

EG CHANNEL PROGRAMMING TRANSFER

This EG Channel Transfer Agreement, effective as of January 20, 2015, between Lincoln College, the City of Lincoln and Comcast of Illinois/ Indiana/ Ohio, LLC ("Comcast").

WHEREAS, the Franchise Agreement between Comcast and the City of Lincoln ("City") requires Comcast to provide an Access/Local Origination Channel ("Channel"); and

WHEREAS, Comcast currently operates the Channel; and

WHEREAS, the City supports the transfer of control of the programming of the Channel from Comcast to Lincoln College, and has agreed said transfer is compliant with the terms of the Franchise Agreement between the City of Lincoln and Comcast; and

WHEREAS, Comcast has agreed to transfer control of the programming of the Channel to Lincoln College;

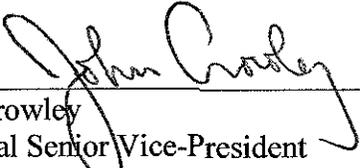
NOW THEREFORE THE PARTIES HAVE AGREED TO TRANSFER THE CONTROL OF THE PROGRAMMING OF THE CHANNEL SUBJECT TO THE CONDITIONS NOTED BELOW:

- 1) Comcast shall provide capacity for the non-commercial Educational and Governmental Access ("EG") Programming through one channel position (the "Channel") on Comcast's Cable System. The EG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time and Section 10 B of the franchise agreement.
- 2) Lincoln College shall be responsible for establishing and thereafter enforcing rules for the non-commercial use of the Channel..
- 3) The building located at the corner of Ottawa and Burlington Streets on the campus of Lincoln College will house the Channel's playback equipment. Comcast will construct a return line or origination point at this location upon reimbursement of construction costs. The construction will be completed on or about May 12, 2014.
- 4) Comcast will transfer at no cost to Lincoln College possession and ownership of the EG equipment used as of the date of this letter for playback of EG programming in the City of Lincoln. Comcast will deliver the equipment to Lincoln College as per the direction of the College. There will be some interruption of EG programming while this takes place. Until this transfer takes place, Comcast will maintain the equipment in good working order, but once the equipment is transferred will have no maintenance obligations.
- 5) Comcast shall not exercise any editorial control over any use of the EG Channel except as permitted by 47 U.S.C. §531(e).

- 6) Comcast does not relinquish its ownership of the Channel capacity by designating it for EG use. However, the EG Access Channel is and shall be operated by Lincoln College unless otherwise directed by the City of Lincoln.
- 7) Provided the EG signal feed is delivered by Lincoln College to the designated signal input point without material degradation, the EG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System.
- 8) Comcast will notify all users of the channel of the transfer to Lincoln College.
- 9) By no later than November 26, 2014 or such time as the playback equipment has been delivered and the origination point established, Lincoln College will assume financial and operational responsibility for the EG playback within the City of Lincoln.
- 10) Comcast will provide Lincoln College with up to three (3) complimentary connections of Limited Basic cable service for the purpose of monitoring the playback of the EG channel on the Comcast cable system. One (1) complimentary connection has already been installed at the location at the location designated by Lincoln College. Lincoln College shall be responsible for any construction costs related to the installation of the complimentary connections, but shall not be responsible for standard installation fees.
- 11) Lincoln College shall include the City of Lincoln Council Meetings in the programming schedule of the EG channel, but shall not have any requirements to videotape the meetings.
- 12) This Agreement shall remain in force until expiration of the Franchise Agreement between the City of Lincoln and Comcast or successor in interest. This agreement may not be terminated without the express approval of all of the parties.
- 13) Comcast shall be responsible for the on-going maintenance of the fiber connection between the Comcast head end and the College and associated transmission equipment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date of the signature of all parties.

Comcast of Illinois/ Indiana/ Ohio, LLC



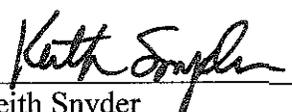
John Crowley
Regional Senior Vice-President
Date: 2/13/15

Lincoln College



John Blackburn
President
Date: 1-26-15

City of Lincoln



Keith Snyder
Mayor
Date: 1/20/15