

RESOLUTION NO. _____

**APPROVING THE TRANSFER OF THE CABLE FRANCHISE
AND CHANGE OF CONTROL OF THE GRANTEE**

WHEREAS, Comcast of St. Paul, Inc. ("Grantee"), currently holds a cable television franchise ("Franchise") granted by the City of _____, Minnesota; and

WHEREAS, the City is a member of the Northern Dakota County Cable Communications Commission ("Commission"), a joint powers commission which administers and regulates the operations of the Grantee under the Franchise; and

WHEREAS, Grantee owns, operates and maintains a cable television system ("System") in the City pursuant to the terms of the Franchise; and

WHEREAS, the Franchise is set to expire on or about March 31, 2015 ("Franchise Expiration Date") and the parties anticipate extending the term of the Franchise through March 31, 2016 by adoption of a separate extension resolution; and

WHEREAS, as part of the renewal of the Franchise, the City has completed an assessment of the future cable related needs and interests of the City ("Needs Assessment"); and

WHEREAS, Grantee currently collects from subscribers in the City a public, educational and governmental fee in the amount of \$1.72, which will increase by 3% to \$1.77 effective April 1, 2015 pursuant to exhibit B, paragraph 6 of the Franchise ("PEG Fee"); and

WHEREAS, Grantee currently remits \$1.20 of the PEG Fee to the Commission and retains the balance to recoup certain PEG grants previously remitted to the Commission under the Franchise; and

WHEREAS, as of the Franchise Expiration Date, the Grantee will have been fully reimbursed for the PEG grants it provided to the Commission under the Franchise; and

WHEREAS, on February 12, 2014, Comcast Corporation ("Comcast") and Time Warner Cable Inc. ("TWC") entered into an Agreement and Plan of Merger; 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 Grantee, through a restructuring under Comcast's ownership, will become Comcast of St. Paul, LLC ("New Grantee") and immediately thereafter will become a wholly-owned subsidiary of Midwest Cable, Inc. ("Midwest Cable") (the "Transaction"); and

WHEREAS, on or about June 17, 2014, the City received from Grantee, FCC Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise ("Application"); and

WHEREAS, Federal law and the terms of the Franchise require that the City take action to consider the Application within one hundred twenty (120) days of the date of receipt, or on or before October 15, 2014; and

WHEREAS, on or about August 22, 2014, Comcast and Midwest Cable agreed to extend the Application review period for sixty (60) days until December 15, 2014 to allow the City time to review the additional information concerning the qualifications of Midwest Cable provided to the City on September 30, 2014; and

WHEREAS, on or about September 30, 2014, Comcast and Midwest Cable agreed to a further extension of the Application review period for thirty (30) days until January 15, 2015 to allow the City to review certain service agreements related to the Transaction as well as certain SEC financial filings to be made available for review on October 31, 2014; and

WHEREAS, on or about December 23, 2014, Comcast and Midwest Cable agreed to a further extension of the Application review period through and including February 27 2015; and

WHEREAS, Section 10.5 of the Franchise requires the City's advance written consent prior to the Grantee's transfer of the Franchise; and

WHEREAS, as a result of the delays in the Franchise renewal process caused by the processing of the Transaction, the Commission and the City have not been able to secure adequate PEG funding for overdue capital upgrades, and have not been able to complete the informal franchise renewal that was scheduled to be ready for City's consideration by December 31, 2014; and

WHEREAS, as a result of the proposed Transaction Grantee has requested consent from the City to the proposed transfer of the Franchise; and

WHEREAS, the City has reviewed the proposed Transaction, and based on information provided by Grantee and Midwest Cable and on the information received by the City from the Northern Dakota County Cable Communications Commission ("Commission"), the City has elected to approve the proposed Transaction subject to certain conditions as set forth herein.

NOW, THEREFORE, the City of _____, Minnesota hereby resolves as follows:

1. All of the above recitals are hereby incorporated by reference as if fully set forth herein.
2. The Franchise is in full force and effect and Grantee is the lawful holder of the Franchise.
3. New Grantee will be the lawful holder of the Franchise after completion of the Transaction.
4. The City hereby consents and approves of the proposed Transaction subject to the below conditions.

