



One Comcast Center
Philadelphia, Pennsylvania 19103

October 1, 2014

Mr. Daniel Carlton
Manager
Georgetown Charter Township
1515 Baldwin Street
Jenison, MI 49428

Dear Mr. Carlton:

This is a Letter Agreement ("Letter Agreement") between Georgetown Charter Township, Michigan ("Franchising Authority") and Franchisee¹ for cable system PEG commitments.

Franchisee provides cable service in the Franchising Authority and the communities listed on Exhibit A. Franchisee, the Franchising Authority and the communities listed on Exhibit A have engaged in discussions to resolve certain franchise renewal related issues, with the discussions being prompted by the proposed transfer of control of the Franchisee to a new entity, Midwest Cable, Inc.

The parties have agreed to resolve their differences on renewal and the transfer of control in a manner consistent with the terms of this Letter Agreement. Franchisee is entering into a letter agreement with each of the communities listed on Exhibit A which contains the same material terms and conditions as this Letter Agreement.

Concurrent with this letter, the parties are signing a Uniform Video Services Local Franchise Agreement ("UVSLFA") with a mutually agreed to 1% PEG fee (and the Franchising Authority electing a 5% franchise fee) which will be effective as of November 1, 2014.

The Franchisee has agreed to enter into this Letter Agreement to memorialize certain additional enforceable commitments related to public, educational and governmental ("PEG") programming, to take effect on the effective date of the UVSFLA referenced above. This Letter Agreement therefore sets forth the Franchisee's additional PEG commitments and other elements of the parties' agreement, which are not otherwise covered by the UVSLFA and PA 480 of 2006 ("PA 480"), as follows:

¹ Comcast of California/Massachusetts/Michigan/Utah, LLC.

1. PEG Channel Placement. The Franchisee will place and maintain all PEG channels carried on the cable system on the lowest-priced tier of service, and to the extent commercially reasonable, grouped consecutively together. If the Franchisee needs to relocate any PEG channel, the Franchisee shall do so only on commercially reasonable grounds after providing reasonable advance notice to the Franchising Authority of not less than 60 days. The commitment contained in this provision shall be in addition to any other PEG channel placement requirements imposed by applicable law. In the event of any conflict between the PEG channel placement requirements imposed by this provision and those imposed by applicable law or contracts with other programmers (for example a national contract with a programmer requiring uniform channel placement across all cable systems), the provisions of applicable law or those contracts shall prevail.
2. PEG Channels, Allocation. There are currently five (5) PEG channels activated and in use in the Franchising Authority, as listed with their operator and signal origination point on Exhibit A. The Franchising Authority has requested and the Franchisee has agreed to continue to provide these channels (and to provide an additional, sixth channel, as set forth below). The Franchising Authority may at any time on six (6) months' notice to the Franchisee allocate or reallocate the usage of the PEG channels among and between different uses and operators. The Franchising Authority will reimburse the Franchisee for the costs of any such change set forth in this section.
3. Signal Input Points²/Remote Signal Input Points³. Franchisee shall construct and activate new PEG Signal Input Points and Remote Signal Input Points within the geographical limits of the Franchisee's service area in the municipalities listed on Exhibit A within 180-days of advance written notice from the Franchising Authority of the location of such new PEG Signal Input Point/Remote Signal Input Point. All costs associated with the construction of such PEG Signal Input Point/Remote Signal Input Points, including the costs of any necessary equipment and activation costs, shall be paid by the Franchising Authority. The Franchisee shall continue to provide the existing Signal Input Points (listed on Exhibit A) and Remote Signal Input Points (including those listed on Exhibit A) without charge.
4. Digital Upgrade. To enhance PEG signal quality, the Franchising Authority has requested and agreed to pay the Franchisee to upgrade PEG signal transport for the WCET (government and public access) PEG Channel to an all-digital fiber connected transport. This will require the replacement of the analog signal processing matrix switch in Franchisee's Grand Rapids headend with a digital counterpart, replacement of all the analog point to point transport, additions of encoders at the source locations, and fiber builds to eliminate any coax or institutional network connections. Franchising Authority and Franchisee agree to identify

² "Signal Input Points" refer to the facilities which connect the permanent studios (or equivalent) of operators of PEG Channels to the cable system and thus provide the connection by which such operators provide their programming to the Franchisee for immediate retransmission to subscribers.

³ "Remote Signal Input Points" are signal input points for PEG Channel programming that are used intermittently (but repeatedly) from the same location, such as to transmit programming from Calder Plaza, a community center, a high school football field or the like to a PEG studio or to the matrix switcher.

specific signal input locations, timetables for construction of improvements and review cost estimates and cost allocations, with the communities listed on Exhibit A and other parties if necessary.

