

FIRST AMENDMENT TO

**CITY OF SEATTLE
CABLE TELEVISION
FRANCHISE AGREEMENT**

by and between

THE CITY OF SEATTLE

and

**COMCAST CABLE
COMMUNICATIONS
MANAGEMENT, LLC**

This First Amendment (“Amendment”) to the Cable Television Franchise Agreement between The City of Seattle and Comcast Cable Communications Management, LLC, (“Franchise,” attached as **Exhibit A**) is made this ____ day of _____, 20__ (“Amendment Effective Date”) between **The City of Seattle** (the “City”), **a Washington Municipal Corporation**, and **Comcast Cable Communications Management, LLC** (the “Grantee”), a Delaware Corporation.

Recitals

WHEREAS, cable television franchises are governed by 47 U.S.C. Section 521 et seq. (the “Cable Act”); and

WHEREAS, the Cable Act provides that the City may require that Grantee obtain a cable franchise from the City as a condition of its operating such a Cable System and furnishing such Cable Services over the system in the City; and

WHEREAS, Grantee operates a Cable System in Seattle under the Franchise authorized by City of Seattle Ordinance 124957; and

WHEREAS, the Franchise was executed on January 21, 2016 for the purposes of installing, constructing, operating, and maintaining a cable system to provide Cable Services under such terms and conditions as are set forth in the Franchise; and

WHEREAS, this Amendment is made to meet the identified needs and interests of the Seattle community; and

WHEREAS, subject to approval by the Seattle City Council, the City and the Grantee have reached agreement on the terms and conditions set forth herein, and the parties have agreed to be bound by those terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Grantee agree to amend the Franchise as follows:

1. Except where a different definition is provided in this Amendment, all definitions in the Franchise are incorporated by reference into this Amendment.

2. Subsection 1.1(A) of the Franchise is deleted and replaced as follows:

(A) The City of Seattle hereby grants to Comcast Cable Communications Management, LLC, a Delaware Corporation, having its principal place of business in Everett, Snohomish County, Washington, a Franchise to install, construct, operate and maintain a Cable System to provide Cable Services under such terms and conditions as are set forth in this Franchise.

3. Section 1.2 of the Franchise is deleted and replaced as follows:

Duration of Franchise. The term of this Franchise, and all rights, privileges, obligations, and restrictions pertaining thereto, shall be seventeen (17) years from the Effective Date of this Franchise, unless terminated earlier as provided herein.

4. Subsection 6.2(A) of the Franchise is deleted and replaced as follows:

(A) Grantee shall carry the following PEG Access Channels in the following format, on its Cable System in the City, if it is provided by the PEG Access Programmer:

- (i) Seattle Channel: standard definition (SD) and high definition (HD)
- (ii) Seattle Community Colleges: SD and HD
- (iii) Seattle Public Schools: SD and HD
- (iv) Public Access Television: SD
- (v) King County TV (KCTV): SD and HD
- (vi) KCTS+: SD
- (vii) TVW: SD

The City shall have the authority to utilize the above referenced PEG Access Channels (in both SD and HD) as determined in the City’s sole discretion with respect to the content of PEG Programming to be carried on the PEG Access Channels, except for the regional PEG Access Channels described in subsection 6.2(B). Nothing in this subsection 6.2(A) shall create any third party rights in the PEG Access Channel capacity.

5. The following sentence in Subsection 6.4(A) is deleted from the Franchise:

Grantee shall remit to the City an amount equal to .4% of Gross Revenues paid monthly based upon revenues for that month in support of PEG Access (“PEG Fee”).

and replaced with the following text:

Grantee shall remit to the City an amount equal to .6% of Gross Revenues paid monthly based upon revenues for that month in support of PEG Access (“PEG Fee”).

The remainder of Subsection 6.4(A) remains in full force and effect.

6. Subsection 6.4(B) is deleted from the Franchise.
7. Section 6.9 of the Franchise is amended to include the following additional paragraph:

As may be permitted by Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019, as modified by any court of competent jurisdiction or subsequent FCC order (“Section 621 Order”), at such time as the Grantee elects to offset the incremental cost of the Complimentary Cable Service offerings set forth in this Section 6.9 against Franchise fees payable to the City, Grantee agrees that it will do so only after providing City with a minimum of one hundred twenty (120) Days’ prior written notice pursuant to the Section 621 Order. Upon written notice from Grantee, the City shall be given ample time to review the list of impacted locations receiving such Complimentary Cable Service and shall have the right to suspend or discontinue receipt of all or a portion of the locations receiving such Complimentary Cable Service provided by Grantee in the event Grantee elects to offset the incremental cost of the Complimentary Cable Services as set forth in the preceding sentence. In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Grantee will meet promptly to discuss what impact such action has on the provision of Complimentary Cable Services under Section 6.9 of the Franchise. Nothing herein waives the City’s right to enforce Grantee’s compliance with all lawful obligations contained in this Franchise.

8. Section 6.12 of the Franchise is deleted and replaced as follows:

In consideration of the City relinquishing any claim, title or right to certain obligations set forth in the Franchise, Grantee agrees that for as long as this Franchise remains in place, any costs incurred by Grantee pursuant to Sections 6.6, 6.7, 6.8, and 10.1, shall be treated by Grantee as Grantee’s business expense and not a Franchise Fee under Sections 3.24, 11.1 and 11.2 of the Franchise or as a PEG Fee under Section 6.4 of the Franchise. Grantee reserves any rights it may have to recover from Subscribers, as a separate line item from the PEG Fee in Section 6.4 of this Franchise, any additional PEG capital costs set forth in the Franchise as may be permitted by applicable law as of the Effective Date.

9. Section 20.2 is deleted from the Franchise.

10. Grantee’s contact information in Section 20.9 is amended as follows:

Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, Washington 98204
Attention: Government Affairs

IN WITNESS WHEREOF, and with an intention to be fully and legally bound, Grantee and the City hereby execute this First Amendment to the Cable Television Franchise Agreement, which shall become effective pursuant to the City legislation authorizing it:

Comcast Cable Communications Management, LLC

DocuSigned by:
Keith Turner
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12/5/2025

By: Keith Turner

Date

Title: Regional Sr. Vice President

The City of Seattle

By: Rob Lloyd

Date

Title: Chief Technology Officer