

Exhibit A Institutional Network Sites

Institutions on this list are currently part of the Institutional Network or shall be added to the Network under the terms noted.

COTTAGE GROVE

*Cottage Grove City Hall	7516 So. 80 th Street
*Cottage Grove Public Works	8635 W. Point Douglas Road
Cottage Grove Fire #1	8183 So. Grange Blvd
Cottage Grove Fire #2	8641 So. 80 th Street
Cottage Grove Ice Arena	8020 So. 80 th Street
Commission Office/Studio	7584 So. 80 th Street
Armstrong Elementary	8855 So. Inwood Avenue
Cottage Grove Jr. High	9775 Indian Blvd
Crestview School	7830 So. 80 th Street
Grey Cloud Elementary	9525 Indian Blvd.
Hillside Elementary	8177 So. Hillside Trail
Pine Hill Elementary	9015 Hadley Avenue
Park High School	8040 80 th Street South

ST. PAUL PARK

St. Paul Park City Hall	600 Portland Avenue
St. Paul Park Public Works	649 5 th Street
Oltman Jr. High	1020 3 rd Street

NEWPORT

Newport City Hall	596 7 th Avenue
Newport Pubic Library	405 7 th Avenue
Newport Elementary	851 6 th Avenue

WOODBURY

Woodbury City Hall	8301 Valley Creek Road
** Department of Public Safety	2100 Radio Drive
***Afton Fire	6301 Upper Afton Road
***Thames Road Fire	6975 Thames Road
***Fox Run Fire	1275 Woodbury Place
**City Center, which includes Washington County Library, Parks/Rec and Amphitheater	Central Park Place
*** Bielenberg Sports Center	4125 Tower Drive
*** Eagle Valley Golf Course	2600 Double Eagle Valley
Bailey Elementary	4125 Woodlane Drive
Lake Junior High	3133 Pioneer Drive
Middleton Elementary	9105 Lake Road
Royal Oaks School	7335 Steepleview Rd
Woodbury Elementary	1251 School Drive

Woodbury Senior High
Woodbury Junior High

2665 Woodlane Drive
1425 School Drive

- * Company will run dark fiber between these two locations.
- ** Company will run 12-count dark fiber in City-owned conduit between these two locations.
- *** "New I-Net" Sites -- Company will extend I-Net service to these locations upon agreement that Member City or institution shall pay Actual Cost of construction.

Exhibit B

South Washington County I-Net Performance Standards

Upon completion of the Institutional Network upgrade specified in Section 7 of this Franchise, the Institutional Network shall at all times meet or exceed the following performance standards:

I. HFC-Based Institutional Communications

- A. Transmissions on the I-Net shall comply with the following performance standards (combined upstream and downstream performance):
1. Carrier to noise ratio = 45 dB or better.
 2. Carrier to composite triple beat = minus 53 dB or better.
 3. Carrier to composite second order = minus 55 dB or better.
 4. Carrier to cross modulation = minus 55 dB or better.
 5. Hum modulation = <3%.
 6. System signal variations (peak to valley) = $N/10+2$ or better for all coaxial cable portions of the I-Net (where N = the number of amplifiers in cascade).
 7. In-Channel Frequency Response (Downstream or Upstream) – Under worst-case conditions, the in-channel frequency response for either upstream or downstream channels shall be less than or equal to 3 dB (± 1.5 dB).
 8. Signal Levels (Downstream) – Minimum signal level received at the demarcation point of any HFC I-Net Site will always meet or exceed 10 dBmV. Notwithstanding this requirement, the Grantee shall always work with the I-Net User to ensure successful reception of video, voice and data communications at each I-Net site.
 9. Signal Levels (Upstream) – The Grantee shall always work with I-Net Users to ensure that the input signal level received upstream on any of the I-Net channels at the amplifiers, Nodes and hubs serving the South Washington County Franchise Area will facilitate successful transmission of video, voice and data communications on the I-Net. In relation to this requirement, the Grantee shall ensure that its system inputs are compatible with the output capabilities of typical video, voice and data-over-cable equipment designed for use on hybrid fiber-coaxial networks.
- B. Testing shall occur as follows, at least twice annually (once during the typical coldest month in the South Washington County Franchise Area, and once during the typical hottest month within the South Washington County Franchise Area):
1. from furthest HFC I-Net Site to furthest HFC I-Net Site related to the performance of interactive video and data-over-cable communications; and
 2. from the furthest HFC I-Net Site to the longest subscriber cascade.