5. PEG Program Switching.

- a. There is currently a "matrix switcher" located at the Franchisee's head end which has been paid for by area municipalities. In general it allows programming to be exchanged (switched) between PEG studios listed on Exhibit A or transmitted live from different locations onto the cable system on a PEG channel (it is often used for this purpose for the Live Wire channel).
- b. Subject to the Franchising Authority's payment (individually or in combination with other municipalities listed on Exhibit A) of the Franchisee's costs, Franchisee shall continue to provide such switcher, with the Franchising Authority or other municipalities listed on Exhibit A being responsible for all functions associated with the actual switching of PEG programming.
- c. At the Franchising Authority's direction (individually or in combination with other municipalities listed on Exhibit A), Franchisee will install new, upgraded or replacement matrix switchers or comparable switching equipment in the cable system's headend, with the Franchising Authority (individually or in combination with other municipalities listed on Exhibit A) paying the costs associated with any such new, upgraded or replacement switching equipment

6. Interconnection. The provisions of PA 480 will govern any interconnection between Franchisee's cable system and any other cable system necessary to obtain PEG channels from Signal Input Points so as to effectuate this Letter Agreement. For the Franchising Authority, this means that the Franchisee will continue to provide without charge the current interconnection with Charter Cable necessary to obtain the signal for WCET.

7. Reimbursement and Offsets for Certain PEG Capital Projects.

- a. The Franchising Authority will reimburse Franchisee for PEG capital costs incurred by the Franchisee for projects under this Letter Agreement prior to commencement of improvements unless a project would cause financial hardship on the Franchising Authority and Franchisee agrees to allow reimbursement, plus interest, over time from future PEG fees collected. Franchisee agrees to use reasonable efforts to accommodate such special requests but will not be required to forgo reimbursement for longer than two years, or for an amount that exceeds 50% of the estimated annual PEG fee payment for the Franchise Authority(ies) involved. For any capital projects under this Letter Agreement involving multiple Franchising Authorities, such involved Authorities will reach agreement on cost allocation prior to submitting a request for extended reimbursement. Likewise, Franchisee will provide Franchise Authority with estimates for costs it expects to

incur and estimates for future offsets, inclusive of interest (prime plus 2%) for the offset periods.

- b. For purposes of activating the sixth channel under Section 8 below, Franchisee and the Franchising Authorities identified in Exhibit A (the "Parties") agree that Plainfield Township is responsible for 50% of the costs and the remaining fourteen Franchising Authorities will share pro rata the costs of activating the channel. The Parties further agree that for purposes of paying for the activation of the sixth channel, Franchisee will offset its costs from PEG fees collected as follows:
 - i. From Ada, Byron, Grattan and Plainfield Townships: PEG fees collected commencing November 1, 2014 through no later than December 2015;
 - ii. From the remaining eleven Franchising Authorities: The final true-up from the legacy franchise for the period covering January 2014 through October 2014, payable on or about December 15, 2014 pending Franchisee's receipt of necessary data regarding payments made by a competitive provider. Should the true-up not satisfy amounts owed, the remaining Franchising Authorities or their designee(s) will reimburse Franchisee directly for any balance.

8. Activation/Programming for Sixth PEG Channel.

- a. Franchisee currently makes available five PEG channels to the Franchising Authority and the communities listed on Exhibit A. Franchisee will promptly activate a sixth PEG channel on its cable system for all the communities listed in Exhibit A. Subject to subsection b, the programming on such sixth channel shall initially be what is commonly referred to as Rogueview Community TV, which carries Plainfield Township related programming. The Franchising Authority collectively with the other communities listed on Exhibit A shall be responsible to Franchisee for all costs associated with the activation of the sixth PEG channel.
- b. Upon satisfaction of the reimbursement and offset requirements specified in Section 7 of this Agreement, Franchisee will commence the process to activate a sixth channel, with a target date of March 15, 2015. If at the time of activation of a sixth PEG channel under this provision or subsequently, the Franchising Authority decides to change the initial programming of the sixth PEG channel to different programming, the parties recognize that this could create complications if Franchisee's node group⁴ boundaries do not correspond with the political boundaries of the Franchising Authority. Franchisee shall work with the Franchising Authority to resolve any technical issues required to transport the

⁴ For purposes of this provision "node groups" is intended to refer to current system engineering, which may not necessarily track political boundaries.

requested programming on the sixth PEG channel, and shall implement the change in programming upon the Franchising Authority's payment of any costs associated with the change.

9. Miscellaneous.


- a. The commitments outlined in this Letter Agreement are contingent upon the parties signing the UVSLFA with a 1% PEG fee. The Franchising Authority agrees to take any and all actions necessary to accomplish the prompt approval of the UVSLFA without any alterations or amendments other than the franchise fee and PEG fee referenced herein. The UVSLFA shall contain no provision expressly requiring or providing for automatic renewal.
- b. The commitments outlined in this Letter Agreement are further contingent upon the Franchising Authority taking no action that would interfere with the proposed change of control of Franchisee to Midwest Cable, Inc.
- c. This Letter Agreement shall run contemporaneous with, and be effective for, the same Term as is contained in the UVSLFA, after which this Letter Agreement shall expire.
- d. This Letter Agreement shall be binding upon, and inure to the benefit of, the parties, their successors and assigns, including Midwest Cable, Inc., and its affiliates, successors and assigns.
- e. The commitments outlined in this Letter Agreement are further contingent upon Franchisee's receipt of local approvals, such as right of way permits and building and safety related permits, that may be necessary for the fulfillment of any Franchisee commitment hereunder.
- f. Any delay, preemption or other failure to perform caused by factors beyond the parties' control, including without limitation any act of God, labor dispute, war, technical breakdown, riot, government order or regulation, shall not result in a default of this Letter Agreement. Each party shall exercise its reasonable efforts to cure any such delays and the cause thereof, and performance under the terms of this Agreement shall be excused for the period of time during which such factors continues.
- g. This Letter Agreement may not be altered or modified in any way, except in writing duly executed by each of the parties hereto.
- h. The Exhibits to this Letter Agreement are incorporated by reference as if fully set forth herein.

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- i. This Letter Agreement may be executed simultaneously in any number of counterparts, each of which when executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Letter Agreement to produce or account for more than one such counterpart.
- j. This Letter Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Michigan and federal law.

IN WITNESS WHEREOF, each of the parties listed immediately below has executed this Letter Agreement as of the date first written above.

Comcast of California/Massachusetts/Michigan/Utah, LLC

By: 

Tim Collins

Date: October 1, 2014

Georgetown Charter Township, Michigan

By: _____

Printed Name: _____

Date: _____

cc: Jeff Sluggett

EXHIBIT A

LFA	Ch. 24 PA	Ch. 25 PA	Ch. 26 GA	Ch. 27 EA	Ch. 28 EA	6th PEG *
Ada Twp.	LiveWire	GRTV	GRIN	KETA	HETA	RCTV
Alpine Twp.	LiveWire	GRTV	GRIN	KETA	HETA	RCTV
Byron Twp.	LiveWire	BCTV	GRIN	KETA	HETA	RCTV
Cascade Twp.	LiveWire	GRTV	GRIN	KETA	HETA	RCTV
East Grand Rapids	LiveWire	GRTV	GRIN	EGRPS	HETA	RCTV
Gaines Twp.	LiveWire	WKTU	WKTU3	KETA	HETA	RCTV
Georgetown Twp.	LiveWire	WCET	GRIN	KETA	HETA	RCTV
Grand Rapids	LiveWire	GRTV	GRIN	KETA	HETA	RCTV
Grand Rapids Twp.	LiveWire	GRTV	GRIN	KETA	HETA	RCTV
Grandville	LiveWire	WCET	GRIN	KETA	HETA	RCTV
Grattan Twp.	LiveWire	Grattan Twp.	GRIN	KETA	HETA	RCTV
Kentwood	LiveWire	WKTU	WKTU3	KETA	HETA	RCTV
Plainfield Twp.	LiveWire	GRTV	GRIN	KETA	HETA	RCTV
Walker	LiveWire	GRTV	GRIN	KETA	HETA	RCTV
Wyoming	LiveWire	WKTU	WKTU3	KETA	HETA	RCTV

*Proposed.

PEG Programmer	Location
BCTV (Byron Twp. Education Access Television)	8500 Burlingame Avenue SW, Byron Center, MI 49315
EGRPS (East Grand Rapids Public Schools)	2915 Hall Street SE, Grand Rapids, MI 49506
Grattan Twp. (Grattan Cable Television)	12050 Old Belding Road NE, Belding, MI 48809
GRIN (Grand Rapids Information Network)	1 Monroe Center NW, Grand Rapids, MI 49503
GRTV (Grand Rapids Public Access)	713 Bridge Street NW, Grand Rapids, MI 49504
HETA (Higher Education Television Association)	143 Bostwick Avenue NE, Grand Rapids, MI 49503
KETA (K-12 Education Television Association)	143 Bostwick Avenue NE, Grand Rapids, MI 49503
LiveWire (Grand Rapids Public Access)	713 Bridge Street NW, Grand Rapids, MI 49504
RCTV (Rogueview Community Television)	4100 Kroes Street, Rockford, MI 49341
WCET (West Community Education Television)	5037 32nd Avenue, Hudsonville, MI 49426
WKTU (Wyoming-Kentwood Television - Public)	5261 Clyde Park Avenue SW, Wyoming, MI 49509
WKTU3 (Wyoming-Kentwood Television - Gov't)	5261 Clyde Park Avenue SW, Wyoming, MI 49509