

**PEG SUPPORT AGREEMENT BETWEEN
COMCAST OF MINNESOTA, INC. AND
NORTH SUBURBAN ACCESS CORPORATION**

WHEREAS, Comcast of Minnesota, Inc. (“Comcast”) provides cable television services under a franchise granted by each member city of the North Suburban Communications Commission (“NSCC”) (the “2017 Franchise”);

WHEREAS, the North Suburban Access Corporation (“NSAC”) is a non-profit organization designated by the NSCC and its member cities to operate and program PEG access channels provided to the member cities by Comcast pursuant to the 2017 Franchise;

WHEREAS, under Section 6 of the 2017 Franchise, Comcast is obligated to pay the NSCC and/or its member cities a PEG Capital Support Fee;

WHEREAS, the Section 6 of the 2017 Franchise also provides that if Comcast provides PEG funding through a sponsorship agreement directly to the NSAC, all such funding shall be offset from the payment due under Section 6 of the 2017 Franchise;

WHEREAS, in recognition of the historical PEG funding model in the member cities of the NSCC and the history of significant PEG operations in the community, to resolve any remaining obligations and disputes arising out of the 1994 Memorandum of Understanding, and to conclude the formal franchise renewal process, Comcast desires to enter into this Agreement with NSAC;

THEREFORE, Comcast and NSAC agree as follows:

1. Commencing with January 1, 2018, Comcast shall provide the NSAC with PEG funding for any lawful purpose, including the continued use until the 2017 Franchise renews allowed under the MOU dated November 3, 1994, in an amount of 3% of cable service gross revenues as defined in the 2017 Franchise Section 6. The funding shall be paid on the schedule set forth in Section 6 of the 2017 Franchise.
2. In consideration for the PEG funding, NSAC agrees that Comcast’s sponsorship of PEG programming in the NSCC member cities will be acknowledged in a manner similar to public television or public radio support acknowledgements, including periodic acknowledgments during the programming day on the PEG Channels, on NSAC managed web pages, and newsletters, brochures or similar promotional materials provided to the public. The acknowledgment shall be similar to: “Public access, educational, and governmental programming made possible in part by funding provided by Comcast.” or as otherwise approved by Comcast.
3. It is the intent of Comcast, and it is the understanding of NSAC, and NSCC that the full amount of the payments hereunder shall be credited against the amount owed under

Section 6 of the 2017 Franchise and may be recoverable by Comcast as a pass-through on subscriber bills. Under no circumstances shall Comcast be obligated to pay both the fee set forth in Paragraph 1 of this Agreement and the PEG Capital Support Fee in Section 6 of the 2017 Franchise. If pursuant to any change of law or court ruling Comcast is unable to recover the payments required under this Agreement, Comcast will provide prompt notice of such change in law or ruling to the NSAC and NSCC, the obligations under this Agreement shall terminate, and the parties will promptly meet to discuss lawful alternatives.

4. This Agreement shall run contemporaneously with the term of the 2017 Franchise and while such franchise is extended pending renewal negotiations. This Agreement shall not extend beyond the time the 2017 Franchise is in effect. Any subsequent grant of a franchise renewal shall not automatically extend the obligations under this Agreement, but rather must be the subject of negotiations and a new agreement at that time. Nothing about this Agreement shall obligate Comcast to continue with a similar agreement after the expiration of the 2017 Franchise.
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.
6. 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.
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 confers no rights upon third parties to seek enforcement of its terms or to assert any claims as third-party beneficiaries of this Agreement.

Agreed to an executed by:

North Suburban Access Corporation

Comcast of Minnesota, Inc.

By: _____

By: _____

Dated: _____

Dated: _____

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