

**ADDENDUM TO THE ORDINANCE #1208**

WHEREAS Midcontinent Communications (“Midco”) holds a communications franchise (“Franchise”) for the construction and operation of a communications system within the City of Deadwood, South Dakota (“Grantor”); and

WHEREAS, Grantor and Midco have mutually agreed to extend the term of the franchise by adopting this Ordinance Addendum (“Addendum”) and to make such other changes as are mutually agreed upon herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DEADWOOD, SOUTH DAKOTA:

1. Section XIII – Duration and Renewal of Ordinance shall state: The rights granted to the Grantee herein shall, except as provided in this Section terminate ten (10) years from the effective date of this Addendum to the Ordinance #1208. The remaining provisions will remain the same.
2. The Effective Date of this Amendment shall be June 29, 2025.
3. Section XV – Rate shall be amended to delete paragraph 1., the following shall be inserted:

Grantee shall at all times maintain a website a schedule setting forth rates and charges to be made to subscribers for basic cable service, including installation charges.

4. Section XVI – Payment to the City, second initial paragraph shall be amended to state:

The Grantee shall pay, as compensation to the City, the following sums: a sum equal to five percent (5%) of the annual total gross revenue of the cable system.

5. Section XVI – Payment to the City, paragraph 2. shall be deleted in its entirety.
6. Section XVII – Service to Schools, City and Fire Department shall be deleted in its entirety.
7. Section XX – Miscellaneous shall add paragraph 7, which shall state: Notice to Grantee shall be made to the following:

Midcontinent Communications  
Attn: Regulatory  
4020 Cayman Street  
Sioux Falls, SD 57107

With copies to: Patrick McCann, VP of Legal and General Counsel  
Midcontinent Communications  
4020 Cayman Street  
Sioux Falls, SD 57107  
Email: [patrick.mccann@midco.com](mailto:patrick.mccann@midco.com)

8. Except as expressly modified herein all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.

Dated this 21<sup>st</sup> day of April, 2025.

City of Deadwood

By: \_\_\_\_\_  
David R. Ruth, Jr., Mayor

ATTEST:

BY: \_\_\_\_\_, Finance Officer

MIDCONTINENT COMMUNICATIONS

By: \_\_\_\_\_

Its: \_\_\_\_\_  
*Midcontinent Communications Investor, LLC*  
*Managing Partner of Midcontinent Communications*

Date: \_\_\_\_\_