

**RESOLUTION 2010-11-01  
APPROVING BRESNAN / CABLEVISION TRANSFER OF CONTROL  
OF CABLE FRANCHISEE**

**RESOLUTION NO. 2010-11-01  
SERIES 2010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT MORGAN,  
COLORADO, CONSENTING TO THE TRANSFER OF CONTROL OF THE  
CITY'S/TOWN'S/COUNTY'S CABLE SYSTEM FRANCHISEE TO BBHI  
HOLDINGS, LLC

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, on or about January 2003, the City adopted a Resolution approving the transfer of that Franchise to Bresnan Communications, LLC ("Franchisee"); and

WHEREAS, Franchisee is a subsidiary of, and controlled by Bresnan Broadband Holdings, LLC ("Bresnan Cable"); and

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

WHEREAS, Bresnan Cable and CSC Holdings, LLC ("CSC"), and certain of their respective affiliates, including BBHI Holdings LLC ("Holdings") have entered into an Agreement and Plan of Merger, dated as of June 13, 2010 (the "Merger Agreement"), to consummate a merger, whereby Bresnan Cable will become a direct wholly-owned subsidiary of Holdings and an indirect wholly owned subsidiary of Cablevision Systems Corp. ("Cablevision") and Franchisee will become an indirect wholly-owned subsidiary of Cablevision; and

WHEREAS, this merger will effect a change of control of Franchisee; and

WHEREAS, the result will be that CSC Holdings, LLC, a wholly-owned subsidiary of Cablevision, will own Franchisee and all the assets currently held by Franchisee, including the cable system serving the City; and

WHEREAS, pursuant to Section 15.2 of the Franchise, and 47 U.S.C. Sec. 537, as amended, Bresnan Cable and Cablevision have requested that the City approve of the transfer of control of the Franchisee from Bresnan Cable to Cablevision (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 CSC will be engaged in activities that affect the management and operation of the cable system; and

WHEREAS, on or about July 2, 2010, Cablevision and Bresnan Cable filed an FCC Form 394 with the City and requested that the City approve the Transaction (the "Transfer Application"); and

WHEREAS, the City maintains that the Transfer Application did not contain information sufficient for City to complete its review of the Transaction and 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 obtained access to review some of these redacted materials on August 18, 2010; and

WHEREAS, the City has reviewed the Final Report of Front Range Consulting, Inc. on the Merger Agreement, and has received additional information and advice regarding the Merger Agreement from the City's outside counsel as well as City staff; and

WHEREAS, CSC and Bresnan Cable have represented to the City that Franchisee is, and will continue to be post-closing, financially, legally and technically qualified to maintain and operate the cable system; and

WHEREAS, CSC and Franchisee have 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 CSC 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 CSC 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 Bresnan Cable, Franchisee and CSC, 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 Bresnan Cable to Cablevision.

2. The City confirms that the Franchise is currently in full force and effect and expires on December 31, 2011.

3. This Resolution approving the transfer of control of Franchisee is based in part upon the following representations and acknowledgments made by Franchisee, Bresnan Cable and CSC to the City which have been relied upon by the City:

- (a) That the Merger Agreement, and all of the attachments to that document, provided to the City and its financial consultant 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 Merger 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, CSC and Bresnan Cable will not take any action inconsistent with the obligations contained in the Franchise after the effective date hereof, provided however that nothing herein shall be construed as a guarantee by BBHI

Holdings LLC, BBHI Acquisition LLC, CSC Holdings, LLC or Cablevision of Franchisee's obligations set forth in the Franchise. Franchisee shall fully comply with all of the terms and conditions set forth in the Franchise.

- (e) That Bresnan Cable, CSC 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 7 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 CSC and Bresnan Cable 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 or of the City's or the Companies' rights under applicable rate regulation 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, Bresnan Cable, or CSC as precluding the City from addressing any prior acts of noncompliance by Franchisee, pursuant to the terms of the Franchise.

5. The Franchisee shall provide to the City reasonable advanced written notice of an expected change to the programming lineup on the cable system and/or any price increases for cable services directly resulting from negotiations of a retransmission consent agreement, to the extent such change is within Franchisee's control. Nothing in this section shall be construed to mean that the Franchisee is obligated to disclose its contractual position with a broadcaster to the City or take any action that will adversely affect the its position in retransmission consent

negotiations.

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. With respect to the City-owned poles with Franchisee's facilities attached, where the City has made written request that such facilities be relocated to newer poles so that the City can remove its aging facilities, Franchisee shall complete the removal and relocation of all such facilities within forty-five (45) days of the effective date of this Resolution, provided Franchisee has the cooperation of the City in reaching a pole attachment agreement and the cooperation of the City and other attachers on said poles in installation and consistent with standard make-ready procedures.

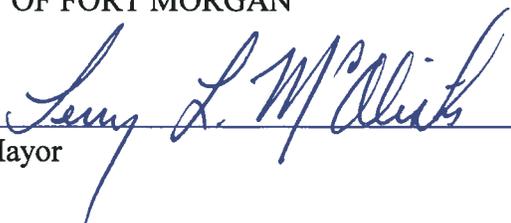
8. This Resolution is conditioned upon approval of the Transaction in substantially the same form as described in the Merger Agreement, and related documents delivered to the City and its financial consultant with Bresnan Cable's and Cablevision's Form 394 filing, and in documents delivered in response to the City's requests for supplemental information. Should the Transaction require a new filing with federal government agencies for approval of the Transaction, this Resolution shall be voidable, at the sole option of the City.

9. Within thirty (30) days following the adoption of this Resolution, Franchisee, Bresnan Cable and CSC 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 Merger Agreement, 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 of the City of Fort Morgan, Colorado on this 2<sup>nd</sup> day of November, 2010.

CITY OF FORT MORGAN

By:   
Mayor

ATTEST:

  
Deputy City Clerk

APPROVED AS TO FORM:

By: /s/ Jeffrey A. Wells  
City Attorney