- a. New Grantee agreeing to assume any and all liabilities, known and unknown, under the Franchise.
- b. Within thirty (30) days following close of the Transaction, Midwest Cable (also to be known as Greatland Connections, Inc.) shall execute and provide the City with the Acceptance attached hereto at Exhibit A and incorporated by reference.
- c. Within thirty (30) days following close of the Transaction, Midwest Cable (also to be known as GreatLand Connections Inc.) shall execute and provide the City with the Corporate Parent Guaranty attached hereto as Exhibit B and incorporated by reference.
- d. Within thirty (30) days following close of the Transaction, Midwest Cable (also to be known as GreatLand Connections Inc.) shall execute and provide the City with a written guaranty in the form attached hereto as Exhibit C specifying that subscriber rates and charges in the City will not increase as a result of the costs of the proposed Transaction.
- e. Within twenty (20) days of the date of adoption of this Resolution, Grantee shall execute and file with the City the Acceptance and Agreement attached hereto to verify New Grantee's agreement to comply with the terms and conditions of this Resolution and the exhibits attached hereto.
- f. New Grantee will not raise any challenge to the data, findings or conclusions of the Needs Assessment that rests on:
 - i. the fact that New Grantee and Midwest Cable, or any other parent company or affiliate of New Grantee or Midwest Cable, did not own or control the System and Franchise at the time the Needs Assessment was completed or
 - ii. the passage of time from the date the Needs Assessment was completed and fails to recognize and account for the 12 month period of delay in processing the renewal caused by review of the Transaction.
- g. In the event the Transaction does not close, Grantee will not raise any challenge to the data, findings or conclusions of the Needs Assessment that rests on the passage of time from the date the Needs Assessment was completed and fails to recognize and account for the 12 month period of delay in processing the renewal caused by review of the Transaction.
- h. New Grantee, or if the Transaction does not close then the Grantee, commits to meet with the City and Commission staff and other City designees in person at City Hall, Commission offices, or another mutually agreed upon location, to negotiate renewal of the Franchise no less frequently than once every

thirty (30) days commencing May 1, 2015 and continuing until the Franchise is renewed.

i. Grantee and New Grantee shall continue to collect the PEG Fee (effective April 1, 2015 the PEG Fee shall be \$1.77) as required by the Franchise. Due to the fact that as of Franchise Expiration Date the Grantee will have been fully reimbursed for the PEG grants it provided to the Commission (or its PEG designee) under the Franchise, Grantee and New Grantee shall not retain any portion of the PEG Fee but rather shall remit the entire PEG Fee of \$1.77 to the Commission (or its PEG designee) and the Commission shall have the right, for the balance of the extended Franchise term, to use the PEG Fee for all PEG related obligations. The City, Grantee and New Grantee agree that this paragraph 4.i applies solely for the 12 month extension contemplated under this Resolution and any subsequent extension and it is not intended to be relied upon in franchise renewal negotiations.

j. Consistent with the Franchise, the PEG Fee may be unilaterally increased no more than once each calendar year in the Commission's sole discretion as provided by exhibit B, paragraph 6.

k. New Grantee will participate in quarterly meetings with the City's designees for the first two (2) years following the close of the Transaction to verify that subscriber issues and concerns are being addressed by New Grantee or any other entity that may have interaction with subscribers within the City. If issues are not being addressed, New Grantee agrees to meet with the City, as directed, to explain steps being undertaken to address subscriber concerns and New Grantee will provide regular and timely updates to the City to provide verification of corrective actions being undertaken to address unresolved issues.

l. New Grantee will maintain an "escalated complaint program" similar to Comcast's current program, to escalate unresolved complaints from subscribers. A team of specifically identified employees of New Grantee shall be available to City and Commission via email and telephone for reporting issues. These specifically identified employees of New Grantee will have the ability to take actions to resolve subscriber complaints relating to billing, property or service restoration, technical appointments, or any other subscriber matters when necessary. New Grantee will follow-up with City or Commission in writing by email (and by phone when necessary) with a summary of the results of the complaint(s).

m. New Grantee shall maintain and provide (as Grantee currently provides), the commitment of free cable TV service to schools and city buildings in accordance with the requirements of the Franchise.

n. New Grantee's compliance with the requirements of paragraphs 4.b through 4.m of this Resolution shall be handled under the Franchise. New

Grantee shall be subject to available enforcement procedures and remedies as if these obligations were set forth in the Franchise.

o. Comcast shall, within twenty (20) days of the date of adoption of this Resolution, fully reimburse the City for all of the City's reasonable costs and expenses in connection with the City's review of the proposed Transaction, including without limitation, all costs incurred by the City for experts and attorneys retained by the City to assist in the review as well as notice and publication costs ("Reimbursement").

i. The Reimbursement shall not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. §542), nor shall the Reimbursement be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the Franchise Fees to be paid to the City by New Grantee pursuant to the Franchise.

ii. The Reimbursement shall be considered a requirement or charge incidental to the awarding or enforcing of the Franchise.

iii. It is understood that the language in this paragraph 4.o has been agreed to solely for the purpose of this Resolution and this Reimbursement, and does not prejudice any party from taking a different position regarding the Franchise Fee issues in the future.

