determined to be exempt from public disclosure shall be retained in confidence by Grantor and its duly authorized agents and shall not be made available for public inspection.

7.4 **Complaint File and Reports**

(A) Grantee shall keep an accurate and comprehensive Record of any and all complaints regarding the operation and performance of the Cable System within the Franchise Area, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. Those Records shall be retained for one (1) year, and remain available to Grantor during normal business hours.

(1) Upon written request prior to the end of a Quarter, Grantee shall provide to Grantor an executive summary report within forty-five (45) days of the end of the Quarter, which shall include the following information:

(a) Nature and type of customer complaints.

(b) Number, duration, general location and customer impact of unplanned service interruptions.

(c) Any significant construction activities which affect the quality or otherwise enhance the service of the Cable System.

(d) Subscriber reports indicating the total number of Subscribers in such format as Grantee commonly prepares such reports, provided that Grantor may require additional detail when reasonably necessary for Franchise-related purposes.

(e) Total disconnections and major reasons for those disconnections.

(f) Total number of cable service calls.

(g) A Telephone Response activity report provided in a manner consistent with FCC requirements, or any Grantor customer service standards, showing Total Calls Answered within thirty (30) seconds, Average Hold Time, Percent of Calls Answered within thirty (30) Seconds, Percent of Abandoned Calls, and the Percent of Lines Available. A sample of an acceptable report pursuant to this Section is attached to this Agreement as Attachment A.

(h) Such other information about special problems, activities, or achievements as Grantee may want to provide Grantor.

(2) Grantor shall also have the right to request such information as appropriate and reasonable to determine whether or not Grantee is in compliance with applicable customer service standards. Such information shall be provided to Grantor in such format as Grantee customarily prepares reports. Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to evaluate compliance.

7.5 **<u>Inspection of Facilities</u>**

Grantor may inspect any of Grantee's facilities and equipment to confirm performance under this Agreement at any time upon at least forty-eight (48) hours' notice, or, in case of an emergency, upon demand without prior notice. Nothing herein shall prevent Grantor from performing visual inspections of the Cable System in the Rights-of-Way at any time and without prior notice.

7.6 **<u>False Statements</u>**

Any intentional false or misleading statement or representation in any report required by this Agreement may be deemed a violation of this Agreement and may subject Grantee to all remedies, legal or equitable, which are available to Grantor under this Agreement or otherwise. Grantor shall have the right to determine the severity of the violation based upon the report in question.

7.7 **Report Expense**

All reports and Records required under this Agreement shall be furnished, without cost, to Grantor.

SECTION 8. PROGRAMMING

8.1 **Broad Programming Categories**

(A) Grantee's Cable System shall provide a wide diversity of Programming, including broad categories such as:

(1) Educational Programming.

(2) Sports.

(3) General entertainment (including movies).

(4) Children/family-oriented.

(5) Arts, culture and performing arts.

(6) Foreign language.

(7) Science/documentary.

(8) Weather information.

(9) Programming addressed to diverse ethnic and minority interests in the Franchise Area.

(10) National, state, and local government affairs.

8.2 **Parental Control Devices**

Upon request by any Subscriber, Grantee shall make available parental controls or information on how to activate parental controls to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout capability at the time of their initial subscription and periodically thereafter.

8.3 **Leased Access Channels**

Grantee shall meet the requirements for Leased Access Channels imposed by federal law.

8.4 **Continuity of Service**

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are satisfied. Subject to the force majeure provisions of Section 4.7 of this Agreement, Grantee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances.

(B) In the event of a change in ownership, or in the event a new Cable Operator acquires the Cable System in accordance with this Agreement, Grantee shall cooperate with Grantor and such new Cable Operator in maintaining continuity of service to all Subscribers.

SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 **Management and Control of Access Channels**

(A) Grantor may authorize a DAP to control and manage the use of any and all Access Centers, including, without limitation, the operation of Access Channels provided by Grantee under this Agreement. To the extent of such designation by Grantor, as between the DAP and Grantee, the DAP(s) shall have sole and exclusive responsibility for operating and managing such Access Centers. The Grantor or its designee may formulate rules for the operation of the Public Access Channel, consistent with this Agreement; such rules shall not be designed to control the content of Public Access Programming. Nothing herein shall prohibit the Grantor from authorizing itself to be a DAP.

(B) Grantee shall cooperate with Grantor and DAPs in the use of the Cable System and Access Centers for the provision of PEG Access.

(C) The Grantor shall allocate Access resources consistent with applicable law.

(D) The Grantee shall, at Grantee's expense, provide connection, including all necessary terminal equipment for the transmission, of all PEG Access Channels required in this Agreement to and from the Grantee's Headend and the DAP headend as of the Effective Date of this Agreement. If the Grantor designates new Access providers, or if a current DAP moves its site or location at its own instigation after the Effective Date of this Agreement, the costs to construct the Cable System from the new site or location to the nearest distribution point of the Cable System shall not be the responsibility of Grantee and may be funded from the PEG capital fee under Section 13 of this Agreement.

9.2 **Channel Capacity and Use**

(A) Upon the Effective Date of this Agreement, all Access Channels provided for herein are administered by the Grantor or a DAP.

(B) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to Grantor and any DAP, provide five (5) Downstream Channels of Public, Educational, and Governmental Access Programming that shall be fully available to and viewable by every Subscriber regardless of subscription level, without additional costs, charges or equipment beyond the costs, charges and equipment required for the Subscribers' chosen subscription level. The Channel designations of those Channels as of the Effective Date of this Agreement are: Channel 21; Channel 23; Channel 28; Channel 30 West Linn and Channel 30 MACC. Notwithstanding the first sentence of this subsection (B), Grantee is not obligated to make Channel 30 West Linn available and viewable to Subscribers outside of the West Linn city limits and is not obligated to make Channel 30 MACC available and viewable to Subscribers within the West Linn city limits. Grantee does not relinquish its ownership of or ultimate right of control over Cable System Capacity or a Channel position by initially designating it for PEG Access use.

(C) Grantee shall simultaneously carry all five (5) Access Channels in both Standard Definition (SD) and High Definition (HD), provided that Grantee shall have one hundred twenty (120) days after written request from the Grantor (which may be by electronic mail) to add the HD Channels for Channels 21, 23 and 30 West Linn. If, during the term of this Agreement, Grantee no longer offers any SD format Channels on the Cable System, Grantee may, after written notice to Grantor, stop providing the SD Access Channels. The Grantor acknowledges that receipt of HD format Access Channels may require Subscribers to buy or lease special equipment or pay additional HD charges applicable to HD services. For purposes of this Agreement, "HD" shall mean the highest quality format available for commercial Channels on the Cable System.

(D) Throughout the term of this Agreement, Grantee shall, at Grantee's expense and free of charge to the Grantor and any DAP, provide and maintain existing fiber Upstream links to enable character generated, pre-recorded, and live cablecasts between the Origination Points provided pursuant in Section 9.7 and any DAP headend facility to enable the distribution of PEG Access Programming to Subscribers on PEG Channels.

(E) Grantor or Grantee may request a review of the PEG Channels any time after the second year of the agreement to discuss items such as new Signal delivery options, Channel usage, and changes in technology.

9.3 **Access Channel Components**

Grantee shall carry all components of the Access Channel Signals provided by the DAP including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. The DAP shall be responsible for providing the Access Channel Signal to the Demarcation point at the designated point of origination for the Access Channel. Grantee shall be responsible for costs associated with the transport and distribution of the Access Channel on its side of the Demarcation point.

9.4 **Quality of Access Channel Signals.**

The Grantee shall not unreasonably discriminate against Access Channels with respect to accessibility, functionality and to the application of any applicable FCC Rules and Regulations, including without limitation Subpart K Channel Signal standards. With respect to Signal quality, Grantee shall not be required to carry an Access Channel in a higher quality format than that of the Channel Signal delivered to Grantee, but Grantee shall distribute the Access Channel Signal without degradation. There shall be no restriction on Grantee's technology used to deploy and deliver Access Channel Signals so long as the requirements of this Agreement are otherwise met. Grantee shall carry PEG Access Channels in a manner that produces a Signal quality for the Subscriber that is comparable and functionally equivalent to the highest quality format available for local broadcast HD Channels carried on the Cable System. In the event the Grantor believes and provides evidence that Grantee fails to meet this standard, Grantor will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner. Disputes under this Section 9.4 shall be addressed through the Franchise enforcement procedures set forth in Section 15. Upon reasonable written request by a DAP, Grantee shall verify that Access Channel Signal delivery to Subscribers is consistent with the requirements of this Section 9.4.

