

RESOLUTION NO. 2014-166

CONSENT TO ASSIGNMENT AND CHANGE OF CONTROL

WHEREAS, Comcast of the South ("Franchisee") is the duly authorized holder of a franchise, which, on July 22, 2014, was extended to August 1, 2019 (the "Franchise"), authorizing Franchisee to serve Hardin County, KY (the "Franchise Authority") and to operate and maintain a cable television system therein; and

WHEREAS, Comcast Corporation ("Comcast") is the ultimate parent company of Franchisee; and

WHEREAS, on April 25, 2014, Comcast and Charter Communications, Inc. ("Charter") entered into the Comcast/Charter Transactions Agreement (the "Agreement"), pursuant to which the Franchisee, through a restructuring under Comcast's ownership, will become Midwest Cable of the South, LLC ("New Franchisee") and immediately thereafter will become a wholly-owned subsidiary of Midwest Cable, Inc. ("Midwest Cable") (the "Transaction"); and

WHEREAS, Franchisee has filed an FCC Form 394 with the Franchise Authority with respect thereto; and

WHEREAS, the Franchise Authority has considered and approves of the Transaction subject to the conditions set forth in the body of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

The foregoing recitals are approved and incorporated herein by reference.

1. The Franchise Authority consents to the Transaction contingent on the receipt of required approvals of the Transaction from the Federal Communications Commission and the United States Department of Justice. Said consent does not constitute and shall not be construed to constitute a waiver of any obligations of Comcast and/or New Franchisee under the Franchise.
2. The Franchise Authority confirms that the Franchise is valid and outstanding and in full force and effect. Subject to compliance with the terms of this Resolution, all action necessary to approve the pro forma assignment of the Franchisee and change of control of the New Franchisee to Midwest Cable has been duly and validly taken.
3. Midwest Cable or New Franchisee may (a) assign or transfer its assets, including the Franchise, provided that such assignment or transfer is to an entity directly or indirectly controlling, controlled by or under common control with Midwest Cable; (b) restructure debt or change the

ownership interests among existing equity participants in Midwest Cable; (c) pledge or grant a security interest to any lender(s) of Midwest Cable's assets, including, but not limited to, the Franchise, or of interest in Midwest Cable, for purposes of securing any indebtedness; and (d) sell equity interests in Midwest Cable or any of Midwest Cable's affiliates.

4. Upon closing of the Transaction, New Franchisee agrees to assume and be responsible for any all of the following obligations and liabilities under the Franchise and the Franchise Extension Agreement dated July 22, 2014 and other applicable law.

5. This Resolution shall be deemed effective upon adoption.

6. This Resolution shall have the force of a continuing agreement with New Franchisee, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of New Franchisee and Midwest Cable.

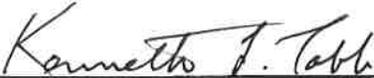
PASSED, ADOPTED AND APPROVED this 25th day of November, 2014.

By: 

Name: Harry L. Berry

Title: Hardin County Judge/Executive

ATTEST:

  
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Clerk

Kenneth L. Tabb  
Hardin County Clerk

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into this 25<sup>th</sup> day of November 2014, by and between Comcast of the South ("Franchisee") and the County of Hardin, Kentucky ("Franchise Authority").

WHEREAS, Comcast of the South ("Franchisee") is the duly authorized holder of a franchise (the "Franchise"), as amended, authorizing Franchisee to serve the County of Hardin, KY (the "Franchise Authority") and to operate and maintain a cable television system therein; and

WHEREAS, Comcast Corporation ("Comcast") is the ultimate parent company of Franchisee; and

WHEREAS, on April 25, 2014, Comcast and Charter Communications, Inc. ("Charter") entered into the Comcast/Charter Transactions Agreement (the "Agreement"), pursuant to which the Franchisee, through a restructuring under Comcast's ownership, will become Midwest Cable of the South, LLC ("New Franchise") and immediately thereafter will become a wholly-owned subsidiary of Midwest Cable, Inc. ("Midwest Cable") (the "Transaction"); and

WHEREAS, the Franchise Authority has considered and will consent to the Transaction subject to the terms of this Settlement Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Franchisee and the City agree as follows:

1. The Franchise is valid and outstanding, and in full force and effect, and there are no existing violations or defaults under the Franchise. Any liability, wrongdoing or error is expressly denied by each party to this Settlement Agreement.
2. Within forty-five (45) days of the Franchising Authority's consent to the Transaction, Franchisee shall make a payment to the Franchise Authority in the amount of \$3,250 to reimburse the Franchise Authority for all reasonable costs and expenses incurred in the review of the Transaction.
3. Franchise Authority consents to the Transaction contingent on the parties' receipt of the required approvals of the Transaction from the Federal Communications Commission, the Securities and Exchange Commission, and the United States Department of Justice, and the payment required in Section 2 above.

4. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be further amended or modified except by a written instrument signed by Franchisee and the Franchise Authority. Nothing herein shall constitute an amendment or modification of the Franchise, or a waiver of any rights held by Franchisee or the Franchise Authority under applicable law.
5. This Settlement Agreement may be executed in counterparts and each counterpart shall be deemed an original instrument, but all such counterparts together shall constitute a single Settlement Agreement.
6. This Settlement Agreement shall be governed in all respects by applicable federal law and the laws of the Commonwealth of Kentucky and venue for all actions relating hereto shall lie in the federal or state courts of Kentucky.
7. All Covenants, representations and obligations contained in the Settlement Agreement are deemed to be material conditions of the Settlement Agreement.

IN WITNESS WHEREOF, each of the parties has executed this Settlement as of the date first written above.

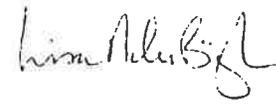
The County of Hardin, KY

Comcast of the South

By: Harry E. Berry  
Hardin County Judge/Executive

By: Lisa Nolan Birmingham

Name: 

Name: 

Date: November 25, 2014

Date: November 17, 2014