

**EXHIBIT 1**  
**ACCEPTANCE OF EXTENSION OF TERM OF CABLE FRANCHISE**  
**Cascade Access LLC/Multnomah County, Oregon**

From: Multnomah County, Oregon  
[ ADDRESSEE ]

To: Mt. Hood Cable Regulatory Commission  
111 SW Columbia St, Suite 600  
Portland, OR 97201

This is to advise the Multnomah County Board of Commissioners that Grantee Cascade Access LLC hereby unqualifiedly accept the provisions applicable to them of Resolution No. \_\_\_\_, adopted by the Multnomah County Board of Commissioners on the 20th of December, 2018, extending the term of the cable franchise granted by Multnomah County, Oregon to June 30, 2019 and agree, as applicable, to abide by the following terms and conditions:

- a. In all respects and without exception, Cascade Access LLC (“Grantee”) agrees and acknowledges that the extension of the term of the Franchise will not affect, diminish, impair or supersede the binding nature of the existing valid ordinances, franchises, resolutions and agreements applicable to operation of the cable system, including, but not limited to any existing guarantees, and that during the term of the extension Grantee shall comply with each and every provision of the Franchise including all lawful applicable ordinances, orders, contracts, agreements, commitments, side letters, and regulatory actions taken pursuant thereto, as applicable, whether prior or subsequent to the date of the term extension that is the subject of this Acceptance.
- a. Grantee does not waive and expressly reserve all legal rights they may have under the current Franchise and applicable law, and Grantee specifically acknowledges and expressly accepts that Multnomah County, Oregon does not waive and expressly reserves all legal rights and authority in regard to any and all non-compliance under the Franchise that may now exist or may later be discovered to have existed during the term of the Franchise, whether prior or subsequent to the date of the term extension that is the subject of this Acceptance.
- a. Grantee acknowledges that it is obligated and will abide by Section 20.5 of the Franchise, which provides that Grantee shall remove its Facilities from the Streets and restore the Streets to such condition as the County may require; that if Grantee should fail to do so, then the County may perform the work and collect the cost thereof from the Grantee; that the cost thereof shall be a lien upon the system of the Grantee and a set-off against any sums owed Grantee by County; and further that all of Grantee’s rights under the Franchise shall immediately cease and be divested as of the expiration of the Franchise on June 30, 2019.

**CASCADE ACCESS LLC**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

By \_\_\_\_\_

Name:

Title:

This Acceptance was acknowledged before me on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by

\_\_\_\_\_  
as \_\_\_\_\_, a duly  
authorized officer of Cascade Access LLC.

Date: \_\_\_\_\_, 2018

Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney for Multnomah County, Oregon