9.5 **Relocation of Access Channels**

Grantee shall continue to cablecast all Programming on the Cable System on the same Channel designations as such Programming is currently cablecast in the Franchise Area as set forth in Section 9.2. If at any time during the duration of this Agreement, Grantee is required by federal regulations to reassign the location of an Access Channel on its Cable System, Grantee shall provide at least sixty (60) days' advance notice to the Grantor and the DAP(s), and Grantee shall place the Access Channels within reasonable proximity from the Channel location for local broadcast stations. Grantee shall also make "best efforts" to assign the HD PEG Access Channel a number near the other HD local broadcast stations if such Channel positions are not already taken, or if that is not possible, near HD news/public affairs Programming Channels if such Channel positions are not already taken, or if not possible, as reasonably close as available Channel numbering will allow. Grantee shall ensure that Subscribers are notified of such reassignment in accordance with FCC notice requirements or any Grantor customer service standards that include its customer messaging function, for at least fifteen (15) days prior to the change and fifteen (15) days after the change. In conjunction with any reassignment of any Access Channels, Grantee shall provide either (1) a reimbursement up to Seven Thousand Five Hundred Dollars ($7,500) to the Grantors collectively or the Commission for actual costs associated with the change, or (2) Fifteen Thousand Dollars ($15,000) of in-kind airtime on advertiser supported Channels to the Grantors collectively or the Commission for the purpose of airing multiple thirty (30) second public service announcements produced by the DAP. The Grantor shall cooperate with the DAP and Grantee for such airing. All reimbursement, whether in cash or in-kind, shall be paid or provided on a per-event basis, regardless of the number of Channels affected by the change.

9.6 **Access Interconnections**

The Grantee shall, at Grantee's expense and free of charge to the Grantor and any DAP, maintain for the duration of this Agreement any and all existing Interconnections of Access Channels with contiguous Cable Systems owned by the Grantee as of the Effective Date of this Agreement, in order to receive from and deliver to the DAP's headend, via the Grantee's Headend, all the Access Channels required by this Agreement and originating by the Grantor or its designee.

9.7 **Origination Points**

(A) The existing Origination Points listed in Attachment B will remain available, at the expense of Grantee, for use by the DAP to enable the distribution of PEG Access Programming on the Cable System during the term of this Agreement.

(B) Additional permanent Origination Points requested by the Grantor or DAP in writing shall be provided by Grantee as soon as reasonably possible, but not longer than one hundred eighty (180) days, at the expense of Grantor or DAP. Such costs may be paid for from the PEG capital fee in Section 13.

(C) There shall be no charge to the Grantor, to the Commission, to any other DAP, or to any other Person for the use of the Upstream Capacity from the program origination locations described in this Section, so long as the transmissions are designed for re-routing and distribution on any PEG Channel(s).

9.8 **Changes in Technology**

In the event Grantee makes any change in the Cable System and related equipment and facilities or in Grantee's Signal delivery technology, which directly or indirectly affects the Signal quality or transmission of Access services or Programming or requires Grantor to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of any Access Channels (SD or HD), Grantee shall, at its own expense and free of charge to Grantor and DAP, take necessary technical steps or provide necessary technical assistance, including the purchase or acquisition and maintenance of all necessary equipment, and training of Grantor's Access personnel, to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

9.9 **Technical Quality**

The Grantee shall maintain all Upstream and Downstream Access services, Programming and Interconnections at the same level of technical quality and reliability required by this Agreement and all other applicable laws, rules and regulations. Grantee shall throughout the term of this Agreement provide routine maintenance and shall repair and replace all transmission equipment, including, but not limited to, transmitters/receivers, associated cable and equipment necessary to carry a quality Signal to and from Demarcation at Grantor's or DAP's facilities.

9.10 **PEG Access Program Listings On Cable System's Digital Channel Guide**

Throughout the term of this Agreement, Grantee shall allow and continually assist Grantor or the DAP in making satisfactory arrangements with Grantee’s Channel guide vendor to make detailed Programming listings available on the Electronic Program Guide. The Grantor or DAP will be solely responsible for providing the program information to the vendor in the format and timing required by the vendor and shall bear all costs of this guide service.

SECTION 10. GENERAL STREET USE AND CONSTRUCTION

10.1 **Construction**

(A) Notwithstanding any other provision of this Agreement, Grantee shall comply with all Grantor codes, ordinances, resolutions, rules or regulations relating to use of the Streets and/or Public Rights of Way (“ROW Codes”) that are applicable to Cable Systems. The provisions of this Section 10 shall apply only (i) if Grantor has no ROW Codes applicable to Cable Systems; or (ii) to the extent the provisions are not inconsistent with Grantor’s ROW Codes.

(B) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Agreement, Grantee may perform all construction and maintenance necessary for the operation of its Cable System to provide Cable Service. All construction and maintenance of any and all facilities within the Public Rights of Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Except as permitted in Section 10.1(E), prior to performing any construction or maintenance in the Public Rights of Way, Grantee shall apply for, and obtain, all required permits. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits and give appropriate notices to any other Cable Operators, franchisees, licensees or permittees of the Grantor, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.

(C) All construction shall be performed in compliance with this Agreement, all applicable Grantor ordinances and codes, and any permit issued by the Grantor. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other Cable Operators, franchisees, licensees and permittees so as to reduce as far as possible the number of Street cuts.

(D) Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area as it shall find necessary to ensure compliance with the terms of this Agreement, other applicable provisions of law, and any permit issued by the Grantor.

(E) In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits as soon as reasonably practicable but in no event later than forty-eight (48) hours after discovery of the emergency. Grantee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permit or license fees. As used in this subsection, “emergency” means a circumstance in which immediate work is necessary to restore lost service or prevent immediate harm to persons or property.

(F) Whenever reasonably possible, to avoid additional wear and tear on the Public Rights of Way, Grantee shall utilize existing poles and conduit. Notwithstanding the foregoing, this Agreement does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person without their permission.

10.2 **Location of Facilities**

Grantee shall comply with the requirements of Oregon Utility Notification Center, ORS 757.542-757.562 and ORS 757.993, and applicable rules and regulations promulgated thereunder in OAR Chapter 952 relating to Oregon Utility Notification Center.

10.3 **Relocation**

(A) Relocation for Grantor.

(1) Upon at least thirty (30) days' notice, Grantor shall have the right to require Grantee to change the location of any part of Grantee's Cable System within the Public Rights of Way when the public convenience requires such change, and the expense thereof shall be paid by Grantee (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party). Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Grantor due to Grantee's delay, within forty-five (45) days of receipt of an invoice. If Grantor requires Grantee to relocate its facilities located within the Public Rights of Way, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights of Way.

(2) If public funds, which Grantor received, are available to any other user of the Public Rights of Way (except for Grantor) for the purpose of defraying the cost of relocating or removing facilities and Grantee relocates or removes its facilities as required by Grantor under this Agreement, the Grantor shall notify Grantee of such funding and will consider reimbursing Grantee for such costs to the extent permitted or allowed by the funding source or applicable state law and to the extent other users of the Public Rights of Way are provided such funds.

(B) Relocation by Grantor. The Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the Public Right of Way or on any other property of the Grantor in the case of fire, disaster, or other emergency, provided that Grantor shall be responsible for any damage to Grantee's facilities as a result of Grantor's negligence or gross negligence in performing work under this Section. The Grantor shall attempt to provide notice to Grantee prior to taking such action and shall, when feasible, provide Grantee with the opportunity to perform such action.

(C) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation or repair of the facilities or equipment of another Franchise holder or licensee, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee and such other Franchise holder shall determine how costs associated with the removal or relocation required herein shall be allocated.

(D) Movement for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require the permit holder to pay the full amount in advance.

10.4 **Restoration of Public Rights of Way**

Whenever Grantee excavates, damages, or disturbs the surface of any Public Right of Way for any purpose, including but not limited to relocation or undergrounding as required in this Section, Grantee shall promptly restore the Public Right of Way to the satisfaction of the Grantor in accordance with applicable Grantor ordinances and codes and any permit issued by the Grantor. In the event there is no applicable ordinance, code or permit, Grantee shall promptly restore the Public Right of Way to at least its prior condition. Unless otherwise provided in any permit issued by Grantor, when any opening is made by Grantee in a hard surface pavement in any Public Right of Way, Grantee shall refill the opening within twenty-four (24) hours. Grantee shall be responsible for restoration and maintenance of the Public Right of Way and its surface affected by the excavation in accordance with applicable regulations of the Grantor. Grantor may, after providing notice to Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, refill or repave any opening made by Grantee in the Public Rights of Way, and the expense thereof shall be paid by Grantee. Grantor may, after providing notice to Grantee, remove and/or repair any work done by Grantee that, in the determination of Grantor, is inadequate. The cost thereof, including the costs of inspection and supervision, shall be paid by Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor. All excavations made by Grantee in the Public Rights of Way shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Agreement, and this Section in particular, shall be done in strict compliance with all rules, regulations and ordinances of Grantor and applicable state and federal laws.

10.5 **Maintenance and Workmanship**

(A) Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, poles, wires, conduits, pedestals, structures, equipment or other facilities that may have been laid in the Public Rights of Way by, or under, Grantor's authority.