5. In the event the proposed Transaction contemplated by the foregoing resolution is not completed, for any reason, the City's consent shall not be effective. If any of the conditions set forth herein are not met, the City's consent to the proposed Transaction shall be null and void and of no effect.

This Resolution shall take effect and continue and remain in effect from and after the date of its passage, approval, and adoption.

Approved by the City of _____, Minnesota this _____ day of _____, 2015.

ATTEST:

CITY OF _____, MINNESOTA

By: _____

By: _____

Its: _____

ACCEPTANCE AND AGREEMENT

Comcast of St. Paul, Inc. hereby accepts this Resolution No. _____ (“Resolution”) and any Exhibits incorporated by reference in the Resolution and agrees to be bound by the terms and conditions of this Resolution and the terms and conditions of the Franchise, as extended, referenced within the Resolution.

Dated this ____ day of _____, 2015.

COMCAST OF ST. PAUL, INC.

By: _____

Its: _____

SWORN TO BEFORE ME this
____ day of _____, 2015.

NOTARY PUBLIC

EXHIBIT A

**ACCEPTANCE BY COMCAST OF ST. PAUL, LLC TO BE FILED WITH CITY UPON
CLOSING OF THE TRANSACTION**

Comcast of St. Paul, LLC, hereby accepts City of _____,
Minnesota Resolution No. _____ (“Resolution”) and any Exhibits incorporated by
reference in the Resolution and agrees to be bound by the terms and conditions of this
Resolution and the terms and conditions of the Franchise, as extended, referenced within the
Resolution.

Dated this ____ day of _____, 2015.

COMCAST OF ST. PAUL, LLC

By: _____

Its: _____

Sworn to before me this _____
day of _____, 2015.

Notary Public

EXHIBIT B

CORPORATE PARENT GUARANTY

THIS AGREEMENT is made this _____ day of _____, 201__ (this "Agreement"), by and among GreatLand Connections Inc. (f/k/a Midwest Cable, Inc.), a Delaware corporation (the "Guarantor"), the City of _____, Minnesota ("Franchising Authority"), and _____, a _____ ("Company").

WITNESSETH

WHEREAS, on or about April 1, 2000, the Franchising Authority granted a Cable Television Franchise Ordinance which is now held by Comcast of Minnesota, Inc. (the "Franchise"), pursuant to which the Franchising Authority has granted the rights to own, operate, and maintain a cable television system ("System"); and

WHEREAS, pursuant to the Comcast/Charter Transaction Agreement dated April 25, 2014 by and between Charter Communication, Inc., a Delaware corporation, and Comcast Corporation, a Pennsylvania corporation, ("Agreement"), the Franchise will be transferred to the Company and the Guarantor will acquire control of the Company as an indirect subsidiary of Guarantor as a result of Comcast Corporation's contribution and spin off of certain cable television systems pursuant to the Agreement ("Change in Control"); and

WHEREAS, Company and Comcast Corporation have requested the consent to the Change of Control in accordance with the requirements of Section 10.5 of the Franchise; and

WHEREAS, pursuant to Resolution No. _____, dated _____, 20____, Franchising Authority conditioned its consent to the Change of Control on the issuance by Guarantor of a corporate parent guaranty guaranteeing certain obligations of Company under the Franchise.

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in consideration of the approval of the Change of Control, Guarantor hereby unconditionally and irrevocably agrees to provide all the financial resources necessary for the observance, fulfillment and performance of the obligations of the Company under the Franchise and also to be legally liable for performance of said obligations in case of default by the Company.

This Agreement, unless terminated, substituted, or canceled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise.

Upon substitution of another Guarantor reasonably satisfactory to the Franchising Authority, this Agreement may be terminated, substituted, or canceled upon thirty (30) days prior written notice from Guarantor to the Franchising Authority and the Company. Such termination shall not affect liability incurred or accrued under this Agreement prior to the effective date of such termination or cancellation.

**GREATLAND CONNECTIONS INC.
(F/K/A MIDWEST CABLE, INC.)**

By: _____

Its: _____

SWORN TO BEFORE ME this
___ day of _____, 2015.

NOTARY PUBLIC

EXHIBIT C

GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed Transaction (as defined in the City of _____, Minnesota Resolution No. _____), guarantees that rates and charges for cable service offered by _____, the Grantee in the City, will not increase as a result of the cost of the proposed transaction.

GreatLand Connections, Inc. agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise.

GREATLAND CONNECTIONS, INC.,

By: _____

Its: _____

SWORN TO BEFORE ME this
___ day of _____, 2015.

NOTARY PUBLIC