

**FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND COMCAST CABLE  
COMMUNICATIONS, LLC, CONCERNING A BROADBAND EXPANSION PROJECT FOR  
UNDERSERVED AREAS OF MADISON COUNTY, MISSISSIPPI**

**RECITALS**

WHEREAS, the County of Madison, Mississippi (the "County") and Comcast Cable Communications, LLC ("Comcast"), each a "Party" and, collectively, the "Parties" entered into an Agreement between Madison County, Mississippi, and Comcast Cable Communications, LLC, concerning a broadband expansion project for underserved areas of Madison County, Mississippi dated September 6, 2022 (the "Agreement"); and

WHEREAS the Parties desire to amend the Agreement as set forth below and enter into this first amendment to the Agreement (the "First Amendment").

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

Amendments to the Agreement

**1. Whereas Clauses**

The fourth through seventh whereas clauses are deleted into their entirety and replaced with the following:

WHEREAS, Comcast proposed to expand broadband internet service to certain unserved and underserved residents in the County for a total cost of \$17,320,870.00 primarily based on a fiber deployment to include aerial attachments to existing utility poles (the "Total Project Cost"); and

WHEREAS, Comcast has committed to contribute up to \$7,583,802 to fund the cost of the Project, subject to the terms of this Agreement; and

WHEREAS, the County has committed to contribute \$4,837,065 to fund the cost of the Project, subject to the terms of this Agreement; and

WHEREAS, Comcast has been awarded additional funding for the Project through the State of Mississippi BEAM Capital Projects Fund grant program in the amount of up to \$4,900,000.00.

**2. Term and Termination**

Agreement Section 2(a) is deleted in its entirety and replaced with the following:

This Agreement shall commence on August 5, 2024 (the "Effective Date") or the full execution of this Agreement, whichever comes later and shall expire upon the date of Final Completion, unless terminated sooner in accordance with the provisions of this Agreement.

### **3. Project Description**

Agreement Section 3(a) is deleted in its entirety and replaced with the following:

Comcast shall construct a Network capable of delivering Required Broadband Service to certain unserved premises in the County as described in Exhibit A (the Project”). The Project Area consists of approximately 3,317 locations along 342 plant miles and currently lacks access to a reliable wireline connection delivering broadband internet speeds.

### **4. Performance of the Work**

The first sentence of Agreement Section 4(b) is deleted in its entirety and replaced with the following:

Comcast shall achieve Final Completion of the Project by December 31, 2025.

Agreement Section 4(d) is deleted in its entirety and replaced with the following:

Upon Final Completion, Comcast will offer Required Broadband Service to approximately 3,317 unserved locations within the County.

### **5. Project Funding**

Agreement Section 7 is deleted in its entirety and replaced with the following:

#### **7. Project Funding:**

- a) Comcast will fund Forty-Four Percent (44%) of the Total Project Cost up to Seven Million Five Hundred Eighty-Three Thousand Eight Hundred and Two Dollars (\$7,583,802).
- b) In consideration of Comcast s agreement to complete the Project as outlined herein, County shall pay up to Four Million Eight Hundred Thirty-Seven Sixty-Five Dollars (\$4,837,065) toward the Total Project Cost (the County Contribution”). The County hereby represents and warrants it is authorized to expend such funds and that they shall comply with any and all applicable laws related to the expenditure of such funds.
- c) Comcast has secured additional funding from state sources in the amount of Four Million Nine Hundred Thousand (\$4,900,000).
- d) Comcast is responsible for funding costs in excess of the Total Project Cost as may be reasonably necessary to complete the Project Area and to fulfill its other obligations under this Agreement. Notwithstanding the foregoing, the Total Project Cost is based upon Comcast s ability to use Entergy s private easements at no cost.

## **6. Invoicing and Payment**

Agreement Section 8 is deleted in its entirety and replaced with the following:

### **8. Invoicing and Payment:**

#### Reporting/Payment Schedule

- a) Upon completion of the first mile of construction, Comcast shall submit an invoice to the County Project Manager, with appropriate supporting documentation, for use of the County Contribution.
- b) The County shall pay Comcast within thirty (30) days of receipt of the submitted invoice.

## **7. Notices**

Agreement Section 24 is amended by replacing the Comcast contact information with the following:

Vice President of External Affairs  
2605 Circle 75 Pkwy SE  
Atlanta, GA 30339  
[Melinda\\_Little@comcast.com](mailto:Melinda_Little@comcast.com)

## **8. Exhibit A**

The last paragraph of Agreement Exhibit A is deleted in its entirety and replaced with the following:

Comcast estimates that the Project can be completed for a Total Project Cost of \$17,320,870. As part of this Project, Comcast has applied for and secured additional funding from applicable state grant programs. Comcast estimates it can complete this Project within seventeen (17) months from the execution of this Agreement's Effective Date.