

Exhibit B

RESOLUTION NO. _____

**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 City of Minneapolis, Minnesota, is a Municipal Corporation; and

WHEREAS, Comcast of Arkansas/ Florida/ Louisiana/ Minnesota/ Mississippi/ Tennessee, Inc., (“Franchisee”) holds a franchise (the “Franchise”) to operate a cable television system (the “System”) in the City pursuant to a franchise agreement (the “Franchise Ordinance”); and

WHEREAS, Section 2.1(e) of the Franchise Ordinance requires the City’s prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

WHEREAS, the City has the authority to administer and enforce the Franchise; and

WHEREAS, after a series of transfers, Comcast of Arkansas/ Florida/ Louisiana/ Minnesota/ Mississippi/ Tennessee, Inc, was approved by the City 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 Settlement 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 Arkansas/ Florida/ Louisiana/ Minnesota/ Mississippi/ Tennessee, 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 City 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 be transferred to Comcast of Minnesota, LLC (“New 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 City, including directing the representatives of the City to publicly filed and available information, and information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

WHEREAS, the City reviewed the Transfer Application and considered all applicable and relevant factors; and

WHEREAS, in reliance upon the representations made by and on behalf of Comcast of Arkansas/ Florida/ Louisiana/ Minnesota/ Mississippi/ Tennessee, Inc, Comcast, and GreatLand, to the City, 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 MINNEAPOLIS 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 any municipal public rights-of-way in the City or on municipal property, shall be assigned or transferred, in whole or in part, without filing a written application with the City and obtaining 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 City’s right to fully investigate and consider during any future franchise renewal process: (i) New Franchisee’s financial, technical, and legal qualifications; (ii) Franchisee’s and New Franchisee’s compliance with the Franchise Documents, except as set forth in the Franchise Settlement 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 City to consider or raise claims based on Franchisee's or New 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 Settlement Agreement.

- 1.4 Subject to the Franchise Settlement Agreement, the City waives 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 City 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 New 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 New Franchisee. GreatLand shall provide the City 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 City area will not increase as a result of the costs of the Proposed Transaction;
- 1.9 After the Proposed Transaction is consummated, GreatLand and New 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 Settlement 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 New Franchisee to take any position or exercise any right with respect to the Franchise Documents and the

relationship thereby established with the City 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 New Franchisee to meet its obligations under the Franchise Documents, including without limitation operational and customer service requirements.
- 1.13 The City 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 City 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. If any of the written representations made to the City in the Transfer Application proceeding by (i) Comcast of Arkansas/ Florida/ Louisiana/ Minnesota/ Mississippi/ Tennessee, Inc, (ii) Comcast or (iii) GreatLand, (iv) any subsidiary or representative of the foregoing prove to be materially incomplete, untrue or inaccurate in any material respect, it shall be deemed a material breach of the Franchise Documents and applicable law, and subject to the remedies contained in the Franchise Documents and applicable law.

Section 4. 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 City reserves all its rights with regard to any such transactions.

Section 5. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 6. The transfer of control of the Franchise from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

[NOTE: CITY CLERK TO ADD SIGNATURE BLOCK - By City Charter, the City's Resolutions don't become effective until publication and the City can do early signing by mayor and early publication. Also the resolution Signature format can be added by the clerk (shows how CMs voted, mayor's signature and sign off by clerk)].

Attachment 1
Form of Guaranty of Performance

GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, LLC, the Franchisee, upon closing of the proposed transaction (as defined in the City of Minneapolis Resolution No. _____) 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 _____.

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 Minneapolis Resolution No. _____), guarantees that rates and charges for cable service offered by _____, the Franchisee 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 held by the Franchisee, Comcast of Minnesota, LLC.

EXECUTED as of _____.

GreatLand Connections, Inc.,

By: _____

Name: _____

Title: _____

Address: