

Resolution 96- 30  
RESOLUTION CONSENTING TO THE TRANSFER OF  
CONTROL OF AND CERTAIN OWNERSHIP INTERESTS IN  
A CABLE TELEVISION FRANCHISEE TO US WEST

WHEREAS, the cable television franchise (the "Franchise") of the municipality of Lake Elmo (the "Authority") is currently owned and operated by Group W Cable of Ramsey/Washington, Inc. ("Group W"), which is owned by Meredith/New Heritage Strategic Partnership, L.P. ("MNHSP"); and

WHEREAS, the general partner of MNHSP, has entered into a Purchase Agreement dated March 15, 1996 with Continental Cablevision, Inc. ("Continental") whereby Group W will be owned by Continental (the "Meredith/Continental Agreement"); and

WHEREAS, Continental will guarantee the Franchise obligations pursuant to a Corporate Guaranty; and

WHEREAS, the Authority has consented to the transaction described in the Meredith/Continental Agreement; and

WHEREAS, Continental intends on merging into US WEST, Inc. or a wholly owned subsidiary of US WEST, Inc., (herein collectively known as "US WEST") pursuant to that certain Agreement and Plan of Merger dated February 27, 1996 (the "Continental/US WEST Agreement"); and

WHEREAS, Group W will continue to hold the Franchise; and

WHEREAS, the Authority has received a request for consent to the merger of Continental and US WEST (the "Continental/US West Merger"); and

WHEREAS, no notice of breach or default under the Franchise has been issued by Authority within the past 12 months and none is outstanding; and

WHEREAS, the Authority has determined that subject to certain conditions which must be met, US WEST possesses the requisite legal, technical and financial qualifications;

NOW, THEREFORE, BE IT RESOLVED, that the Continental/US West Merger is hereby consented to by the Authority and permitted conditioned upon:

1. Execution and delivery of a Corporate Guaranty from US WEST, Inc. in the form attached hereto; and

2. Securing all necessary federal, state, and local government waivers, authorizations, or approvals relating to US WEST's acquisition and operation of the system to the extent provided by law; and
3. Reimbursement of all reasonable fees incurred in the Authority's review of the proposed transactions; and
4. The successful closing of the Transaction described in the Continental/US WEST Agreement.

BE IT RESOLVED FURTHER, that nothing herein shall be construed or interpreted to constitute any approval or disapproval of or consent or non-consent to US WEST's Petition for Special Relief currently pending before the FCC, or any other federal, state, or local government waivers, authorizations or approvals, other than that transaction delineated above.

BE IT RESOLVED FURTHER, that US WEST may, at any time and from time to time, assign or grant or otherwise convey one or more liens or security interests in its assets, including its rights, obligations and benefits in and to the Franchise (the "Collateral") to any lender providing financing to US WEST ("Secured Party"), from time to time. Secured Party shall have no duty to preserve the confidentiality of the information provided in the Franchise with respect to any disclosure (a) to Secured Party's regulators, auditors or attorneys, (b) made pursuant to the order of any governmental authority, (c) consented to by the Authority or (d) any of such information which was, prior to the date of such disclosure, disclosed by the Authority to any third party and such party is not subject to any confidentiality or similar disclosure restriction with respect to such information subject, however, to each of the terms and conditions of the Franchise.

ADOPTED by LAKE ELMO  
CITY COUNCIL this 17th day of September, 1996.

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City of Lake Elmo

*[Signature]*  
Mayor

Attest:

*[Signature]*  
Clerk-Treasurer

The undersigned, being the duly appointed, qualified and acting Clerk of the City of Lake Elmo, Minnesota hereby certify that the foregoing Resolution No. 96-30 is a true, correct and accurate copy of Resolution No. 96-30 duly and lawfully passed and adopted by the City of Lake Elmo on the 17th day of September, 1996.

*[Signature]*  
Clerk