

**FIRST AMENDMENT TO
SMALL CELL WIRELESS SERVICES
FRANCHISE AGREEMENT**

THIS FIRST AMENDMENT (“First Amendment”), effective as of the last signature date below (“The First Amendment Effective Date”), amends that certain Small Cell Wireless Services Franchise Agreement effective March 16, 2021 (the “Franchise”) between Oregon RSA #2, Inc. (“Grantee”) an Oregon corporation and City of Hermiston, a municipal corporation of the State of Oregon (“Grantor”).

WHEREAS, Grantee and Grantor desire to amend the Franchise as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor hereby agree as follows:

1. Item 2.3 of the Franchise is hereby deleted in its entirety and replaced with the following:

2.3 **Term**. The term of this Franchise shall commence on the Effective Date and end on February 28, 2031, unless revoked or terminated sooner as provided herein.

2. Item 6.1 of the Franchise is hereby deleted in its entirety and replaced with the following:

6.1 **Amount of Fee**. As compensation for the privileges provided under this Franchise, Grantee shall pay to Grantor an annual Franchise Fee in the amount of two hundred and seventy dollars (\$270.00) for each Small Wireless Facility installed or maintained by Grantee in the Streets pursuant to this Franchise. Grantor reserves the right, consistent with Applicable Law, to charge additional fees for Grantee to apply for and maintain Small Wireless Facilities on HES Poles or other Grantor property.

3. Except as expressly modified by this First Amendment, the provisions of the Franchise shall remain in full force and effect. The Franchise, as modified by this First Amendment, represents the entire agreement between Grantee and Grantor with respect to the matters contained therein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective duly authorized representatives as of the First Amendment Effective Date.

Oregon RSA #2, Inc.

City of Hermiston, Oregon.

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____