FRANCHISE SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of the 4th day of December, 2014, by and between the South Washington County Telecommunications Commission ("SWCTC"), a Joint Powers Commission (comprised of the municipalities of Cottage Grove, Grey Cloud Island, Newport, St. Paul Park, and Woodbury, Minnesota), and Comcast of Minnesota/Wisconsin, Inc. ("Franchisee"), collectively (the "Parties");

WHEREAS, Franchisee operates a cable system in the SWCTC area pursuant to a cable franchise granted by the SWCTC ("Franchise Agreement");

WHEREAS, the Parties desire to resolve certain outstanding legal and franchise issues through this Agreement;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, terms, conditions and representations contained herein, the Parties agree as follows:

A. Franchise Extension.

1) The Franchise Agreement is currently set to expire on October 31, 2017. The SWCTC and Franchisee hereby agree to extend the Franchise Agreement through December 31, 2020. By agreeing to this extension, no party is waiving any rights under Section 626 of the Federal Cable Act, nor shall it be necessary for Franchisee to re-invoke its renewal rights under Section 626.

B. PEG Capacity – HD PEG Channels and Electronic Programming Guide.

2) Section 6.1 of the Franchise Agreement sets forth obligations related to PEG channels and requires the provision of five PEG channels. Franchisee carries the five PEG channels in a standard definition (SD) digital format to all subscribers in the SWCTC area.

3) Upon 90 days' notice, Franchisee will carry one of the PEG channels in a high definition (HD) format on the cable system such that the SWCTC will continue to have 5 PEG Channels; 4 carried in standard definition and 1 carried in high definition. The SWCTC represents that it has or will have available by that date sufficient local, non-character generated programming in HD format so as to provide content of value to viewers and not have a blank channel. Any time after twelve months from the date of this Agreement, Franchisee will carry an additional PEG channel in high definition in the same manner as the first high definition channel, such that the SWCTC will continue to have 5 PEG Channels; 3 carried in standard definition and 2 carried in high definition.

4) Franchisee will deliver the high definition signal to subscribers so that it is viewable without degradation, provided that it is not required to deliver a HD PEG Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Franchisee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, amount of system capacity or bandwidth, and other processing characteristics) that produces a signal as accessible, functional, useable and
of a quality comparable (meaning indistinguishable to the viewer) to broadcast HD channels carried on the cable system.

5) The HD PEG channel will be assigned a number near the other high definition local broadcast stations if such channel positions are not already taken, or if that is not possible, near high definition news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.

6) SWCTC acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any subscriber who can view an HD signal delivered via the cable system at a receiver shall also be able to view the HD PEG channel at that receiver, without additional charges or equipment. By agreeing to make PEG available in HD format, Franchisee is not agreeing it may be required to provide free HD equipment to customers including complimentary municipal and educational accounts and universal service accounts, nor modify its equipment or pricing policies in any manner. SWCTC acknowledges that not every customer may be able to view HD PEG programming (for example, because they don’t have an HDTV in their home or have chosen not to take an HD capable receiving device from Franchisee or other equipment provider) or on every TV in the home.

7) Franchisee will provide a bill message announcing the launch of the HD PEG channel; however SWCTC acknowledges that not all customers may receive the bill message notice in advance of the channel launch in the interests of launching the channel sooner.

8) Franchisee will make available to the SWCTC the ability to place PEG channel programming information on the interactive channel guide by putting the SWCTC in contact with the electronic programing guide vendor ("EPG provider") that provides the guide service. Franchisee will be responsible for providing the designations and instructions necessary to ensure the channels will appear on the programming guide throughout the jurisdictions that are part of the SWCTC and any necessary headend costs associated therewith. The SWCTC shall be responsible for providing programming information to the EPG provider and for any costs the EPG provider charges to programmers who participate in its service. This obligation shall not apply to any PEG channels for which there is a technical impediment to providing guide listings, for example, in the event a PEG channel is narrowcasted or split among more than one PEG programmer or source such that not all viewers see the same programming on that channel.

C. Franchise Fee Payment Correction.

9) Franchisee will pay the SWCTC $33,928.86 in full settlement of the franchise fees due on bundled services for January 1, 2012 through December 31, 2014. Franchisee’s payment shall be due within 45 days of the SWCTC’s approval of this Agreement, unless otherwise agreed by the Parties.
D. Complimentary Cable Services.