(B) Grantee shall maintain and use the Cable System so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, change and improve its facilities to keep them in good repair, and safe and presentable condition.

10.6 **Reservation of Grantor Public Rights of Way**

Nothing in this Agreement shall prevent Grantor or utilities owned, maintained or operated by public entities other than Grantor, from constructing sewers; grading, paving, repairing or altering any Public Right of Way; repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of Grantee's Cable System interferes with the construction or repair of any Public Right of Way or public improvement, including construction, repair or removal of a sewer or water main or any other public work, Grantee's Cable System shall be removed or replaced in the manner Grantor shall direct, and Grantor shall in no event be liable for any damage to any portion of Grantee's Cable System. Any and all such removal or replacement shall be at the expense of Grantee. Should Grantee fail to remove, adjust or relocate its facilities by the date established by Grantor's written notice to Grantee, Grantor may effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all reasonable costs and expenses incurred by Grantor due to Grantee's delay within forty-five (45) days of receipt of an invoice.

10.7 **Use of Conduits by Grantor**

Upon sixty (60) days' notice, and with Grantee's concurrence, Grantor may install or affix and maintain wires and equipment owned by Grantor for governmental purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Public Rights of Way and other public places without charge to Grantor, to the extent space therein or thereon is reasonably available and feasible without compromising the integrity of the Cable System or facility and Grantee's future use thereof, and pursuant to all applicable ordinances and codes. For the purposes of this Section 10.7, "governmental purposes" includes, but is not limited to, the use of the structures and installations by Grantor for fire, police, traffic, water, telephone, or signal systems, but not for Cable System purposes or provision of services in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise fees payable to Grantor except as otherwise may be expressly authorized by federal law.

10.8 **Public Rights of Way Vacation**

If any Public Right of Way or portion thereof used by Grantee is vacated by Grantor during the term of this Agreement, unless Grantor specifically reserves to Grantee the right to continue its installation in the vacated Public Right of Way, Grantee shall, without delay or expense to Grantor, remove its facilities from such Public Right of Way, and restore, repair or reconstruct the Public Right of Way where such removal has occurred, and place the Public Right of Way in such condition as may be required by Grantor. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by Grantor, to restore, repair or reconstruct such Public Right of Way, Grantor may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by Grantor, shall be paid by Grantee within thirty (30) days of receipt of an invoice.

10.9 **Discontinuing Use of Facilities**

Whenever Grantee intends to discontinue using any facility within the Public Rights of Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Public Rights of Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Rights of Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

10.10 **Hazardous Substances**

(A) Grantee shall comply with all applicable local, state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Public Rights of Way.

(B) Grantee shall maintain and inspect its Cable System located in the Public Rights of Way. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in the Public Rights of Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Agreement, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to forever indemnify the Grantor, its officers, boards, commissions, duly authorized agents, and employees, from and against any claims, costs and expenses of any kind, pursuant to and in accordance with applicable state or federal laws, rules and regulations, for the removal or remediation of any leaks, spills, contamination or residues of hazardous substances attributable to Grantee's Cable System in the Public Rights of Way.

10.11 **Undergrounding of Cable**

(A) Where existing telecommunications or electric utility lines are installed underground at the time of Cable System construction all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, except as provided in subsection (C) of this Section 10.11.

(B) Where utility lines are subsequently placed underground pursuant to a statute, ordinance, policy, or other regulation or order of an individual Grantor or Commission, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other utility lines at no additional expense to the Grantor or Subscribers, except as provided in subsection (C) of this Section 10.11.

(C) Cable System equipment such as pedestals must be placed in accordance with applicable code requirements and underground utility rules; provided, however, nothing in this Agreement shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, pedestals, power supplies, or other related equipment where the Grantor has authorized above-ground placement.

(D) In areas where telecommunications and electric utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the reasonable additional cost in excess of aerial installation.

(E) For purposes of this Section 10.11, "utility lines" and "utility wiring" does not include high voltage electric lines, which are electric lines used for transmission of electric energy at nominal voltages in excess of thirty-five thousand (35,000) volts.

10.12 **<u>Tree Trimming</u>**

Subject to acquiring prior written permission of the Grantor, including any required permit, the Grantee shall have the authority to trim trees that overhang a Public Right of Way of the Grantor so as to prevent the branches of such trees from coming in contact with its Cable System, in accordance with applicable codes and regulations and current, accepted professional tree trimming practices.

10.13 **<u>Construction, Building and Zoning Codes</u>**

Grantee shall strictly adhere to all applicable construction, building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to not cause unreasonable interference with the use of said public or private property by any Person. In the event of such interference, Grantor may require the removal or relocation of Grantee's lines, cables, and other appurtenances, at Grantee's cost, from the property in question.

10.14 **Standards**

(A) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. The Grantee must comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Grantee must comply with applicable provisions of the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) Grantee shall ensure that individual Cable System drops are properly bonded to the electrical power ground at the home at time of installation, and are consistent, in all respects, with applicable provisions of the National Electrical Code and the National Electrical Safety Code. All non-conforming or non-performing drops shall be repaired or replaced by Grantee as necessary.

SECTION 11. SYSTEM DESIGN AND STANDARDS

11.1 **Subscriber Network**

(A) As of the Effective Date of this Franchise, the Cable System utilizes a fiber to the node and fiber to the premise architecture. Throughout the term of this Agreement, all active electronics will be 750 MHz capable equipment, or equipment of higher bandwidth.

(B) The Cable System shall be two-way capable and able to support two-way high speed cable modem service via the Cable System. Passive devices will pass a minimum bandwidth of 750MHz.

(C) The Cable System shall be capable of delivering at least 200 Channels including but not limited to digital music and video on demand to Subscribers.

(D) The Grantor may review the system performance, Capacity and services offered to ensure the system keeps pace with changes in technology and is at least comparable to other systems in the Portland Metropolitan area.

(E) Grantee's Subscriber network shall, at all times, meet or exceed the minimum system design and performance standards and specifications required by the FCC.

11.2 **Test and Compliance Procedures**

Grantee shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with applicable FCC technical standards, including but not limited to 47 C.F.R. §76.640, and/or other applicable FCC standards as amended. Grantee shall conduct and document testing of the Cable System on a regular basis to determine compliance with applicable FCC technical standards, including tests for digital Signal quality at every new Subscriber installation. Grantor may, by written request, require Grantee to perform tests to demonstrate compliance with this Section. Representatives of Grantor may witness tests, and written test reports shall be made available to Grantor upon request.

11.3 **Standby Power**

(A) Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, to the node, rated for at least four (4) hours duration. In addition, throughout the term of this Agreement, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours.

(B) Grantee shall continue to utilize status monitoring of the Cable System which can continually monitor the system for signal quality on the forward and return spectrums of the System. In addition, the Grantee shall maintain status monitoring for all power supplies in its headend(s) and hub(s) as well as the distribution system.

(C) Status monitoring shall be capable of notifying the Grantee 24/7 of system problems including utility power outages that will negatively affect its customers.

SECTION 12. INSTITUTIONAL NETWORK SERVICES

12.1 **History**

Grantee has constructed and provided managed network services through an institutional network known as the Public Communications Network ("PCN"). The PCN was provided by the Grantee to the Grantor and the Grantor-authorized Users of the PCN, including public agencies/Schools, public universities, Pacific University, and the Virginia Garcia Health Centers, or their successor agencies ("PCN Users"). Grantor and Grantee have agreed that the managed services for PCN Users shall continue to be provided by Grantee's Metro-E network ("Managed Services").

12.2 **Grantee Responsible for Providing Institutional Network Service**

(A) Grantee or an Affiliate shall be fully responsible for and at all times shall operate, repair, maintain, manage and ensure provision of the Managed

Services to all eligible PCN Users through a Master Services Agreement or similar agreement comparable to, or more favorable to PCN Users than, Grantee's or its Affiliate's standard agreement for government customers, which agreement shall be subject to Grantor's approval, and with rates consistent with or better than the Rate Card attached hereto as Attachment C (collectively the "MSA") and the provisions of this Section 12. The parties agree that regardless of whether Grantee or an Affiliate provides the Managed Services, these Managed Services comprise an institutional network required under this Agreement as authorized by Section 611 of the Cable Act, and Grantee is ultimately responsible for the provision, operation and management of the Managed Services pursuant to the MSA. During the term of this Agreement, Grantee shall not terminate nor legally challenge the requirement to provide the Managed Services as provided in the MSA.

(B) Should any designated Affiliate of the Grantee be unable or unwilling to provide the Managed Services described in this Section and the MSA, the parties agree that Grantee is fully and unconditionally responsible for continued provision of the Managed Services, including the assumption of responsibilities of PCN User contracts and the MSA.

