

SETTLEMENT AGREEMENT FRANCHISE FEE REVIEW

This Settlement Agreement (the “Settlement Agreement”) is dated this ____ day of _____ 2025, between Comcast of Nashville I, LLC (“Comcast”), and Metropolitan Nashville and Davidson County, TN (“Metro”). Comcast and Metro may be individually referred to hereafter as a “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, the Cable Franchise (“Franchise”) requires Comcast to collect from subscribers and pay to Metro a franchise fee in the amount of five percent (5%) of Comcast’s gross annual revenues from the provision of cable service (the “Franchise Fee”);

WHEREAS, Metro engaged the firm of Ashpaugh & Sculco, CPA’s, PLC (the “Auditor”), to conduct a review of Comcast’s Franchise Fee payments for the period from April 1, 2019 through March 31, 2022 (“Audit Period”);

WHEREAS, Metro has provided Comcast with a copy of a report prepared by the Auditor, dated January 30, 2024 (“Report”), which concludes that Comcast owes \$1,493,311 in additional franchise fees for the audit period;

WHEREAS, due to miscalculations, Metro’s Auditor later amended its Report to provide Comcast with an amended finding on the total amount it alleges Comcast owes, and concluded that Comcast owes \$957,598 in additional franchise fees for the audit period.

WHEREAS, Comcast disputes the findings in the Report in whole or in part and the Parties engaged in communications and settlement negotiations concerning the Report;

WHEREAS, the Parties deem it to be to their mutual benefit to settle all Franchise Fee payment issues for the period between April 1, 2019 and March 31, 2022 (the “Settlement Period”);

WHEREAS, this Settlement Agreement resolves all claims and specifies the terms under which Comcast will pay Metro a total sum of \$260,000 in full settlement of all Franchise Fee payment obligations for the Settlement Period.

NOW THEREFORE, in exchange for the mutual benefits and undertakings described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PAYMENT OF FRANCHISE FEE SETTLEMENT BY COMCAST

Within thirty (30) days of delivery to Comcast of a counterpart original of this Settlement Agreement signed and executed by Metro, Comcast shall electronically transfer to Metro the amount of \$260,000 (“Settlement Payment”).

2. RELEASE OF ALL CLAIMS AND FINAL SATISFACTION AND RELEASE OF PAYMENT OBLIGATIONS

The Parties hereby release and discharge each other from all claims related to Franchise Fee payments for the Settlement Period of April 1, 2019, through March 31, 2022. Payment by Comcast to Metro pursuant to Section 1 hereof shall be deemed full and final satisfaction and release of Comcast's Franchise Fee payment obligations for the Settlement Period.

3. NO WAIVER OF CLAIMS OUTSIDE OF THE SETTLEMENT PERIOD

(a) The Parties mutually agree that this Settlement Agreement controls only the Settlement Period and does not constitute a waiver by either Party of any claim for any period not within the Settlement Period. The Settlement Payment constitutes franchise fees for which Comcast retains its right to recover from subscribers as allowed by law.

(b) The Parties mutually agree that as to the matters in dispute in the Report, neither Party is waiving its future right to assert its positions with respect to the issues in the Report for any audit period other than the Settlement Period.

4. GENERAL PROVISIONS

(a) Each Party covenants and agrees that it will not make, assert, or maintain any claim, demand, action, or cause of action that is discharged by this Settlement Agreement against the other Party; provided, however, that either Party may bring an action against the other Party to enforce this Settlement Agreement.

(b) Each Party represents that it has not conveyed or assigned any claims released by this Settlement Agreement to any third parties. Each Party represents and warrants that it has the power and authority to enter into this Settlement Agreement. Any breach of this Settlement Agreement shall be subject to all remedies available to the Parties under applicable law, whether at law or in equity, and in accordance with applicable provisions for governmental entities, including but not limited to applicable governmental immunities. In addition, any breach of this Settlement Agreement shall be deemed a breach of the Franchise, and shall be subject to all of the remedies available under the Franchise.

(c) The Settlement 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 this Settlement Agreement other than the consideration cited above. There are no contingencies, conditions precedent, representations, warranties, or other agreement, oral or otherwise, regarding settlement between the Parties not stated herein.

(d) The Parties acknowledge that this Settlement Agreement is the product of negotiations between the Parties and does not constitute, and shall not be construed as, an admission of liability on the part of any Party.

(e) This Settlement Agreement shall inure to the benefit of, and shall be binding on, the Parties' respective successors and assigns.

(f) This Settlement 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.

(g) This Settlement Agreement shall be construed and enforced in accordance with the laws of Tennessee without regard to conflicts of law principles. All actions or suits brought hereunder or arising out of this Settlement Agreement shall be brought in the appropriate State or Federal courts in Tennessee, and in no other courts.

(h) This Settlement Agreement shall be effective upon the date when it is executed on behalf of Metro.

(i) All time frames expressed in terms of days shall mean calendar days, and if the time allowed for action required hereunder shall expire on Saturday, Sunday, or holiday as defined by federal law or Tennessee law, then the expiration shall automatically be the next calendar day that is not a Saturday, Sunday, or holiday. All time frames hereunder are agreed to be of the essence.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by duly authorized representatives of each Party on the dates written below.

Metropolitan Government of Nashville
and Davidson County, TN

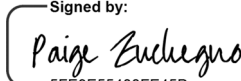
By:  _____
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Name: John Griffey

Title: Director, Information Technology
Services

Date: _____

Comcast of Nashville I, LLC

Signed by:
By:  _____
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Name: Paige Zuchegno

Title: Vice President of Government and
Regulatory Affairs, Comcast

Date: _____

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:


Signed by:

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Jenneen Reed, Director
Department of Finance

Date


APPROVED AS TO INSURANCE
REQUIREMENTS:

DocuSigned by:

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Director of Insurance
Metropolitan Government

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

AB977FA986E6421

Assistant Metropolitan Attorney

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date