

**FOURTH AMENDMENT TO FRANCHISE AGREEMENT
TOWN OF JOHNSTOWN, COLORADO
AND
TDS BROADBAND SERVICE, LLC**

This Fourth Amendment to the Franchise is made and entered by and between the Town of Johnstown, Colorado, a Colorado home rule municipal corporation (“Town”), and TDS Broadband Service LLC, a Delaware limited liability company (“TDS”) (collectively, the “Parties”), upon the following terms and conditions:

1. On or about December 17, 2012, the Town and Baja Broadband, LLC (“Baja”) entered into a Cable Television Franchise that granted a franchise to Baja to provide cable-related services in the Town (“Franchise”). Through acquisitions and changes of ownership, TDS owns and operates the cable system and has been operating under and pursuant to the terms of the Franchise.

2. Pursuant to Section 2.3, the Franchise terminates on December 20, 2021. The Parties desire to negotiate a new franchise to extend the franchise, upon agreeable terms, for an additional ten (10) years, to and including December 31, 2031. Because the Parties have not yet finalized the new franchise, the Parties desire to extend the term of the Franchise for a short duration and continue operating under the terms of the existing Franchise.

3. Section 13 of the Franchise contemplates renewal of the Franchise and Section 15.5 of the Franchise provides that the Parties may amend the terms of the Franchise.

4. To allow the Parties additional time to execute a new franchise, on or about November 15, 2021, the Parties executed the First Amendment to Franchise Agreement, extending the term of the Franchise by four (4) months, to and including April 30, 2022. A Second Amendment to Franchise Agreement, extending the term of the Franchise by an additional (4) four months, to and including September 1, 2022, was executed in March 2022. A Third Amendment to the Franchise Agreement, extending the term of the Franchise by an additional (6) six months, to and including March 1, 2023 was executed in August 2022. The Parties desire additional time within which to negotiate a new franchise, and thus seek a fourth extension of the term of the Franchise, up to and including October 1, 2023, or until the Parties execute a new franchise, whichever occurs first.

5. Except as amended herein, the Parties reaffirm the Franchise including but not limited to TDS’s right to furnish, sell and distribute cable-related services in the Town and corresponding obligation to pay a franchise fee to the Town.

[Signatures on following page.]

IN WITNESS WHEREOF, this Second Amendment to Franchise is entered into by the Town and TDS effective as of February 22, 2022.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

Date of Signature: _____

ATTEST:

By: _____
Hannah Hill, Town Clerk

TDS BROADBAND SERVICE, LLC

By: _____
Name:
Title:

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022, by
_____ as the _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public