12.3 **<u>Master Services Agreement</u>**

Subject to the transition plan set forth in Section 12.4 below, Grantee, or its Affiliate, shall at all times provide the Managed Services to PCN Users in accordance with an executed MSA. Where the MSA conflicts with any term or condition of this Agreement, the MSA shall prevail. If Grantor or any PCN User terminates in any manner the Managed Services provided under its MSA prior to the expiration date of this Agreement, such termination shall not affect any other rights or obligations under this Agreement or obligate Grantee to provide any other managed network or institutional network services to Grantor or any PCN User. Notwithstanding any other provision of this Section, the Grantor and Grantee acknowledge that, during the term of this Agreement, amendments to the MSA and/or associated Rate Card may be warranted and the parties agree to negotiate in good faith to reach agreement on amendments requested by Grantor, Grantee (or its Affiliate), or PCN Users that are beneficial to or, at a minimum, not detrimental to, PCN Users.

12.4 **<u>Transition to New Master Services Agreement</u>**

Until Grantee has transitioned PCN Users to a new MSA as provided in this subsection (A), Grantee shall continue providing PCN services to PCN Users under the agreed upon terms and conditions in effect prior to the Effective Date. Grantee shall offer PCN Users the opportunity to sign the MSA no later than January 1, 2027.

12.5 **<u>Breach of the Master Services Agreement</u>**

The parties intend that day-to-day issues regarding the provision of Managed

Services shall be addressed and resolved with reference solely to the MSA. If there is a sustained and ongoing material failure by the Grantee, or its Affiliate, to provide the Managed Services pursuant to the terms of the MSA, such failure may be deemed a breach of this Agreement and shall be subject to the fines and procedures set forth in Section 15 of this Agreement. All other breaches of the MSA shall be subject to the remedies set forth in the MSA.

12.6 **Grantor/User Meetings**

Grantee and any Affiliate providing the Managed Services agree to meet at least once annually with the members of the Broadband Users Group ("BUG") or its successor organization, to discuss planned improvements or changes to the Managed Services provided under the MSA, and to hear the comments and concerns of the BUG.

12.7 **Annual Report to Grantor**

Each calendar year of this agreement, upon request, Grantee shall provide Grantor, within forty -five (45) days of the request, with a report listing each PCN User site under the MSA, along with that site's address and the level of service provided at that site.

12.8 **Security**

Grantee agrees to abide by all privacy and security requirements in applicable state and federal laws and regulations with respect to Managed Services provided for in this Section 12.

SECTION 13. PEG ACCESS AND PCN GRANT FUND

Grantee shall support the continued viability of Institutional Network and PEG Access Programming, through the following funding:

13.1 **Fund Payments**

Beginning on the first day of the first month that falls at least thirty (30) days after the date all Grantor jurisdictions have approved this Agreement, and throughout the term of this Agreement, Grantee agrees to pay Grantor one and three quarters percent (1.75%) of Gross Revenue annually to support the Capital equipment and facility needs of PEG Access and the Grantor PCN institutional network, which funds shall be used in accordance with applicable federal law. Nothing in this Section 13 shall be viewed as a waiver of Grantor's rights to use the funds provided to Grantor in this Section 13.1 for any lawful purpose permitted under applicable federal law. Grantee shall make such payments Quarterly, following the Effective Date of this Agreement, for the preceding Quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days after the end of each Quarter.

13.2 **Annual Grant Award Report**

(A) Grantor shall provide a report annually to the Grantee on the use of the funds provided by to the Grantor under this Section. Reports shall be submitted to the Grantee within one hundred twenty (120) days of the close of Grantor's fiscal year.

(B) Grantee may reasonably review Records of the Grantor (and of the DAP) related to the use of funds in such reports to confirm that funds are used in accordance with federal law and this Agreement. Grantee will notify the Grantor in writing at least thirty (30) days prior to the date of such a review and identify the relevant financial Records of Grantor (and the DAP) that Grantee wants to review. The time period of the review shall be for the fund payments received no more than thirty-six (36) months prior to the date the Grantee notifies Grantor of its intent to perform a review. The Grantor shall make such Records available for inspection and copying during normal business hours at the office of the Grantor (or the DAP).

13.3 **PEG Access Not Franchise Fees**

(A) Grantee agrees that financial support for PEG Access and the PCN, and all other Grantee PEG and PCN obligations set forth in this Agreement, shall in no way modify or otherwise affect Grantee's obligations to pay Franchise fees to Grantor. Grantee agrees that although the sum of Franchise fee and the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any past, present or future Franchise fee payments under this Agreement so long as such fees are used in a manner consistent with this Agreement and federal law.

(B) Grantor recognizes Franchise fees and certain additional commitments are external costs as defined under the FCC rate regulations in force at the time of adoption of this Agreement and Grantee has the right and ability to include Franchise fees and certain other commitments that are not included in Franchise fees on the bills of cable Subscribers (47 C.F.R. § 76.922).

SECTION 14. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

14.1 **Equivalent Service**

It is Grantee's general policy that all residential dwelling units in the Franchise Area have equivalent availability to Cable Service from Grantee's Cable System under nondiscriminatory rates and reasonable terms and conditions, subject to federal law. Grantee shall not arbitrarily refuse to provide Cable Service to any Person within its Franchise Area.

14.2 **Service Availability**

(A) Service to New Subdivisions. Grantee shall provide Cable Service in new subdivisions upon the earlier of either of the following occurrences: (1) Within sixty (60) days of the time when foundations have been installed in fifty (50) percent of the dwelling units in any individual subdivision; or (2) Within thirty (30) days following a request from a resident. For purposes of this Section, a receipt shall be deemed to be made on the signing of a service agreement, receipt of funds by the Grantee, receipt of a written request by Grantee, or receipt by Grantee of a verified verbal request.

(B) Grantee shall provide such Cable Service:

(1) With no line extension charge except as specifically authorized elsewhere in this Agreement.

(2) At a nondiscriminatory installation charge for a standard installation, consisting of a drop no longer than one hundred twenty five (125) feet, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations, adopted by Grantee and provided in writing to Grantor; and at nondiscriminatory monthly rates for residential Subscribers, subject to federal law.

(C) Required Extensions of Service. Whenever the Grantee shall receive a request for service from a potential Subscriber where there are at least six (6) dwelling units within one thousand three hundred twenty (1,320) cable-bearing strand feet (one-quarter cable mile) for aerial plant, and ten (10) dwelling units within one thousand three hundred twenty (1,320) cable-bearing strand feet (one-quarter cable mile) for underground plant, measured from the nearest trunk or distribution cable capable of supporting the additional distance, it shall extend its Cable System to the potential Subscriber(s) at no cost to the potential Subscriber(s) other than the usual connection fees for all customers, within ninety (90) days of receipt of the request for service except for circumstances beyond Grantee's control.

(D) Customer Charges for Extensions of Service. No potential Subscriber shall be refused service arbitrarily. However, for any dwelling unit that does not meet the density requirement in Section 14.2(C), Grantee shall have no obligation to provide Cable Service absent a Subscriber commitment to pay a portion of actual construction costs incurred consistent with the formula below. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be extended, the Grantee shall contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of dwelling units per one thousand three hundred twenty (1,320) cable-bearing strand feet of its trunk or distribution cable and whose denominator equals six (6) or ten (10), as applicable. Subscribers who request service hereunder will bear the remainder of the actual construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by potential Subscribers be paid in advance.

(E) Enforcement. Failure to meet these standards shall subject Grantee to enforcement actions on a per Subscriber basis in Section 15.

14.3 **Connection of Public Facilities**

(A) The parties acknowledge that as of the Effective Date of this Franchise, Grantee continues to provide one (1) outlet of Basic Service and limited Basic Service, or its reasonable equivalent ("Complimentary Services") to certain Schools, libraries, and public buildings within the Franchise Area, and Grantee shall continue to provide these Complimentary Services throughout the term of this Franchise. Those portions of buildings housing prison/jail populations shall be excluded from this requirement. In addition, Grantee agrees to provide, at no cost, one (1) outlet of Basic Service and limited Basic Service (or its functional equivalent) Programming to all such future public buildings if the drop line to such building does not exceed one hundred and twenty five (125) cable feet or if Grantor or other agency agrees to pay the incremental cost of such drop line in excess of one hundred twenty five (125) feet, including the cost of such excess labor and materials. Outlets of Basic Service and limited Basic Service (or its functional equivalent) Programming provided in accordance with this subsection may be used to distribute Cable Service throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Cost for any additional outlets shall be the responsibility of Grantor.

(B) In the event Grantee believes the Complimentary Services are considered "franchise fees" subject to the five percent cap set forth in 47 U.S.C. § 542(b) and intends to include the costs in its Franchise fee calculation, the parties shall follow the procedure set forth in Section 3.8(B).

(C) The Grantor shall have the right, at any time, to discontinue the receipt of all or a portion of the Complimentary Services provided by the Grantee in the event Grantee elects to include the costs in its Franchise fee payment Grantee's marginal cost to provide the Complimentary Services as set forth in the preceding paragraph.