All testing performed hereunder shall use carriers that are representative of those on the I-Net. If this subjects the I-Net to service interruptions, the Grantee shall work with I-Net Users to minimize the impact of such interruptions. Testing shall be completed at the mutually agreed upon entry demarcation point at the HFC I-Net Site. The I-Net shall meet all the standards set forth herein under full loading and any combination of analog video, audio, and digital channels.

II. End-to-End Dark Fiber Characteristics

For the end-to-end dark fiber connecting Cottage Grove City Hall to the Cottage Grove Public Works and connecting Woodbury Central Park/City Center to Woodbury Public Works Building, maximum loss shall not exceed manufacturer's passive attenuation, adjusted for cable length,

splice loss and connector loss. Typical cable attenuation at 1550 nm shall be less than or equal to .25 dB per kilometer. Typical cable attenuation at 1310 nm shall be less than or equal to .35 dB per kilometer. Typical splice loss shall be less than or equal to .2 dB. Maximum connector pair loss shall be less than or equal to .75 dB. Where the loss characteristics of any link exceed the typical parameters described herein, and the Institutions cannot successfully transmit video, voice and data communications across the dark fiber link using equipment consistent with accepted industry standards, then the Grantee shall make necessary adjustments in the dark fiber link such that it will enable successful operation for the Institutions.

III. Network Availability

- A. I-Net availability shall be equal to or better than 99.965%, as measured on an annual basis for the entire I-Net. Notwithstanding the foregoing, once any individual site falls below a network availability of 99.9% (no more than 530 minutes of network downtime per site), the Grantee shall take immediate action to determine whether an inherent or chronic system problem is affecting that site. If such a problem is identified, the Grantee shall work continuously to resolve the problem, so that such site achieves the best-case network availability as measured for any other I-Net site.
- B. The I-Net shall be defined as “unavailable” under the standards herein when a user:
1. cannot, because of a Grantee network component problem, transmit video, voice and/or data communications to, from and/or on the network; and/or
 2. experiences, due to a Grantee network component problem, video, voice and data transmissions that are below the standards set forth in this Exhibit and elsewhere in this Franchise; and/or
 3. experiences, due to a Grantee network component problem, a data communications packet loss or error of greater than ten (10) percent.
- C. For purposes of this availability standard, I-Net problems shall not be defined as: infrequent scheduled preventative maintenance as long as I-Net Users are notified well in advance according to the provisions of this Exhibit and the provisions of this Franchise. Except as otherwise provided for herein, network availability is subject to the force majeure provisions of the Franchise and those conditions which are not within the control of the Grantee. However, network downtime shall include, but not be limited to, network failures caused by: third party actions; commercial power outages of a typical, non-catastrophic nature; and power failures and other disturbances caused by weather occurrences typical to the South Washington County Franchise Area. The Grantee shall comply with the requirements of the Franchise and this Exhibit to restore service following any of these occurrences. The Grantee shall give the City, the Commission and affected I-Net Users notice in the event of any of the foregoing occurrences.

IV. Repair and Maintenance

- A. The Grantee shall maintain, repair, reconstruct and, as necessary, replace I-Net plant and facilities (both fiber optic and coaxial) as described below, at no cost to the Commission, Member Cities or I-Net Users during the term of this Franchise or any extension thereof. The Grantee shall provide technical support on a 7 x 24 x 365 (24 hour a day) basis. Within ten (10) minutes of receiving notice or otherwise learning of a maintenance or repair problem, the Grantee’s technicians shall begin actively working on the problem. Under Normal Operating Conditions, the initial page to the technician on call for I-Net problems will be within a 10 minute time frame. The Grantee shall work on the problem continuously until it is resolved. Notwithstanding the foregoing, the Grantee

shall meet the network availability standard described in this Exhibit B.

