

**CITY OF FORT MORGAN, COLORADO
RESOLUTION
APPROVING CABLEVISION / CHARTER TRANSFER OF CONTROL
OF CABLE FRANCHISEE**

**RESOLUTION NO. 2013-06-01
SERIES 2013**

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF FORT MORGAN, COLORADO,
CONSENTING TO THE TRANSFER OF CONTROL OF
THE CITY'S CABLE SYSTEM FRANCHISEE TO
CHARTER COMMUNICATIONS, INC.

WHEREAS, on February 6, 2001, the City of Fort Morgan, Colorado (the "City") granted to TCI Cablevision of Colorado, Inc., a franchise to own and operate a cable system in the City, and entered into a Franchise Agreement (the "Franchise"), as set forth in Ordinance 908 (the "Ordinance"); and

WHEREAS, the City subsequently approved the transfer of that Franchise to Bresnan Communications, LLC ("Franchisee"); and

WHEREAS, in 2010, Franchisee provided the City a copy of a FCC Form 394 related to a transfer of control of the Franchisee to Cablevision Systems Corporation; and

WHEREAS, CSC Holdings, LLC ("Cablevision"), a subsidiary of Cablevision Systems Corporation, has entered into a Purchase Agreement, dated as of February 7, 2013 (the "Purchase Agreement") with Charter Communications Operating, LLC, a wholly owned subsidiary of Charter Communications, Inc. ("Charter"), which will result in Franchisee becoming a wholly-owned subsidiary of Charter; and

WHEREAS, the Purchase Agreement will effect a change of control of Franchisee; and

WHEREAS, the result will be that Charter will control Franchisee and all the assets currently held by Franchisee, including the cable system serving the City; and

WHEREAS, Section 15.2 of the Franchise requires the City's consent to any transfer of ownership or control thereof; and

WHEREAS, the City's approval is required for the transfer of control of the Franchisee from Cablevision Systems Corporation to Charter (the "Transaction"); and

WHEREAS, the Transaction will not result in a change in Franchisee, but will result in a change in the control of Franchisee, and Charter will be engaged in activities that affect the management and operation of the cable system; and

WHEREAS, Cablevision and Charter provided the City a copy of the FCC Form 394 on February 26, 2013 so that the City may review the Transaction (the “Transfer Application”); and

WHEREAS, pursuant to Section 15.2 of the Franchise, and 47 U.S.C. Sec. 537, as amended, Cablevision Systems Corporation and Charter have requested that the City approve of the transfer of control of the Franchisee from Cablevision Systems Corporation to Charter; and

WHEREAS, the City maintains that the Transfer Application did not contain information sufficient for the City to complete its review of the Transaction and that the City timely notified the applicants that the Transfer Application was incomplete; and

WHEREAS, the City requested access to information regarding the Transaction that the City maintains was necessary for the City to conduct its review of the Transaction that had been redacted from the Transfer Application; and

WHEREAS, the City received the majority of this information on April 8, 2013, and its consultant was given access to review the remaining redacted materials upon execution of a non-disclosure agreement, which was signed by the consultant on April 17, 2013, and the City has received all other information it so required; and

WHEREAS, the City has received additional information and advice regarding the Purchase Agreement and the Transaction from the City’s outside counsel as well as City staff; and

WHEREAS, Cablevision has represented to the City that Franchisee is, and Charter has represented to the City that Franchisee will continue to be post-closing, financially, legally and technically qualified to maintain and operate the cable system; and

WHEREAS, Charter has represented to the City that post-closing, the breadth and variety of video programming services and the broad categories of programming available on the cable system will remain at least substantially equivalent to that available before the Transaction; and

WHEREAS, Franchisee has agreed to comply with the Franchise, as it may be amended, and applicable law from and after the completion of the Transaction; and

WHEREAS, Franchisee and Charter agree that Franchisee will continue to be responsible for the obligations and liabilities of, and continue to have responsibility for all acts and omissions, known and unknown under, the Franchise and the City Code, for all purposes, unless waived, in whole or part, by the City; and

WHEREAS, the City has investigated both the status of the Franchise, the Franchisee's compliance therewith, and the technical, legal and financial ability of Charter to control Franchisee's compliance with the Franchise; and

WHEREAS, all parties reserve all their respective rights under federal law with respect to any renewal of the Franchise, and agree that the approval of the Transaction does not constitute a waiver of any potential claim by the City that Franchisee is not in compliance with its obligations under the Franchise; and

WHEREAS, based upon the City's investigation, and representations made to the City by Charter, Franchisee and Cablevision, upon which the City is relying, the City is prepared to approve the Transaction, pursuant to the conditions described herein.

NOW THEREFORE, be it resolved by the City Council of the City of Fort Morgan, Colorado, as follows:

1. The City hereby consents to and approves the transfer of control of the Franchisee from Cablevision to Charter.
2. The City confirms that the Franchise is currently in full force and effect and its term runs through December 31, 2015.
3. This Resolution approving the transfer of control of Franchisee is based in part upon the following representations and acknowledgments made by Franchisee, Cablevision and Charter to the City, which have been relied upon by the City:
 - (a) That the Purchase Agreement, and all of the attachments to that document, provided to the City with FCC Form 394 and subsequently during the transfer review process (except for those materials which have been redacted, and are identified by title or topic in the Purchase Agreement and its attachments) constitutes the entire agreement regarding the Transaction.
 - (b) That Franchisee will maintain staffing levels necessary to meet all applicable local and/or federal codes and regulations, and all federal regulations regarding technical standards of cable systems.
 - (c) That Franchisee remains obligated to comply with all terms, conditions and obligations of the existing franchise agreement and any other existing contractual agreement between the Franchisee and the City for the terms of such agreements.
 - (d) That from and after the consummation of the Transaction, Charter will not take any action inconsistent with the obligations contained in the Franchise after the effective date hereof. Franchisee shall

fully comply with all of the terms and conditions set forth in the Franchise.