SECTION 15. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

15.1 **Procedure for Remedying Franchise Violations**

(A) If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.

(B) Upon receipt of notice, Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:

(1) Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and requesting a hearing in accordance with subsection (E) below;

(2) Cure the violation; or

(3) Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, and notify the Grantor in writing of what steps the Grantee shall take to cure the violation, including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (C) below.

(C) In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor shall, within thirty (30) days of Grantor's receipt of such notice, set a hearing. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. Notwithstanding the foregoing, in the event the parties mutually agree, prior to the public hearing required in this subsection (C), that Grantee's plan and completion date are reasonable, the same may be approved by the Grantor without a hearing. The Grantor may waive all or part of the fines for such extended cure period in accordance with the criteria set forth in subsection (G) below.

(D) In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (C), the Grantor shall set a hearing to determine what fines, if any, shall be applied.

(E) In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection (B)(1) above, the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what fines shall be applied.

(F) In the case of any hearing pursuant to this Section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee shall be provided an opportunity to be heard, examine Grantor's witnesses, and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject, and may provide additional hearing procedures as Grantor deems appropriate.

(G) The fines set forth in Section 15.2 of this Agreement may be reduced at the discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

(1) Whether the violation was unintentional;

(2) The nature of the harm which resulted;

(3) Whether there is a history of prior violations of the same or other requirements;

(4) Whether there is a history of overall compliance; and/or

(5) Whether the violation was voluntarily disclosed, admitted or cured.

(H) If, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:

(1) Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;

(2) Establish the amount of fine set forth in Section 15.2, taking into consideration the criteria provided for in subsection (G) of this Section as appropriate in Grantor's discretion;

(3) Revoke this Agreement; and/or

(4) Pursue any other legal or equitable remedy available under this Agreement or any applicable law.

(I) Fines shall not be imposed in an amount in excess of seventy-five thousand dollars ($75,000) for the Grantors collectively within any twelve (12) month consecutive period.

(J) The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor or its designee, provided that any such final determination shall be subject to review by a court of competent jurisdiction under applicable law.

15.2 **<u>Fines</u>**

(A) Failure to comply with provisions of this Agreement may result in injury to Grantor. Grantor and Grantee recognize it will be difficult to accurately estimate the extent of such injury. Therefore, the financial penalty provisions of this Agreement are intended as a reasonable forecast of compensation to the Grantors collectively for the harm caused by violation of this Agreement, including but not limited to administrative expense, legal fees, publication of notices, and holding of a hearing or hearings as provided herein.

(1) For violating aggregate performance telephone answering standards for a Quarterly measurement period:

(a) $10,000 for the first such violation;

(b) $20,000 for the second such violation, unless the violation has been cured;

(c) $30,000 for any and all subsequent violations, unless the violation has been cured;

A cure is defined as meeting the Subscriber telephone answering standards for two (2) consecutive Quarterly measurement periods;

(2) For violation of applicable Subscriber service standards where violations are not measured in terms of aggregate performance standards: $750 per violation, per day;

(3) For all other violations of this Agreement, except as otherwise provided herein: $750/day for each violation for each day the violation continues.

(4) For purposes of subsections (2) and (3) of this Section 15.2(A), the date of violation will be the date of the event and not the date Grantee receives notice of the violation.

(B) The fines set forth in Section 15.2(A) may be reduced at the sole discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of violation as reflected by one or more of the following factors:

(1) Whether the violation was unintentional;

(2) The nature of the harm which resulted;

(3) Whether there is a history of prior violations of the same or other requirements;

(4) Whether there is a history of overall compliance; and/or

(5) Whether the violation was voluntarily disclosed, admitted or cured.

(C) Collection of Fines. The collection of fines by the Grantor shall in no respect affect:

(1) Compensation owed to Subscribers;

(2) The Grantee's obligation to comply with all of the provisions of this Agreement or applicable law; or

(3) Other remedies available to the Grantors provided, however, that collection of fines shall be the exclusive remedy for the Grantors for the particular incident or for the particular time period for which fines are imposed other than reasonable attorney fees and costs, if applicable. If the violation continues beyond the particular time period, Grantor shall have the right to pursue other remedies under this Agreement.

15.3 **Revocation**

(A) Should Grantor seek to revoke the Franchise after following the procedures set forth in Section 15.1, Grantor shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event Grantor has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. Grantor shall cause to be served upon Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

(B) At the designated hearing, Grantee shall be provided a fair opportunity for full participation, and both Grantee and Grantor shall have the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the other party, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Grantee may request, prior to the hearing, that Grantor provide a complete verbatim record and transcript of such hearing, which shall be at Grantee’s cost.

(C) Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Grantor shall determine (i) whether such event of default is excusable; and (ii) whether such event of default has been cured or will be cured by Grantee. Grantor shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Grantee to effect any cure. If Grantor determines that the Franchise shall be revoked, Grantor shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of Grantor to an appropriate court, which shall have the power to review the decision of Grantor.

Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Grantor.

(D) Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce Grantor's rights under the Agreement in lieu of revocation of the Franchise.

15.4 **Relationship of Remedies**

(A) Remedies are Non-exclusive. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the Grantor at law or equity. The collection of fines by Grantor shall in no respect affect:

(1) Refunds or credits owed to Subscribers; or

(2) Grantee's obligation to comply with the provisions of this Agreement or applicable law.

(B) No Election of Remedies. Without limitation, the withdrawal of amounts from the Grantee's performance bond, or the recovery of amounts under the insurance, indemnity or penalty provisions of this Agreement, shall not be construed as any of the following: an election of remedies; a limit on the liability of Grantee under the Agreement for fines or otherwise, except as provided in Section 15.2; or an excuse of faithful performance by Grantee.

15.5 **Removal**

(A) In the event of termination, expiration or revocation of this Agreement, Grantor may order the removal of the Cable System facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Public Rights of Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its plant, structures and equipment.

(B) If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done and Grantee shall reimburse Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs and Grantor may recover the costs through the Performance Bond provided by Grantee.

15.6 **Receivership and Foreclosure** Grantor and Grantee acknowledge that the following paragraphs are subject to the jurisdiction of the bankruptcy court.

(A) At the option of Grantor, subject to applicable law, this Agreement may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receiver(s) or trustee(s) have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all violations under the Agreement. Additionally, the receiver(s) or trustee(s) shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver(s) or trustee(s) assume and agree to be bound by each and every term and provision of this Agreement.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Agreement shall be revoked thirty (30) days after service of such notice, unless:

(1) Grantor has approved the transfer of this Agreement, in accordance with the procedures set forth in this Agreement and as provided by law; and

(2) The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this Agreement.

15.7 **No Recourse Against Grantor**

Grantee shall not have any monetary recourse against Grantor or its officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof, in accordance with the provisions of applicable federal, state and local law. The rights of the Grantor under this Agreement are in addition to, and shall not be read to limit, any rights or immunities the Grantor may enjoy under federal, state or local law. However, under current federal law, Grantee does have the right to seek injunctive and declaratory relief.

15.8 **Nonenforcement By Grantor**

Grantee is not relieved of its obligation to comply with any of the provisions of this Agreement by reason of any failure of Grantor to enforce prompt compliance. Grantor's forbearance or failure to enforce any provision of this Agreement shall not serve as a basis to stop any subsequent enforcement. The failure of the Grantor on one or more occasions to exercise a right or to require compliance or performance under this Agreement or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing by the Grantor. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

SECTION 16. ABANDONMENT

16.1 <u>Effect of Abandonment</u>

If the Grantee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor or until this Agreement is revoked and a new grantee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all costs, expenses and damages incurred.

16.2 <u>What Constitutes Abandonment</u>

The Grantor shall be entitled to exercise its options and obtain any required injunctive relief pursuant to Section 16.1 if:

(A) The Grantee fails to provide Cable Service in accordance with this Agreement to the Franchise Area for ninety-six (96) consecutive hours, unless the Grantor authorizes a longer interruption of service, except if such failure to provide service is due to a force majeure occurrence, as described in Section 4.7; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Agreement.

SECTION 17. FRANCHISE RENEWAL AND TRANSFER

17.1 <u>Renewal</u>

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of Grantee's Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

(B) In addition to the procedures set forth in the Cable Act, the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this Section to be consistent with the express provisions of the Cable Act.

17.2 **Transfer of Ownership or Control**

(A) The Cable System and this Agreement shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity (hereinafter, "Transfer"), without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee (hereinafter, "Change in Control"). The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a Change in Control has occurred shall arise on the acquisition or accumulation by any Person or group of Persons of fifty-one percent (51%) of the shares or the general partnership interest in the Grantee, except that this sentence shall not apply in the case of a transfer to any Person or group already owning at least a fifty-one percent (51%) interest of the shares or the general partnership interest in the Grantee. Every Change in Control shall make this Agreement subject to revocation unless and until the Grantor shall have consented thereto.

