

**2015 SETTLEMENT AGREEMENT BETWEEN CITY OF SAINT PAUL, MN
AND COMCAST OF ST. PAUL, INC.**

WHEREAS, Comcast of St. Paul, Inc. ("Comcast") holds a cable system franchise which was granted by the City of Saint Paul, MN ("City") effective July 31, 1998, as modified by certain agreements between the parties ("Franchise") and extended up to and including the present date; and

WHEREAS, Comcast and the City have negotiated the terms of an extended and modified version of said Franchise ("Modified Franchise"), which shall be effective 30 days following approval by the City Council, under which Comcast will be authorized by the City to continue to offer cable television services to residents of the City; and

WHEREAS, during franchise negotiations the City alleged certain noncompliance issues on a variety of obligations related the Institutional Network; PEG programming; underpayment of franchise fees; and failure to meet customer service and reporting requirements; which allegations are disputed by Comcast and

WHEREAS, the City and Comcast desire to resolve these certain noncompliance issues and to otherwise address the matters described herein.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Terms in this Agreement shall have the same meaning as in the Indefeasible Right of Use Agreement between the parties, and if not defined there, the Franchise Agreement, or when effective, the Modified Franchise Agreement.
2. Upon execution of this Agreement, Comcast shall pay \$200,000.00 (two hundred thousand dollars) to the City in settlement of any claims, known or unknown, the City's may have for franchise violations, damages, liquidated damages or offset, and any claims, known or unknown, Comcast may have against the City for damages, liquidated damages or offset through and including the effective date of the Modified Franchise.

The parties agree as part of this settlement that this payment will not be offset from franchise fees or PEG fees.

3. Comcast agrees that this Settlement does not release any obligations it may have with regard to an audit of the payment of franchise fees or PEG fees to the City covering periods after January 1, 2012.
4. Comcast agrees this Settlement does not in any way release any obligations it may have from the date of Comcast's signature below forward under the Franchise, or when effective, the Modified Franchise, including without limitation, obligations it has with respect to the institutional network.

5. This Agreement shall inure to the benefit of, and shall be binding upon the parties' respective successors and assigns; and shall remain governed in all respects by the law of the State of Minnesota.
6. This Agreement shall not be modified or amended, nor any of its terms waived, except in writing and as signed by duly authorized representatives of the parties.
7. The parties have carefully read and understand the effect of this Agreement. Each of the parties has had the assistance of counsel in reviewing and considering all terms and conditions, and has freely and voluntarily entered into this Agreement.
8. The parties agree that this Agreement constitutes a full and final settlement of disputed claims as specified herein.
9. This Agreement shall be effective upon the date when it is executed on behalf of both parties, and payment shall be due within 30 days thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of each party as follows:

COMCAST OF ST. PAUL, INC.

Kevin Bork
Signature and printed name

Region VP Finance
Title

2/23/15
Date

CITY OF SAINT PAUL

Deputy Mayor

Date: _____

Director, Office of Financial Services

Director, Office of Technology

APPROVED AS TO FORM:

Assistant City Attorney