10) Section 7.6 of the Franchise Agreement requires Franchisee to provide complimentary cable service to one drop at one outlet in certain municipal locations listed in Exhibit C to the Franchise Agreement and certain additional network Drops and/or outlets. Franchisee agrees to provide upon request the necessary digital converter equipment to receive Cable Service (currently a digital converter or DTA at Franchisee’s option) per complimentary drop location and for 3 outlets if needed to receive the cable service. Franchisee agrees to provide an additional 22 digital converters to serve additional outlets at municipal locations at SWCTC’s discretion.

E. Rate Order Settlement.

11) In full and final settlement of the 2012 Rate Order issued by the SWCTC, Comcast and SWCTC agree to the terms on the attached Exhibit A.

F. Transfer Consent.

12) This Agreement is subject to the SWCTC’s adoption of the Transfer Resolution, attached hereto and incorporated herewith as Exhibit B, no later than their last January 2015 meeting.

G. Transfer Related Costs.

13) Franchisee agrees to reimburse the SWCTC for its costs related to the review of the Transaction in the amount of $15,000 to be paid within 45 business days of the SWCTC’s adoption of the Transfer Resolution referenced below. The Parties agree that this payment shall not be deemed to exceed the franchise fee cap specified in Section 622(a) of the Cable Act, 47 U.S.C. § 542(a), and shall at no time be offset against or deducted from franchise fee payments, grants or other financial support or in-kind compensation paid to the SWCTC under the Franchise. This provision is agreed to solely for the purpose of this Settlement Agreement, and does not prejudice either party from taking a different position regarding the franchise fee issues in the future.

H. Release.

14) In consideration of the benefits conferred herein, the SWCTC releases and forever discharges the Franchisee, including its agents, employees, parents, subsidiaries and affiliates from any and all claims and release and forever discharge it from all Franchise-related claims, Franchise violations, and Franchise-related compliance issues as of the effective date of this Agreement.
J. Miscellaneous Provisions.

15) This Agreement is a compromise. The Parties agree that this Agreement may not be used to prove that there is a need or interest (or lack thereof) in decreasing, increasing or maintaining the current number of PEG channels, or in the need or interest (or lack thereof) in providing PEG in HD, or in other formats.

16) Each Party represents that it has the power and authority to enter into this Agreement. Any breach of this Agreement shall be subject to all remedies available to the Parties at law or in equity and shall be enforceable as a franchise obligation.

17) This Agreement sets forth the entire agreement of the Parties with respect to its subject matter, there being no other promise or inducement to or for the execution of the Agreement other than the consideration cited above. There are no contingencies, conditions precedent, representations, warranties, or other agreement, or otherwise, regarding settlement between the Parties not stated herein.

18) The Parties acknowledge that this Agreement is the product of negotiations between the Parties and does not constitute, and shall not be construed as an admission of liability on the part of any Party.

19) This Agreement shall insure to the benefit of, and shall be binding on, the Parties and their respective successors and assigns.

20) This Agreement may not be modified or amended, nor any of its terms waived, except by an amendment signed by duly authorized representatives of the Parties.

21) This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to conflicts of law principles.

22) The Parties shall not take any action to challenge, or cause another person or entity to challenge, any provision of this Agreement as contrary to or unenforceable under applicable laws, regulations, orders and decisions, nor will they participate with any other person or entity in any such challenge to this Agreement.
23) This Agreement shall be effective upon the date when it is executed on behalf of both Parties.

    IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives of each Party on the dates written below.

SOUTH WASHINGTON COUNTY
TELECOMMUNICATIONS COMMISSION

[Signature]
Title: Chair
Date: Dec. 4, 2014

COMCAST OF MINNESOTA/WISCONSIN, INC.

[Signature]
Title: VP, External + Government Affairs
Date: 12/17/14
EXHIBIT A

RATE ORDER SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of the 4th day of December, 2014, by and between the South Washington County Telecommunications Commission (the “SWCTC”), a Joint Powers Commission (comprised of the municipalities of Cottage Grove, Grey Cloud Island, Newport, St. Paul Park, and Woodbury, Minnesota) and Comcast of Minnesota/Wisconsin, Inc., a Minnesota corporation (“Comcast”). The SWCTC and Comcast are collectively referred to herein as the Parties.

Resolution of Franchise Violation Notice Re: 2012 Rate Order

A. Rate Order Refund Issues

1) In full resolution of the Rate Order refund issues, Comcast agrees to refund $20,065.37 to the cable subscribers in the SWCTC Area.

B. Unbundling Equipment and Service Fees

2) Comcast and the SWCTC agree that the equipment cost disclosure method already implemented by Comcast satisfies its obligations under the Rate Order and through December 31, 2016, after which time the franchisee and the SWCTC may revisit the issue in accordance with then applicable law. The equipment cost disclosure method already implemented by Comcast is in the form of an explanatory disclosure of the value of the equipment included in the Digital Transport Adapter Additional Outlet Service Fee immediately below that fee on the customer bill.

C. Miscellaneous Terms

3) This Agreement is a compromise. The Parties agree that this agreement may not be used in the formal renewal process except to bar the SWCTC from raising any purported non-compliance with the Rate Order as grounds for denial of renewal.

4) Each Party represents that it has the power and authority to enter into this Agreement. Any breach of this Agreement shall be subject to all remedies available to the Parties at law or in equity.

5) This Agreement sets forth the entire agreement of the Parties with respect to its subject matter, there being no other promise or inducement to or for the execution of the Agreement other than the consideration cited above. There are no contingencies, conditions precedent, representations, warranties, or other agreement, or otherwise, regarding settlement between the Parties not stated herein.

6) The Parties acknowledge that this Agreement is the product of negotiations between the Parties and does not constitute, and shall not be construed as an admission of liability on the part of any Party.
7) This Agreement shall inure to the benefit of, and shall be binding on, the Parties and their respective successors and assigns.

8) This Agreement may not be modified or amended, nor any of its terms waived, except by an amendment signed by duly authorized representatives of the Parties.

9) This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to conflicts of law principles.

10) This Agreement shall be effective upon the date when it is executed on behalf of both Parties.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by duly authorized representatives of each Party on the dates written below.

**SOUTH WASHINGTON COUNTY TELECOMMUNICATIONS COMMISSION**

**Title:** Chair  
**Date:** Dec 4, 2014

**COMCAST OF MINNESOTA/WISCONSIN, INC.**

**Title: VP, External & Government Affairs**  
**Date:** 12/17/14
ATTACHMENT 1

EXAMPLE OF UNBUNDLING SERVICE AND EQUIPMENT RATES

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<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital Adapter Service</td>
<td>11/09 - 12/06</td>
<td>$1.99</td>
</tr>
<tr>
<td>Additional Outlet Service Includes Adapter $</td>
<td></td>
<td>$0.50</td>
</tr>
</tbody>
</table>

Exhibit B

RESOLUTION NO. 12-4-14

A RESOLUTION CONDITIONALLY GRANTING THE CONSENT
TO THE TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISE
AND CABLE TELEVISION SYSTEM FROM
COMCAST CORPORATION TO GREATLAND CONNECTIONS, INC.

WHEREAS, the South Washington County Telecommunications Commission
(“SWCTC”), is a Minnesota Statutes Chapter 238 Joint Powers Commission (comprised of the
municipalities of Cottage Grove, Grey Cloud Island, Newport, St. Paul Park, and Woodbury,
Minnesota); and

WHEREAS, Comcast of Minnesota/Wisconsin, Inc., (“Franchisee”) holds a franchise
(the “Franchise”) to operate a cable television system (the “System”) in the SWCTC area
pursuant to a franchise ordinance (the “Franchise Ordinance”); and

WHEREAS, Section 10.5.1 of the Franchise Ordinance requires the SWCTC’s prior
cconsent to a fundamental corporate change, including a merger or a change in Franchisee’s
parent corporation; and

WHEREAS, the SWCTC’s Joint Powers Agreement includes the power to administer
and enforce the Franchise; and

WHEREAS, after a series of transfers, Comcast of Minnesota, Inc., was approved by the
SWCTC as the Franchise holder, pursuant to prior transfer resolutions (the “Prior Transfer
Resolutions”). The Prior Transfer Resolutions, the Franchise, the Franchise Ordinance, and the
Franchise Settlement Agreement together with any applicable resolutions, codes, ordinances,
acceptances, acknowledgments, guarantees, amendments, memoranda of understanding, social
contracts and agreements, are collectively referred to as the “Franchise Documents;” and

WHEREAS, Comcast of Minnesota/Wisconsin, Inc., is an indirect, wholly-owned
subsidiary of Comcast Corporation (“Comcast”); and

WHEREAS, Comcast, as the ultimate parent corporation of Franchisee, has agreed to
divest and transfer the Franchise and Cable System to Midwest Cable, Inc., in a process
described in the Transfer Application (the “Proposed Transaction”); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest
Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this
Resolution, the transfer applicant will be referred to as “GreatLand” throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the
SWCTC on June 18, 2014, together with certain attached materials, which documents more fully
describe the Proposed Transaction and which documents, with their attachments, contain certain
promises, conditions, representations and warranties (the “Transfer Application”); and

WHEREAS, under the Proposed Transaction, the Franchise and Cable System will stay with Franchisee, and its ultimate parent company will be GreatLand; and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the SWCTC; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the SWCTC, including directing the representativeness of the SWCTC to publicly filed and available information, and information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

WHEREAS, the SWCTC reviewed the Transfer Application and considered all applicable and relevant factors; and

WHEREAS, in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc., Comcast, and GreatLand, to the SWCTC, the SWCTC is willing to grant consent to the Proposed Transaction, so long as those representations are complete and accurate; and

WHEREAS, the SWCTC’s approval of the Proposed Transaction is therefore appropriate if the Franchisee will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH WASHINGTON COUNTY TELECOMMUNICATIONS COMMISSION AS FOLLOWS:

Section 1. The SWCTC’s consent to and approval of the Transfer Application is hereby GRANTED in accordance with the Franchise Ordinances, subject to the following conditions:

1.1 Neither the Franchise, nor any control thereof, nor the System, nor any part of the System located in any municipal public rights-of-way in the SWCTC area or on municipal property, shall be assigned or transferred, in whole or in part, without filing a written application with the SWCTC and obtaining prior written approval of such transfer or assignment, but only to the extent required by applicable law.

1.2 The SWCTC’s approval of the Transfer Application is made without prejudice to, or waiver of, its and/or the SWCTC’s right to fully investigate and consider during any future franchise renewal process: (i) Franchisee’s financial, technical, and legal qualifications; (ii) Franchisee’s compliance with the Franchise Documents, except as set forth in the Franchise Settlement Agreement; and (iii) any other lawful, relevant considerations.
1.3 The SWCTC’s approval of the Transfer Application is made without prejudice to, or waiver of, any right of the SWCTC to consider or raise claims based on Franchisee’s defaults, any failure to provide reasonable service in light of the community’s needs, or any failure to comply with the terms and conditions of the Franchise Documents, or with applicable law, except as set forth in the Franchise Settlement Agreement.

1.4 Subject to the Franchise Settlement Agreement, the SWCTC waives none of their rights with respect to the Franchisee’s compliance with the terms, conditions, requirements and obligations set forth in the Franchise Documents and in applicable law. The SWCTC’s approval of the Transfer Application shall in no way be deemed a representation by the SWCTC that the Franchisee is in compliance with all of its obligations under the Franchise Documents and applicable law.

1.5 After the Proposed Transaction, GreatLand and Franchisee will be bound by all the commitments, duties, and obligations, present and continuing, embodied in the Franchise Documents and applicable law. The Proposed Transaction will have no effect on these obligations.

1.6 GreatLand shall provide an executed written certification in the form attached hereto within thirty (30) days after consummation of the Proposed Transaction, guarantying the full performance of the Franchisee. GreatLand shall provide the SWCTC with written notification that the Proposed Transaction closed within ten (10) days after the closing;

1.7 GreatLand will comply with any and all conditions or requirements applicable to GreatLand set forth in all approvals granted by federal agencies with respect to the Proposed Transaction and Transfer Application (including any conditions with respect to programming agreements), such conditions or requirements to be exclusively enforced at the federal level;

1.8 GreatLand shall provide a written guarantee in the form attached hereto within thirty (30) days of the effective date of this Resolution specifying that subscriber rates and charges in the SWCTC area will not increase as a result of the costs of the Proposed Transaction;

1.9 After the Proposed Transaction is consummated, GreatLand and Franchisee will continue to be responsible for all past acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) Franchise renewal to the same extent and in the same manner as before the Proposed Transaction, subject to the terms of the Franchise Settlement Agreement.