(C) The parties to the Transfer or Change in Control shall make a written request to the Grantor for its approval of a Transfer or Change in Control, and furnish all information required by law and the Grantor.

(D) The Grantor shall render a final written decision on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted as required by federal law unless the requesting party and the Grantor agree to an extension of time.

(E) Within thirty (30) days of any Transfer or Change in Control, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such Transfer or Change in Control, certified and sworn to as correct by Grantee and the transferee.

(F) In reviewing a request for Transfer or Change in Control, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said Transfer or Change in Control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Agreement by Grantee.

(G) The consent or approval of the Grantor to any Transfer or Change in Control by the Grantee shall not constitute a waiver or release of any rights of the Grantor, and any Transfer or Change in Control shall, by its terms, be expressly subordinate to the terms and conditions of this Agreement.

(H) Notwithstanding anything to the contrary in this Section, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Agreement or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all provisions of the Agreement. No consent shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 18. SEVERABILITY

If any Section, subsection, paragraph, term, or provision of this Agreement or any ordinance, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such holding shall be confined in its operation to the Section, subsection, paragraph, term, or provision directly involved in the controversy in which such holding shall have been rendered, and shall not in any way affect the validity of any other Section, subsection, paragraph, term, or provision hereof. Under such a circumstance, the Grantee shall, upon the Grantor's request, meet and confer with the Grantor to consider amendments to this Agreement. The purpose of the amendments shall be to place the parties, as nearly as possible, in the position that they were in prior to such determination, consistent with applicable law. In the event the parties are unable to agree to a modification of this Agreement within sixty (60) days, either party may (1) seek appropriate legal remedies to amend this Agreement, or (2) shorten this Agreement to thirty-six (36) months, at which point either party may invoke the renewal procedures under 47 U.S.C. § 546. Each party agrees to participate in up to sixteen (16) hours of negotiation during the sixty (60) day period.

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 **Preferential or Discriminatory Practices Prohibited**

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, creed, ethnic or national origin, religion, age, sex, sexual orientation, marital status, or physical or mental disability. Throughout the term of this Agreement, Grantee shall fully comply with all equal employment or nondiscrimination provisions and requirements of federal, state and local law and, in particular, FCC rules and regulations relating thereto.

19.2 **Dispute Resolution**

(A) The Grantor and Grantee agree that should a dispute arise between the parties concerning any aspect of this Agreement that is not resolved by mutual agreement of the parties, and unless either party believes in good faith that injunctive relief is warranted, the dispute will be submitted to mediated negotiation prior to any party commencing litigation. In such event, the Grantor and Grantee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator.

(B) If the parties are unable to successfully conclude the mediation within forty-five (45) days from the date of the selection of the mediator, either party may terminate further mediation by sending written notice to the other. After written notice has been received by the other party, either party may pursue whatever legal remedies exist. All costs of the mediator shall be borne equally by the parties and otherwise each party shall bear their own costs associated with mediation.

19.3 **Notices**

(A) Throughout the term of this Agreement, Grantee shall maintain and file with Grantor a designated address for the service of notices by mail. A copy of all notices from Grantor to Grantee shall be sent, postage prepaid, to such address and such notices shall be effective upon the date of mailing. For general day-to-day communications between the parties, including reports and LFA notifications, electronic mail may be used in lieu of notices sent by USPS or other delivery service. At the Effective Date of this Agreement, such addresses shall be:

Comcast of Oregon, II, Inc.
Attn: Government Affairs
11308 SW 68th Parkway
Tigard, OR 97223

With a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

(B) All notices to be sent by Grantee to Grantor under this Agreement shall be sent, postage prepaid, and such notices shall be effective upon the date of mailing. For general day-to-day communications between the parties, including reports and LFA notifications, electronic mail may be used in lieu of notices sent by USPS or other delivery service. At the Effective Date of this Agreement, such address shall be:

Metropolitan Area Communications Commission
15201 NW Greenbrier Parkway, C-1
Beaverton, OR 97006

19.4 **Binding Effect**

This Agreement shall be binding upon the parties hereto, their permitted successors and assigns.

19.5 **Authority to Amend**

This Agreement may be amended at any time by written agreement between the parties.

19.6 **Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Oregon.

19.7 **Guarantee**

The performance of the Grantee shall be guaranteed in all respects by Comcast Cable Communications Management, LLC. A signed guarantee, in a form acceptable to the Grantor, shall be filed with the Grantor prior to the Effective Date hereof.

19.8 **Captions**

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Agreement.

19.9 **Entire Agreement**

This Agreement, together with all appendices and attachments, contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

19.10 **Construction of Agreement**

The provisions of this Agreement shall be liberally construed to promote the public interest.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMCAST OF OREGON II, INC.

By: ____________________________
Senior Vice President

Date: __________________

METROPOLITAN AREA COMMUNICATIONS COMMISSION

By: ____________________________
Administrator

Date: __________________

Attachment A
COMMISSION FRANCHISE STATISTICS - QUARTERLY REPORT
Due By: April 15, July 15, October 15 and January 15

To: ______________________________ From: ______________________________

TELEPHONE ANSWERING ACTIVITY	1" Qtr Total	2°" Qtr Total	3rn Qtr Total	4m Qtr Total
TOTAL CALLS ANS'D W/IN 30 SECS.				
AVERAGE HOLD TIME (measured in seconds)				
% ANS W/IN 30 SECS.				
%ABANDONED				
% LINES AVAILABLE				
SUBSCRIBERS				
TOTAL SUBSCRIBERS				
TOTAL DISCO's				
TECH DISCO's				
NON-PAY DISCO's				
TECHNICAL ACTIVITY				
SERVICE CALLS				
OUTAGES				
TOTAL TIME OUT FOR OUTAGES				
AVERAGE DURATION OF OUTAGES				

Equivalent Billing Unit: Commercial and bulk account revenues that may be adjusted below or above the standard (basic+ expanded) cable rate are either counted as greater than a full subscriber or less than a full subscriber by dividing the actual revenues for bulk and commercial accounts by the standard cable rate. Example: If an apartment unit is being charged 50% off the standard rate and there are 500 customers, the EBU number is 250.

Confidential and Proprietary- Comcast
Information is *confidential under Oregon Public Records Law* as *it is* a *compilation of information which is not patented, which is known only to certain individuals within the company and is used in the business it conducts, having actual* or *potential commercial value, and which gives its user an opportunity to obtain* a *business advantage over competitors who do not know or use it*

COMPLAINT SUMMARY

20 — Q COMMISSION TOTALS

Indicator City	Create Date	Details	Customer Name	Customer Address	Serv Addr Postal Cd	Total
GRAND TOTAL						

All Information is property of Comcast Cable and deemed confidential and proprietary.
Complaints highlighted in yellow indicate non-video issues.

Comcast
TELEPHONE RESPONSE REPORT
Metropolitan Area Communications Commission (MACC) Quarterly Report
Q1 20__

	Calls handled							Abandons						Qty Handled <30							Service Level %					
	Spanish	Retention	Video Repair	Sales	Billing	IVR	Total	Same structure	Retention	Video Repair	Sales	Billing	Total	Spanish	Retention	Video Repair	Sales	Billing	IVR	Total	Spanish	Retention	Video Repair	Sales	Billing	Quarterly % <30
Q_ 20__																										

Attachment B
EXISTING LIVE ORIGINATION SITES

Beaverton City Hall
12725 SW Millikan Way
Beaverton, OR 97005

Beaverton Police/Courts Headquarters
4755 SW Griffith Drive
Beaverton, OR 97076

Washington County Public Services Bldg.
155 N. First Ave.
Hillsboro, OR 97123

Hillsboro Civic Center
150 E. Main St.
Hillsboro, OR 97123

Lake Oswego City Hall
380 “A” Ave
Lake Oswego, OR 97034

Tigard City Hall
13125 SW Hall Blvd
Tigard, OR 97223

Forest Grove Auditorium
1915 Main St.
Forest Grove, OR 97116

Pacific University
2043 College Way
Forest Grove, OR 97116

West Linn City Hall
22500 Salamo Road
West Linn, OR 97068

West Linn-Wilsonville School District 3JT
22210 SW Stafford Road
Tualatin, OR 97062

Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045

Tualatin City Services
10699 SW Herman Road
Tualatin, OR 97062

King City City Hall
15300 SW 116th Avenue
King City, OR 97224

Cornelius City Hall
1355 N. Barlow Street
Cornelius, OR 97113

Attachment C
PCN RATE CARD

COMCAST
BUSINESS

Ethernet Network Service - OVER FIBER						
Pricing for ENS with Basic Class of Service						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	1-YR NRC	1-YR MRC	3-YR NRC	3-YR MRC	5-YR NRC	5-YR MRC
100	$ -	$ 404.46	$ -	$ 364.50	$ -	$ 328.05
200	$ -	$ 580.23	$ -	$ 523.80	$ -	$ 471.42
300	$ -	$ 607.23	$ -	$ 548.10	$ -	$ 493.29
400	$ -	$ 634.23	$ -	$ 572.40	$ -	$ 515.16
500	$ -	$ 661.23	$ -	$ 596.70	$ -	$ 537.03
600	$ -	$ 688.23	$ -	$ 621.00	$ -	$ 558.90
700	$ -	$ 715.23	$ -	$ 645.30	$ -	$ 580.77
800	$ -	$ 742.23	$ -	$ 669.60	$ -	$ 602.64
900	$ -	$ 769.23	$ -	$ 693.90	$ -	$ 624.51
1,000	$ -	$ 796.23	$ -	$ 718.20	$ -	$ 646.38
2,000	$ -	$ 1,354.59	$ -	$ 1,212.30	$ -	$ 1,091.07
3,000	$ -	$ 1,531.71	$ -	$ 1,371.60	$ -	$ 1,234.44
4,000	$ -	$ 1,753.65	$ -	$ 1,571.40	$ -	$ 1,414.26
5,000	$ -	$ 2,029.59	$ -	$ 1,819.80	$ -	$ 1,637.82
6,000	$ -	$ 2,371.68	$ -	$ 2,127.60	$ -	$ 1,914.84
7,000	$ -	$ 2,794.50	$ -	$ 2,508.30	$ -	$ 2,257.47
8,000	$ -	$ 3,319.65	$ -	$ 2,980.80	$ -	$ 2,682.72
9,000	$ -	$ 3,970.62	$ -	$ 3,566.70	$ -	$ 3,210.03
10,000	$ -	$ 4,777.65	$ -	$ 4,293.00	$ -	$ 3,863.70
20,000	$ -	$ 7,989.03	$ -	$ 7,162.83	$ -	$ 6,446.52
30,000	$ -	$ 9,377.64	$ -	$ 8,412.66	$ -	$ 7,571.34
40,000	$ -	$ 10,766.25	$ -	$ 9,662.49	$ -	$ 8,696.16
50,000	$ -	$ 12,159.18	$ -	$ 10,915.83	$ -	$ 9,824.22
60,000	$ -	$ 13,547.79	$ -	$ 12,165.66	$ -	$ 10,949.04
70,000	$ -	$ 14,936.40	$ -	$ 13,415.49	$ -	$ 12,073.86
80,000	$ -	$ 16,329.33	$ -	$ 14,668.83	$ -	$ 13,201.92
90,000	$ -	$ 17,717.94	$ -	$ 15,918.66	$ -	$ 14,326.74
100,000	$ -	$ 19,110.60	$ -	$ 17,172.00	$ -	$ 15,454.80

COMCAST
BUSINESS

Ethernet Virtual Private Line - OVER FIBER						
Pricing for EVPL with Basic Class of Service						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	1-YR NRC	1-YR MRC	3-YR NRC	3-YR MRC	5-YR NRC	5-YR MRC
100	$ -	$ 552.96	$ -	$ 499.50	$ -	$ 449.55
200	$ -	$ 579.96	$ -	$ 523.80	$ -	$ 471.42
300	$ -	$ 606.96	$ -	$ 548.10	$ -	$ 493.29
400	$ -	$ 633.96	$ -	$ 572.40	$ -	$ 515.16
500	$ -	$ 660.96	$ -	$ 596.70	$ -	$ 537.03
600	$ -	$ 687.96	$ -	$ 621.00	$ -	$ 558.90
700	$ -	$ 714.96	$ -	$ 645.30	$ -	$ 580.77
800	$ -	$ 741.96	$ -	$ 669.60	$ -	$ 602.64
900	$ -	$ 768.96	$ -	$ 693.90	$ -	$ 624.51
1,000	$ -	$ 795.96	$ -	$ 718.20	$ -	$ 646.38
2,000	$ -	$ 1,354.59	$ -	$ 1,212.30	$ -	$ 1,091.07
3,000	$ -	$ 1,531.44	$ -	$ 1,371.60	$ -	$ 1,234.44
4,000	$ -	$ 1,753.38	$ -	$ 1,571.40	$ -	$ 1,414.26
5,000	$ -	$ 2,029.59	$ -	$ 1,819.80	$ -	$ 1,637.82
6,000	$ -	$ 2,371.41	$ -	$ 2,127.60	$ -	$ 1,914.84
7,000	$ -	$ 2,794.50	$ -	$ 2,508.30	$ -	$ 2,257.47
8,000	$ -	$ 3,319.38	$ -	$ 2,980.80	$ -	$ 2,682.72
9,000	$ -	$ 3,970.62	$ -	$ 3,566.70	$ -	$ 3,210.03
10,000	$ -	$ 4,777.38	$ -	$ 4,293.00	$ -	$ 3,863.70
20,000	$ -	$ 7,988.49	$ -	$ 7,162.83	$ -	$ 6,446.52
30,000	$ -	$ 9,377.10	$ -	$ 8,412.66	$ -	$ 7,571.34
40,000	$ -	$ 10,765.71	$ -	$ 9,662.49	$ -	$ 8,696.16
50,000	$ -	$ 12,158.37	$ -	$ 10,915.83	$ -	$ 9,824.22
60,000	$ -	$ 13,546.98	$ -	$ 12,165.66	$ -	$ 10,949.04
70,000	$ -	$ 14,935.59	$ -	$ 13,415.49	$ -	$ 12,073.86
80,000	$ -	$ 16,328.25	$ -	$ 14,668.83	$ -	$ 13,201.92
90,000	$ -	$ 17,716.86	$ -	$ 15,918.66	$ -	$ 14,326.74
100,000	$ -	$ 19,109.52	$ -	$ 17,172.00	$ -	$ 15,454.80

COMCAST
BUSINESS

Ethernet Private Line - OVER FIBER						
Pricing for EPL with Basic Class of Service						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	1-YR NRC	1-YR MRC	3-YR NRC	3-YR MRC	5-YR NRC	5-YR MRC
100	$ -	$ 386.10	$ -	$ 348.30	$ -	$ 313.47
200	$ -	$ 728.19	$ -	$ 658.80	$ -	$ 592.92
300	$ -	$ 755.19	$ -	$ 683.10	$ -	$ 614.79
400	$ -	$ 782.19	$ -	$ 707.40	$ -	$ 636.66
500	$ -	$ 809.19	$ -	$ 731.70	$ -	$ 658.53
600	$ -	$ 836.19	$ -	$ 756.00	$ -	$ 680.40
700	$ -	$ 863.19	$ -	$ 780.30	$ -	$ 702.27
800	$ -	$ 890.19	$ -	$ 804.60	$ -	$ 724.14
900	$ -	$ 917.19	$ -	$ 828.90	$ -	$ 746.01
1,000	$ -	$ 944.19	$ -	$ 853.20	$ -	$ 767.88
2,000	$ -	$ 1,941.03	$ -	$ 1,733.40	$ -	$ 1,560.06
3,000	$ -	$ 2,157.03	$ -	$ 1,927.80	$ -	$ 1,735.02
4,000	$ -	$ 2,438.91	$ -	$ 2,181.60	$ -	$ 1,963.44
5,000	$ -	$ 2,832.03	$ -	$ 2,535.30	$ -	$ 2,281.77
6,000	$ -	$ 3,225.15	$ -	$ 2,889.00	$ -	$ 2,600.10
7,000	$ -	$ 3,618.27	$ -	$ 3,242.70	$ -	$ 2,918.43
8,000	$ -	$ 4,011.39	$ -	$ 3,596.40	$ -	$ 3,236.76
9,000	$ -	$ 4,404.51	$ -	$ 3,950.10	$ -	$ 3,555.09
10,000	$ -	$ 5,624.91	$ -	$ 5,049.00	$ -	$ 4,544.10
20,000	$ -	$ 8,308.71	$ -	$ 7,450.92	$ -	$ 6,705.72
30,000	$ -	$ 9,777.24	$ -	$ 8,772.57	$ -	$ 7,895.34
40,000	$ -	$ 11,245.77	$ -	$ 10,094.22	$ -	$ 9,084.69
50,000	$ -	$ 12,718.89	$ -	$ 11,419.92	$ -	$ 10,277.82
60,000	$ -	$ 14,187.42	$ -	$ 12,741.57	$ -	$ 11,467.44
70,000	$ -	$ 15,655.68	$ -	$ 14,063.22	$ -	$ 12,656.79
80,000	$ -	$ 17,128.80	$ -	$ 15,388.92	$ -	$ 13,849.92
90,000	$ -	$ 18,597.33	$ -	$ 16,710.57	$ -	$ 15,039.54
100,000	$ -	$ 20,069.91	$ -	$ 18,036.00	$ -	$ 16,232.40