- B. Fiber, over and above that which is required by Section 7 of this Franchise, may be incorporated, where necessary to further reduce amplifier cascades to meet performance standards. Where possible, fiber Nodes may be located within the building or facility of the I-Net User.
- C. Preventive and routine maintenance on the I-Net shall be performed to ensure that it meets all performance criteria specified herein and in the Franchise. Actual or potential problems discovered in the course of preventive and routine maintenance shall be logged and upon request made available to the Commission. If requested by the Commission, the Grantee shall, within a reasonable period of time, prepare and transmit a report to the Commission describing the corrective action, if any, that was taken to rectify a logged problem or logged problems. I-Net Users shall be notified at least seven (7) calendar days in advance of any scheduled maintenance that will interrupt service on the I-Net unless I-Net Users agree to waive such notice. Where possible, such maintenance shall be scheduled at times of low usage.
- D. The Grantee shall provide an appropriate complement of administrative, headend and field personnel at all times to meet the performance criteria specified in this Franchise (including, but not limited to, the criteria specified herein).
- E. The Grantee shall establish mechanisms and procedures for I-Net Users to quickly and easily report all I-Net problems. All trouble or service calls shall be documented, processed and completed in accordance with this Franchise (including these standards) or in an expedient manner, whichever is sooner. I-Net Users shall be provided with copies of maintenance/trouble reports and resolutions that affect their particular sites.

V. Demarcation Point

The transition point where the I-Net cable interconnects between the Grantee's cable and the institutional facility's infrastructure shall be defined as the demarcation point. The transition point may vary upon each location, and as such, will be mutually agreed to by both parties.

VI. Network Performance Shall Always Enable Successful Operation

Notwithstanding the performance specifications detailed in the Franchise, including this Exhibit B, the performance of the upstream and downstream channels shall at all times enable successful operation of I-Net User video, voice and data communications.

EXHIBIT C

Subscriber Network Sites

Institutions listed below shall continue to receive Basic Cable Service to one outlet in a non-public location. Institutions noted with an asterisk (*) do not currently have service, but service will be extended upon request in accordance with Section 7.7 of the Franchise.

COTTAGE GROVE

Cottage Grove City Hall	7516 So. 80 th Street
Cottage Grove Fire #1	8183 So. Grange Blvd
Cottage Grove Fire #2	8641 So. 80 th Street
*Cottage Grove Fire #3	7500 Langley Avenue
*Cottage Grove Fire #4	8500 So. 80 th Street
Cottage Grove Ice Arena	8020 So. 80 th Street
Commission Office/Studio	7584 So. 80 th Street
Armstrong Elementary	8855 So. Inwood Avenue
Cottage Grove Jr. High	9775 Indian Blvd
Crestview School	7830 So. 80 th Street
Grey Cloud Elementary	9525 Indian Blvd.
Hillside Elementary	8177 So. Hillside Trail
Pine Hill Elementary	9015 Hadley Avenue
District Service Center	7362 East Point Douglas Road
*District Program Center	8400 East Point Douglas Road
*Transportation Office	8585 West Point Douglas Road
Park High School	8040 80 th Street South

ST. PAUL PARK

St. Paul Park Public Works	649 5 th Street
St. Paul Park City Hall	600 Portland Avenue
*Heritage Park Bldg.	1349 Laurel Avenue
Oltman Jr. High	1020 3 rd Street

NEWPORT

Newport City Hall	596 7 th Avenue
Newport Public Works (old)	1101 5 th Avenue
*Newport Public Works (new)	1100 Bailey Road
Newport Fire	155 20 th Street
Newport Pubic Library	405 7 th Avenue
Newport Elementary	851 6 th Avenue

WOODBURY

Woodbury City Hall	8301 Valley Creek Road
Department of Public Safety	2100 Radio Drive
Woodbury Public Works	2301 Tower Drive
Afton Fire	6301 Upper Afton Road
Thames Road Fire	6975 Thames Road
Fox Run Fire	1275 Woodbury Place
City Center Parks/Rec	Central Park Place
Washington County Library	Central Park Place
*Bielenberg Sports Center	4125 Tower Drive
*Eagle Valley Golf Course	2600 Double Eagle Valley

Bailey Elementary
Red Rock Elementary
Lake Junior High
Middelton Elementary
Royal Oaks School
Valley Crossing
Woodbury Elementary
Woodbury Senior High
Woodbury Junior High
Crosswinds Interdistrict School

4125 Woodlane Drive
3311 Commonwealth Avenue
3133 Pioneer Drive
9105 Lake Road
7335 Steepleview Rd
9900 Park Crossing Drive
1251 School Drive
2665 Woodlane Drive
1425 School Drive
600 Weir Drive