- (e) That Charter and Franchisee shall ensure that Franchisee continues to make its records pertaining to the Franchise, including financial records, available to the City as required by Section 5.2 of the Franchise, while such Franchise remains in effect.
- (f) That no future intra-corporate transfers, mergers, or other changes of ownership or control, affecting Franchisee, will change the obligations or liability of Franchisee to the City with respect to any of the terms, conditions and obligations of the Franchise, unless prior approval is granted by the City in writing.
- (g) That Franchisee will comply with all applicable laws regarding rates for cable services within the Franchise area.
- (h) That consummation of the Transaction will not cause an increase in cable rates, and Charter and Franchisee are not planning to increase rates based upon the amount paid in connection with the change of control of the system. However, nothing in this paragraph shall be construed as a waiver of Franchisee's notice obligations under the Franchise or other applicable law, the City's rights under applicable rate regulation law, or Charter's or Franchisee's rights to adjust rates subject to any applicable law.
- (i) That in the event of any failure to comply with the terms, conditions, representations and/or acknowledgments contained in this Resolution, or any material misrepresentations concerning the same, the City may enforce any damages or penalty provisions pursuant to the Franchise and exercise any other remedy available to it by law.

4. By passage of this Resolution, the City makes no representations concerning whether any violations or non-compliance issues exist with respect to the Franchise. Nothing in this Resolution shall be construed by the Franchisee, Cablevision or Charter as precluding the City from addressing any prior acts of noncompliance by Franchisee, pursuant to the terms of the Franchise.

5. Franchisee shall provide to City a minimum of thirty (30) days advanced written notice of an expected change to the programming lineup on the cable system and/or any price increases for cable services, and to the extent such change is within Franchisee's control.

6. Franchisee shall continue its program of placing underground all of its cable wiring that is not legally attached to poles consistent with the Franchise and City

Code, provided that such City Code is applied and enforced in a nondiscriminatory manner on all users of the public rights-of-way. Franchisee shall complete the undergrounding of all non-aerial cable wiring that is identified in writing by the City within forty-five (45) days after such notice, subject to the cooperation of the owners of the affected poles and other affected attachers and pursuant to standard make-ready procedures, and provided further that in the event of unanticipated weather conditions, Franchisee and the City shall agree to a reasonable extension of time, not to exceed ninety (90) days.

7. Following the adoption of this Resolution, the City may notify Franchisee in writing, of the public buildings that are qualified to receive an outlet of free Basic and Expanded Basic Service pursuant to Section 13.3 of the Franchise. Within thirty (30) days of such notice, Franchisee shall provide such service to these buildings in accordance with its Franchise obligations.

8. This Resolution is conditioned upon approval of the Transaction in substantially the same form as described in the Purchase Agreement, and related documents delivered to the City with Cablevision's and Charter's Form 394 filing, and in documents delivered in response to the City's requests for supplemental information. Should the Transaction require a new filing with federal government agencies for approval of the Transaction due to a substantial change in any of the conditions above, this Resolution shall be voidable, at the sole option of the City.

9. Within thirty (30) days following the adoption of this Resolution, Franchisee and Charter shall give written notice to the City, in the format that follows the signature block of this Resolution, that each unconditionally agrees with and shall be bound by all terms contained in this Resolution.

10. Within thirty (30) days following the closing of the Transaction, Franchisee shall file with the City a written representation that the conditions referenced in Paragraph 8 have been met.

PASSED, ADOPTED AND APPROVED by the City Council the City of Fort Morgan, Colorado on this 4th day of June, 2013.





City Clerk

CITY OF FORT MORGAN

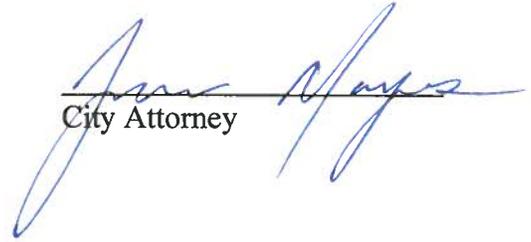
By:



Mayor

APPROVED AS TO FORM:

By:


City Attorney

UNCONDITIONAL ACCEPTANCE OF RESOLUTION NO. 2013-06-01

The Honorable Mayor and City Council of the City of Fort Morgan:

Re: Resolution No. 2013-06-01, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT MORGAN, COLORADO, CONSENTING TO THE TRANSFER OF CONTROL OF THE CITY'S CABLE SYSTEM FRANCHISEE TO CHARTER COMMUNICATIONS, INC.

The undersigned, Bresnan Communications, LLC, and Charter Communications, Inc., acting by and through the undersigned authorized agent, hereby accepts Resolution No. 2013-06-01, passed and adopted by the City pursuant to which the undersigned unconditionally agree that upon and after the closing of the Transaction, each entity will comply with and abide by all the provisions, terms and conditions of the Resolution applicable to it, and that Bresnan Communications, LLC will comply with and abide by all the provisions, terms and conditions of the Franchise, subject to applicable federal, state and local law.

BRESNAN COMMUNICATIONS, LLC

By:
Title:

CHARTER COMMUNICATIONS, INC.

By:
Title: