

TRANSFER AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY
WASHINGTON SUBURBAN CABLE COMMISSION, COMCAST OF MINNESOTA, INC.
AND MIDWEST CABLE, INC.

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of Maplewood, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement (the “Franchise Documents”); and

WHEREAS, the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

WHEREAS, the Franchise requires the Franchisor’s prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

WHEREAS, Comcast of Minnesota, 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 Franchisee, following its conversion to a limited liability company, 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 RWSCC 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 ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

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

WHEREAS, the Franchisee has agreed it 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, and Franchisee agrees that it will continue to be so responsible.

WHEREAS, the parties have reached agreement on other terms and conditions under which the Application may be approved, subject to and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand to the Franchisor, RWSCC and their representatives.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. This Agreement shall only be effective as to those communities which grant the Transfer Application in a form substantially similar to the attached to this Agreement. This Agreement shall be dated February 15, 2015 for purposes of identification.

Section 2. The parties agree:

- a) The Franchise is extended through and including July 1, 2018.
- b) Paragraph 10 of the "Settlement Agreement Regarding PEG Capacity" is amended so that the reference to January 1, 2016 is changed to July 1, 2018.
- c) Paragraph 2 of the "Settlement Agreement Regarding PEG Capacity" is amended to read as follows: "Comcast will make available a second HD PEG channel conditioned upon the Commission affirming in writing that it has ready and available a minimum of 100 hours of locally produced HD content that has not been carried on the existing HD channel. On or after January 1, 2017, the Commission may request the launch of a third HD PEG channel in exchange for the discontinuance of one (1) standard definition PEG channels of the Commission's choosing. The Commission shall affirm in writing that it has ready and available sufficient locally produced HD PEG programming not already carried on the other two HD PEG channels so as to be able to program at least 6 hours per day with non-character generated HD PEG programming.
- d) Franchisee will correct any safety code issues identified to it by the Commission as of January 31, 2015 and identify the results of its work to the Commission. Comcast will complete this review and the corrective actions by March 31, 2015.
- e) Franchisee has been in discussions with Lake Elmo and will promptly reach agreement on the timing and details of a Comcast line extension of its system without charge to the customers or Franchisor, without regard to whether density requirements in the Franchise are satisfied, as to The Sanctuary Development in Lake Elmo. Further, Comcast will promptly commence discussions with Grant regarding the timing of line extensions along the following routes which extension shall also be made without charge to customers or Franchisor, without regard to whether density requirements in the Franchise are satisfied: 105th Street between Jamaica Av N and Inwood Av N; and Inwood Av N between 105th St and 110th Street. Absent a finding of unusual costs, construction shall commence in a reasonable time period. Franchisee may continue to charge for drop costs for drops

whose length from the nearest right of way to the customer premises exceed standard installations, as provided in the Franchise.

- f) Franchisee will pay Commission \$15,000 in connection with issues surrounding the transfer application. This amount is not and may not be treated as a franchise fee.
- g) Franchisee shall pay the Commission \$47,610.16 in past-due franchise fees and penalties arising out of a review it conducted of its allocation of revenues from its HD Service Bundles and the omission of the HD Technology Fee from the revenue allocations in certain of those packages from 2012 through 2014. This payment will be made within 30 days of the approval of effective date of this agreement.
- h) GreatLand warrants that nothing about the Transition Services Agreement with Comcast or the Charter Services Agreement, including the 4.25% fee thereunder, or the relationships created by those agreements, shall be used to reduce the franchise fees otherwise due under the Franchise Documents for cable services provided in any RWSCC community, such that franchise fees cannot be evaded by virtue of those agreements. Within 30 days after closing the Proposed Transaction, GreatLand shall provide a copy of the Charter Services Agreement and Comcast Transition Agreement, subject to reasonable confidentiality protections as necessary.
- i) GreatLand and Franchisee warrant that for so long as (1) Franchisee is under the ultimate control of GreatLand and (2) the current franchise agreement remains in effect, Franchisee will continue the same franchise fee offset practices as have been followed by the Franchisee during the fourth quarter of 2014. Should a Franchisor grant a competing cable service or video service franchise that is not subject to franchise fee offset limitations as specified herein, this Section 1.9 shall terminate on the date of such franchise grant as to such Franchisor.
- j) GreatLand assures that it will cause to be made available adequate financial resources to allow Franchisee to meet its obligations under the Franchise, including without limitation, customer service standards in the franchise and under federal law, build out obligation, PEG funding, and all other financial obligations in the Franchise.
- k) Each Franchisor is only approving the transfer of control to Midwest Cable, Inc. No other transaction is approved, and any other transaction that is subject to approval under the franchise or cable ordinance, whether or not contemplated in the application, shall require Franchisor approval.
- l) Each Franchisor's approval of the Transfer Application is made without prejudice to, or waiver of, its and/or the Franchisor's right to fully investigate and consider during any future franchise renewal process: (i) Franchisee's financial, technical, and legal qualifications; (ii) Franchisee's and Franchisee's compliance with the Franchise; and (iii) any other lawful, relevant considerations.
- m) Each Franchisor's approval of the Transfer Application is made without prejudice to, or waiver of, any right of the Franchisor to consider or raise claims based on Franchisee's or 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.

- n) Each Franchisor waives none of its rights with respect to the Franchisee's compliance with the terms, conditions, requirements and obligations set forth in the Franchise and in applicable law. A Franchisor's approval of the Transfer Application shall in no way be deemed a representation by the Franchisor that the Franchisee is in compliance with all of its obligations under the Franchise and applicable law. GreatLand warrants that Franchisee will be able to comply with all the terms and conditions of those agreements, including provisions requiring production of documents, maintenance of records and system monitoring.
- o) 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. Likewise, the Proposed Transaction will have no effect on any other agreement with any Franchisor or RWSCC now in force or which must be accepted as a condition of the approval hereunder.
- p) 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 Commission with written notification that the Proposed Transaction closed within ten (10) days after the closing;
- q) 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, however nothing in this paragraph is intended to create or grant any Franchisor or the Commission authority to enforce the conditions that it would not otherwise have.
- r) GreatLand shall provide a written guarantee in the form attached hereto within thirty (30) days of consummation of the Proposed Transaction specifying that subscriber rates and charges in the Franchise area will not increase or services be reduced as a result of the costs of the Proposed Transaction. GreatLand's current projections do not require it to increase cable rates, or decrease cable services, in order to perform its obligations under the Franchise Documents, other than those changes made in the ordinary course of business. It will not contend that Franchisee is entitled to any relief from obligations (under the Cable Act's commercially impracticable standard or otherwise) based on the failure of any financial assumption related to the Proposed Transaction to materialize.
- s) 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.
- t) Except as specifically provided herein, nothing in this Agreement amends or alters the Franchise Documents or any requirements therein or in any agreement between Franchisor and Franchisee in any way, and all provisions of the same remain in full force and effect and are enforceable in accordance with their terms.

- u) The Proposed Transaction shall not permit GreatLand and Franchisee to take any position or exercise any right with respect to the Franchise and the relationship thereby established with a Franchisor or the Commission that could not have been exercised prior to the Proposed Transaction.
- v) Approval is conditioned upon receipt of any and all state and federal approvals and authorizations required for the Proposed Transaction.
- w) The terms and conditions on which the Proposed Transaction closes may not be materially different from the terms and conditions presented to Franchisor as part of the Form 394 application, as amended by subsequent information and representations provided to or made available to the Franchisor directly or by identified public links to such information.
- x) Approval of the transfer does not constitute an endorsement of any of the terms of the Charter Service Agreement or Transition Services Agreement, and the same do not excuse performance under the Franchise Documents.
- y) In the event GreatLand were to file for Bankruptcy, GreatLand acknowledges that PEG fees and franchise fees are administrative priority claims, and each Franchisor shall have all of the protections available to the maximum extent allowed under federal bankruptcy law to the continued performance by Franchisee under the Franchise, including the payment of franchise fees and the right to review and approve any transfer or change in control over the Franchisee.

Section 3. If any of the conditions or requirements specified in this Agreement are not satisfied, such failure shall be deemed a material breach of the Franchise Documents and applicable law, and subject to revocation and other remedies contained in the Franchise Documents and applicable law.

Section 4. If any of the written representations made to the Franchisor or its representatives in the Transfer Application proceeding by (i) Franchisee, (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 revocation and to other remedies contained in the Franchise Documents and applicable law.

Section 5. This agreement shall be governed by the laws of Minnesota.

Section 6. This agreement is binding on each party's successors and assigns.

Section 7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Midwest Cable, Inc.

By: _____
Name: _____
Title: _____
Date: _____

City of Mahtomedi

By: _____
Name: _____
Title: _____
Date: _____

Comcast of Minnesota, Inc.

By: _____
Name: _____
Title: _____
Date: _____

City of Maplewood

By: _____
Name: _____
Title: _____
Date: _____

City of Birchwood Village

By: _____
Name: _____
Title: _____
Date: _____

City of North St. Paul

By: _____
Name: _____
Title: _____
Date: _____

City of Dellwood

By: _____
Name: _____
Title: _____
Date: _____

City of Oakdale

By: _____
Name: _____
Title: _____
Date: _____

City of Grant

By: _____
Name: _____
Title: _____
Date: _____

City of Vadnais Heights

By: _____
Name: _____
Title: _____
Date: _____

City of Lake Elmo

By: _____
Name: _____
Title: _____
Date: _____

City of White Bear Lake

By: _____
Name: _____
Title: _____
Date: _____

White Bear Township

By: _____
Name: _____
Title: _____
Date: _____

City of Willernie

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1
Form of Guaranty of Performance

GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, LLC, the Franchisee, upon closing of the proposed transaction (as defined in Resolution No. _____) 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:

Attachment 2
Form of Guaranty Regarding Rates

GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in Resolution No. _____), guarantees that rates and charges for cable service offered by Comcast of Minnesota, LLC, the Franchisee in the Franchisor, 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, Comcast of Minnesota, LLC.

EXECUTED as of _____.

GreatLand Connections, Inc.,

By: _____

Name: _____

Title: _____

Address:

RESOLUTION NO. 2015-11

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

WHEREAS, Lake Elmo, Minnesota, (“Franchisor”) is a Municipal Corporation; and

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in Lake Elmo, pursuant to a franchise agreement, a March 9, 1995 Memorandum of Understanding, and the April 10, 2014 Settlement Agreement (the “Franchise Documents”); and

WHEREAS, the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

WHEREAS, Section 10.5 of the Franchise requires the Franchisor’s prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

WHEREAS, Comcast of Minnesota, 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 Franchisee, following its conversion to a limited liability company, 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 Franchisor 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 ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Franchisor or by the Ramsey Washington Suburban Cable Commission, including directing the representatives of the Franchisor to publicly filed and

available information, and information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

WHEREAS, Franchisee and GreatLand have signed a Transfer Agreement, dated for purposes of identification February 15, 2015, (the “Transfer Agreement”) binding on each of them, which sets forth certain agreements, guaranties, warrantied and conditions;

WHEREAS, based on that agreement, and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand, to the Franchisor, RWSCC recommended, and Franchisor is willing to grant consent to the Proposed Transaction, so long as those representations are complete and accurate and the agreement becomes fully enforceable; and

WHEREAS, subject to the foregoing, the Franchisor’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, and Franchisee has agreed that it will continue to be so responsible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE ELMO AS FOLLOWS:

Section 1. The Mayor or City Administrator are authorized to sign that certain Transfer Agreement on behalf of Franchisor

Section 2. The Franchisor’s consent to and approval of the Transfer Application is hereby GRANTED in accordance with the Franchise, subject to the terms and conditions of the Transfer Agreement.

Section 3. This Resolution shall not be construed to grant or imply the Franchisor’s consent to any other transfer or assignment of the Franchise or any other transaction that may require the Franchisor’s consent under the Franchise Ordinances or applicable law. The Franchisor reserves all its rights with regard to any such transactions.

Section 4. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 5. The transfer of control of the Franchisee and Franchisee from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

Passed and duly adopted this 24th day of February 2015 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk
Transfer Agreement