COMCAST
BUSINESS

EDI- Ethernet Dedicated Internet Access Service - OVER FIBER						
High Speed Internet Standalone						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	**1-YR NRC**	**1-YR MRC**	**3-YR NRC**	**3-YR MRC**	**5-YR NRC**	**5-YR MRC**
EDI Gig E	$ -	$ -	$ -	$ -	$ -	$ -
EDI 10 Gig	$ -	$ -	$ -	$ -	$ -	$ -
EDI 100 Gig	$ -	$ -	$ -	$ -	$ -	$ -
100	$ -	$ 741.15	$ -	$ 673.65	$ -	$ 606.42
200	$ -	$ 1,053.00	$ -	$ 957.15	$ -	$ 861.57
300	$ -	$ 1,335.15	$ -	$ 1,213.65	$ -	$ 1,092.42
400	$ -	$ 1,587.60	$ -	$ 1,443.15	$ -	$ 1,298.97
500	$ -	$ 1,817.64	$ -	$ 1,652.40	$ -	$ 1,487.16
600	$ -	$ 2,025.54	$ -	$ 1,841.40	$ -	$ 1,657.26
700	$ -	$ 2,211.30	$ -	$ 2,010.15	$ -	$ 1,809.27
800	$ -	$ 2,374.65	$ -	$ 2,158.65	$ -	$ 1,942.92
900	$ -	$ 2,523.15	$ -	$ 2,293.65	$ -	$ 2,064.42
1,000	$ -	$ 2,656.80	$ -	$ 2,415.15	$ -	$ 2,173.77
2,000	$ -	$ 3,562.65	$ -	$ 3,238.65	$ -	$ 2,914.92
3,000	$ -	$ 4,423.95	$ -	$ 4,021.65	$ -	$ 3,619.62
4,000	$ -	$ 5,240.70	$ -	$ 4,764.15	$ -	$ 4,287.87
5,000	$ -	$ 6,027.75	$ -	$ 5,479.65	$ -	$ 4,931.82
6,000	$ -	$ 6,785.10	$ -	$ 6,168.15	$ -	$ 5,551.47
7,000	$ -	$ 7,512.75	$ -	$ 6,829.65	$ -	$ 6,146.82
8,000	$ -	$ 8,210.70	$ -	$ 7,464.15	$ -	$ 6,717.87
9,000	$ -	$ 8,878.95	$ -	$ 8,071.65	$ -	$ 7,264.62
10,000	$ -	$ 9,517.50	$ -	$ 8,652.15	$ -	$ 7,787.07
20,000	$ -	$ 12,687.03	$ -	$ 11,533.32	$ -	$ 10,379.88
30,000	$ -	$ 15,856.29	$ -	$ 14,414.49	$ -	$ 12,972.96
40,000	$ -	$ 19,025.55	$ -	$ 17,295.66	$ -	$ 15,566.04
50,000	$ -	$ 22,204.53	$ -	$ 20,185.47	$ -	$ 18,166.95
60,000	$ -	$ 25,373.79	$ -	$ 23,066.64	$ -	$ 20,760.03
70,000	$ -	$ 28,543.05	$ -	$ 25,947.81	$ -	$ 23,353.11
80,000	$ -	$ 31,722.03	$ -	$ 28,837.62	$ -	$ 25,953.75
90,000	$ -	$ 34,891.29	$ -	$ 31,718.79	$ -	$ 28,546.83
100,000	$ -	$ 38,070.00	$ -	$ 34,608.60	$ -	$ 31,147.74

COMCAST
BUSINESS

(cont) EDI- Ethernet Dedicated Internet Access Service - OVER FIBER						
High Speed Internet Standalone						
Pricing does not include any potential construction charges (if needed)						
Service Bandwidth mbps	**1-YR NRC**	**1-YR MRC**	**3-YR NRC**	**3-YR MRC**	**5-YR NRC**	**5-YR MRC**
IPv4 Static Address Block /30 (2)	$ -	$ 25.00	$ -	$ 25.00	$ -	$ 25.00
IPv4 Static Address Block /29 (6)	$ -	$ 30.00	$ -	$ 30.00	$ -	$ 30.00
IPv4 Static Address Block /28 (14)	$ -	$ 35.00	$ -	$ 35.00	$ -	$ 35.00
IPv4 Static Address Block /27 (30)	$ -	$ 55.00	$ -	$ 55.00	$ -	$ 55.00
IPv4 Static Address Block /26 (62)	$ -	$ 80.00	$ -	$ 80.00	$ -	$ 80.00
IPv4 Static Address Block /25 (126)	$ -	$ 105.00	$ -	$ 105.00	$ -	$ 105.00
IPv4 Static Address block /24 (254)	$ -	$ 205.00	$ -	$ 205.00	$ -	$ 205.00
IPv4 Static Address Block /23 (510)	$ -	$ 405.00	$ -	$ 405.00	$ -	$ 405.00
IPv4 Static Address Block /22 (1022)	$ -	$ 805.00	$ -	$ 805.00	$ -	$ 805.00
IPv4 Static Address Block /21 (2046)	$ -	$ 1,605.00	$ -	$ 1,605.00	$ -	$ 1,605.00
IPv4 Static Address Block /19 (8190)	$ -	$ 6,405.00	$ -	$ 6,405.00	$ -	$ 6,405.00
IPv6 Static Address Block /48 (65,536)	$ -	$ -	$ -	$ -	$ -	$ -
Border Gateway Protocol	$ 500.00	$ -	$ 500.00	$ -	$ 500.00	$ -

SIDE LETTER MACC RENEWAL

July 1, 2026

Metropolitan Area Communications Commission
15201 NW Greenbrier Parkway, C-1
Beaverton, OR 97006

Dear ___________

The purpose of this letter agreement is to set forth commitments between Comcast of Oregon II, Inc. (“Comcast”) and the communities participating in the Metropolitan Area Communications Commission (“Commission”') that are in addition to the obligations contained in the Cable Television Franchise Agreement between Comcast and the Commission to take effect on July 1, 2026 (hereinafter the “Franchise”'). The items set forth herein: (1) have been negotiated in good faith and mutually agreed to by Comcast and the Commission as part of the informal franchise renewal process pursuant to 47 U.S.C. 546(h); (2) are provided by Comcast in consideration of the grant of the Franchise by the Commission; and (3) specifically relate to unique community needs that exist in the communities participating in the Commission.

PCC Channel: If Comcast discontinues carriage of the Portland Community College Education Channel, PCC Channel 27, on all of Comcast’s cable systems located in the Portland Oregon Designated Market Area, Comcast may also discontinue carriage of this channel on the cable system in the Franchise Area, as the term Franchise Area is defined in the Franchise.

PEG Capital Funds: Under Section 13 of the Franchise, Comcast is required to provide support for the capital requirements for PEG access and the institutional network activities of the Commission and its member communities under Section 12 of the Franchise. These activities under the prior franchise included uses of the Public Communications Network (“PCN”') by certain identified communities. Without determining whether these uses constitute “capital” or “operating” expenditures for Franchise compliance purposes, and subject to the indemnity provisions of the Franchise, Comcast agrees to not pursue any action against the Commission or any of its member communities asserting that Commission expenditures for these identified uses violate Sections 13.1 and 13.3 of the Franchise to the extent such uses are consistent with Commission and individual community practices as of the effective date of the Franchise. Comcast agrees that this paragraph shall apply to expenditures by any Grantor (as defined in the Franchise) that are consistent with expenditures for PCN uses by the identified communities under the prior franchise. •

Fiber Links: Comcast agrees to continue providing the current two (2) fiber optic links to and from the Lake Oswego/MACC ISP (which ends at the Tigard Hub - 15245 SW 74th

Avenue, Tigard, OR 97224) and the HIC/MACC ISP (which ends at the Beaverton Headend - 1750 NW 173rd Avenue, Beaverton, OR 97006) without charge for the term of the Franchise. For purposes of this section only, the term “without charge” also means that Comcast shall not offset, deduct or otherwise credit against any past, present or future franchise fee payments payable under the Franchise its costs in providing the two (2) fiber optic links described above. The Commission will pay for the remaining six (6) fiber optic links provided by Comcast under the previous side letter at the rates set forth in the Rate Card in Exhibit C of the Franchise and shall not exceed $30,000 annually if these fibers are contracted for a five (5) year term for such links. If fewer than six (6) fiber links are required to interconnect due to design changes, the Commissions' costs shall be reduced accordingly. In accordance with the terms of the previous paragraph on PEG capital funds, and subject to the indemnity provisions of the Franchise, Comcast will not pursue any action against the Commission or its member communities if PEG capital funds are used to pay for these fiber optic links.

The terms and conditions of this letter agreement are binding upon the Commission and its member communities and Comcast and their successors and assigns. Enforcement of the terms of this letter agreement shall be consistent with the enforcement procedures set forth in the Franchise.

COMCAST OF OREGON II, INC.

By: ________________________

Title: ______________________

Acknowledged and agreed to this ___ day of _______, 2026.

METROPOLITAN AREA COMMUNICATIONS COMMISSION

By: ________________________

Title: ______________________