1.10 Nothing in this Resolution amends or alters the Franchise Documents or any requirements therein in any way, and all provisions of the Franchise Documents remain in full force and effect and are enforceable in accordance with their terms and with applicable law.

1.11 The Proposed Transaction shall not permit GreatLand and Franchisee to take any position or exercise any right with respect to the Franchise Documents and the relationship
thereby established with the SWCTC that could not have been exercised prior to the Proposed Transaction.

1.12 GreatLand assures that it will cause to be made available adequate financial resources to allow Franchisee to meet its obligations under the Franchise Documents, including without limitation operational and customer service requirements.

1.13 The SWCTC is not waiving any rights it may have to require franchise fee payments on present and future services delivered by GreatLand or its subsidiaries and affiliates via the cable system;

1.14 The SWCTC is not waiving any right it may have related to any net neutrality, open access, and information services issues;

1.15 Receipt of any and all state and federal approvals and authorizations;

1.16 Actual closing of the Proposed Transaction consistent with the transfer application; and

Section 2. If any of the conditions or requirements specified in this Resolution are not satisfied, then the SWCTC’s recommended consent to, and approval of, the Transfer Application and Proposed Transaction is hereby DENIED and void as of the date hereof.

Section 3. If any of the written representations made to the SWCTC in the Transfer Application proceeding by (i) Comcast of Minnesota, Inc., (ii) Comcast or (iii) GreatLand, (iv) any subsidiary or representative of the foregoing prove to be materially incomplete, untrue or inaccurate in any material respect, it shall be deemed a material breach of the Franchise Documents and applicable law, and subject to the remedies contained in the Franchise Documents and applicable law.

Section 4. This Resolution shall not be construed to grant or imply the SWCTC’s consent to any other transfer or assignment of the Franchises or any other transaction that may require the SWCTC’s consent under the Franchise Ordinances or applicable law. The SWCTC reserve all their rights with regard to any such transactions.

Section 5. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 6. The transfer of control of the Franchise from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

Section 7. This Resolution shall be effective immediately upon its adoption by the SWCTC.
Adopted by the South Washington County Telecommunications Commission this 4th day of December, 2014.

Wendy Chretien, Chair

ATTEST:

Fran Hemmesch, Administrator
GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, Inc., the Franchisee, upon closing of the proposed transaction (as defined in the South Washington County Telecommunications Commission Resolution No. 2017-74) certifies that it has sufficient financial resources and will at all times make available all necessary financial resources to ensure that the Franchisee has the capability to operate and maintain the System in accordance with the Franchise and applicable laws, regulations, codes and standards, and to fully comply at all times with the Franchise, and applicable laws, regulations, codes and standards and guarantees such performance. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of ____________________.

GreatLand Connections, Inc.

By: ____________________
Name: ____________________
Title: ____________________

Address:
GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in the South Washington County Telecommunications Commission Resolution No. 2-4-14), guarantees that rates and charges for cable service offered by ________________, the Franchisee in the SWCTC, will not increase as a result of the cost of the proposed transaction. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of ________________.

GreatLand Connections, Inc.,

By: ________________

Name: ________________

Title: ________________

Address:
ORDINANCE NO. 12-4-14

CABLE TELEVISION FRANCHISE ORDINANCE AMENDMENT

The South Washington County Telecommunications Commission (the "Commission") ordains as follows:

Section 1. Section 2.4, entitled "Franchise Term" of the Commission's Cable Television Franchise Ordinance (Ord. No. ____), shall be amended as follows:

4. Franchise Term. Pursuant to the Franchise Settlement Agreement dated December 4, 2014, this Franchise shall be in effect through December 31, 2020 for a period of fifteen (15) years, such term commencing on the Effective Date specified herein, unless sooner renewed, revoked or terminated as herein provided.

Section 2. This Ordinance shall be effective upon the acceptance of Comcast of Minnesota/Wisconsin, Inc.

Passed and adopted this 4th day of December, 2014.

Attest: 

By: ____________________________ By: ____________________________

Its: ____________________________ Its: ____________________________

SOUTH WASHINGTON COUNTY TELECOMMUNICATIONS COMMISSION

ACCEPTED: This Cable Television Franchise Ordinance Amendment is accepted and we agree to be bound by its terms and conditions.

COMCAST OF MINNESOTA/WISCONSIN, INC.

Dated: 12/17/14

By: ____________________________

Its: ____________________________