

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

November 12, 2014

No. 14-21

**A RESOLUTION CONDITIONALLY GRANTING THE CONSENT
TO THE TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISE
AND CABLE TELEVISION SYSTEM FROM
COMCAST CORPORATION TO GREATLAND CONNECTIONS, INC.**

WHEREAS, the North Suburban Communications Commission (hereinafter the "Commission") is a Joint Powers Commission organized pursuant to Minn. Stat. § 471.59, as amended, and includes the municipalities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview, Minnesota (hereinafter, the "Member Cities"); and

WHEREAS, Comcast of Minnesota, Inc., ("Franchisee") holds individual franchises (collectively the "Franchise") to operate a cable television system (the "System") in the Member Cities pursuant to separate franchise ordinances (collectively the "Franchise Ordinances"); and

WHEREAS, Section 10.5(a) of the Franchise Ordinance requires the Commission's prior consent to a fundamental corporate change, including a merger or a change in Franchisee's parent corporation; and

WHEREAS, the Commission's Joint Powers Agreement includes the power to administer and enforce the Franchise on behalf of the Member Cities; and

WHEREAS, after a series of transfers, Comcast of Minnesota, Inc., was approved by the Commission as the Franchise holder, pursuant to prior transfer resolutions (the "Prior Transfer Resolutions"). The Prior Transfer Resolutions, the Franchise, the Franchise Ordinance, and the Franchise Extension Agreement together with any applicable resolutions, codes, ordinances, acceptances, acknowledgments, guarantees, amendments, memoranda of understanding, social contracts and agreements, are collectively referred to as the "Franchise Documents;" and

WHEREAS, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation ("Comcast"); and

WHEREAS, Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchise and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the "Proposed Transaction"); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest

Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as "GreatLand" throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the Commission on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the "Transfer Application"); and

WHEREAS, under the Proposed Transaction, the Franchise and Cable System will stay with Franchisee, and its ultimate parent company will be GreatLand; and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the City; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Commission, including directing the representatives of the Commission to publicly file and available information, and information posted to Comcast Corporation and other websites (the "Data Request Responses"); and

WHEREAS, the Commission reviewed the Transfer Application and considered all applicable and relevant factors and has recommended conditional approval by all of the Member Cities; and

WHEREAS, in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc., Comcast, and GreatLand, to the Commission, the City is willing to grant consent to the Proposed Transaction, so long as those representations are complete and accurate; and

WHEREAS, the City's approval of the Proposed Transaction is therefore appropriate if the Franchisee will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF Falcon Heights AS FOLLOWS:

Section 1. The City's consent to and approval of the Transfer Application is hereby GRANTED in accordance with the Franchise Ordinances, subject to the following conditions:

- 1.1 Neither the Franchise, nor any control thereof, nor the System, nor any part of the System located in the City's public rights-of-way or on City's property, shall be assigned or transferred, in whole or in part, without filing a written application with the City and/or the Commission and obtaining the City's prior written approval of such transfer or assignment, but only to the extent required by applicable law.
- 1.2 The City's approval of the Transfer Application is made without prejudice to, or waiver

of, its and/or the Commission's right to fully investigate and consider during any future franchise renewal process: (i) Franchisee's financial, technical, and legal qualifications; (ii) Franchisee's compliance with the Franchise Documents, except as set forth in the Franchise Extension Agreement; and (iii) any other lawful, relevant considerations.

- 1.3 The City's approval of the Transfer Application is made without prejudice to, or waiver of, any right of the Commission or the Member Cities to consider or raise claims based on Franchisee's defaults, any failure to provide reasonable service in light of the community's needs, or any failure to comply with the terms and conditions of the Franchise Documents, or with applicable law, except as set forth in the Franchise Extension Agreement.
- 1.4 The Commission and the Member Cities waive none of their rights with respect to the Franchisee's compliance with the terms, conditions, requirements and obligations set forth in the Franchise Documents and in applicable law. The City's approval of the Transfer Application shall in no way be deemed a representation by the Commission or the Member Cities that the Franchisee is in compliance with all of its obligations under the Franchise Documents and applicable law.
- 1.5 After the Proposed Transaction, GreatLand and Franchisee will be bound by all the commitments, duties, and obligations, present and continuing, embodied in the Franchise Documents and applicable law. The Proposed Transaction will have no effect on these obligations.
- 1.6 GreatLand shall provide an executed written certification in the form attached hereto within thirty (30) days after consummation of the Proposed Transaction, guarantying the full performance of the Franchisee. GreatLand shall provide the Commission with written notification that the Proposed Transaction closed within ten (10) days after the closing;
- 1.7 GreatLand will comply with any and all conditions or requirements applicable to GreatLand set forth in all approvals granted by federal agencies with respect to the Proposed Transaction and Transfer Application (including any conditions with respect to programming agreements), such conditions or requirements to be exclusively enforced at the federal level;
- 1.8 GreatLand shall provide a written guarantee in the form attached hereto within thirty (30) days of the effective date of this Resolution specifying that subscriber rates and charges in the Commission area will not increase as a result of the costs of the Proposed Transaction;
- 1.9 After the Proposed Transaction is consummated, GreatLand and Franchisee will continue to be responsible for all past acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) Franchise renewal to the same extent and in the same manner as before the Proposed Transaction, subject to the terms of the Franchise Extension Agreement.

- 1.10 Nothing in this Resolution amends or alters the Franchise Documents or any requirements therein in any way, and all provisions of the Franchise Documents remain in full force and effect and are enforceable in accordance with their terms and with applicable law.
- 1.11 The Proposed Transaction shall not permit GreatLand and Franchisee to take any position or exercise any right with respect to the Franchise Documents and the relationship thereby established with the Member Cities and the Commission that could not have been exercised prior to the Proposed Transaction.
- 1.12 GreatLand assures that it will cause to be made available adequate financial resources to allow Franchisee to meet its current obligations under the Franchise Documents and enable Franchisee to maintain through 2015 the current operational and customer service levels taken as a whole.
- 1.13 The Commission is not waiving any rights it may have to require franchise fee payments on present and future services delivered by GreatLand or its subsidiaries and affiliates via the cable system;
- 1.14 The Commission is not waiving any right it may have related to any net neutrality, open access, and information services issues;
- 1.15 Receipt of any and all state and federal approvals and authorizations;
- 1.16 Actual closing of the Proposed Transaction consistent with the transfer application; and

Section 2. If any of the conditions or requirements specified in this Resolution are not satisfied, then the City's recommended consent to, and approval of, the Transfer Application and Proposed Transaction is hereby DENIED and void as of the date hereof.

Section 3. Franchisee, GreatLand, or a subsidiary shall reimburse the Commission in accordance with § 10.5(e) of the Franchise Ordinances in an amount not to exceed \$15,000. GreatLand and its subsidiaries shall not assert its right to claim that the reimbursement made under this Resolution is a franchise fee for purposes of 47 U.S.C. § 542, nor shall it be offset against or deducted from franchise fee payments made under the Franchise.

Section 4. If any of the written representations made to the Commission in the Transfer Application proceeding by (i) Comcast of Minnesota, Inc., (ii) Comcast or (iii) GreatLand, (iv) any subsidiary or representative of the foregoing prove to be materially incomplete, untrue or inaccurate in any respect, it shall be deemed a material breach of the Franchise Documents and applicable law, including, without limitation, revocation or termination of the Franchises.

Section 5. This Resolution shall not be construed to grant or imply the City's consent to any other transfer or assignment of the Franchises or any other transaction that may require the City's consent under the Franchise Ordinances or applicable law. The Commission and the

Member Cities reserve all their rights with regard to any such transactions.

Section 6. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 7. The transfer of control of the Franchise from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

Section 8. This Resolution shall be effectively immediately upon its adoption by the City.

Adopted by the City of Falcon Heights this 12th day of November, 2014.

Moved by: *Harris*

Approved by: *Peter Lindstrom*

Peter Lindstrom
Mayor
November 12, 2014

LINDSTROM 5 In Favor
BROWN THUNDER
HARRIS 0 Against
LONG
MERCER-TAYLOR

Attested by: *Bart Fischer*

Bart Fischer
Administrator
November 12, 2014

Attachment 1
Form of Guaranty of Performance

GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, Inc., the Franchisee, upon closing of the proposed transaction (as defined in the North Suburban Communications Commission Resolution No. 14-20) certifies that it has sufficient financial resources and will at all times make available all necessary financial resources to ensure that the Franchisee has the capability to operate and maintain the System in accordance with the Franchise and applicable laws, regulations codes and standards, and to fully comply at all times with the Franchise, and applicable laws, regulations, codes and standards and guarantees such performance. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of November 12th, 2014.

GreatLand Connections, Inc.

By: _____

Name: _____

Title: _____

Address:

Attachment 2
Form of Guaranty Regarding Rates

GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in the City of Falcon Heights (Resolution No. 14-20), guarantees that rates and charges for cable service offered by _____, the Franchisee in the City of Falcon Heights, 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 held by the Franchisee.

EXECUTED as of November 12th, 2014.

GreatLand Connections, Inc.,

By: _____

Name: _____

Title: _____

Address: