ATTACHMENT 1

RESOLUTION
OF THE
CITY OF MINNEAPOLIS

By _____

Conditionally granting the application of Comcast Corporation for approval of the transfer of ownership and control of the city of Minneapolis cable franchise and cable communication system currently owned by KBL Cablesystems of Minneapolis, Limited Partnership, d/b/a Time Warner Cable.

WHEREAS, the City of Minneapolis, Minnesota ("City") has granted a nonexclusive cable television franchise ("Franchise") to KBL Cablesystems of Minneapolis, LP d/b/a Time Warner Cable (the "Franchisee"), to provide cable television service via a cable system (the "System"); and

WHEREAS, Adelphia Communications Corporation ("Adelphia") has agreed to sell substantially all of its cable systems to Time Warner Cable, Inc. and Comcast Corporation, as part of its Plans of Reorganization filed in its bankruptcy proceeding before the United States Bankruptcy Court for the Southern District of New York; and

WHEREAS, Comcast Corporation owns a 17.9% interest in Time Warner Cable, Inc. Class A Common Stock and a 4.7% interest in Time Warner Entertainment Company, Limited Partnership; and

WHEREAS, Time Warner Cable, Inc. has agreed to pay Comcast over $1.9 Billion in cash and swap certain existing cable systems, and cable systems it has agreed to purchase, from Adelphia in exchange for the Time Warner Cable, Inc. Class A Common Stock; and

WHEREAS, Comcast Cable Communications Holdings, Inc., a Delaware corporation, MOC Holdco II, Inc., a Delaware corporation, TWE Holdings I Trust, a Delaware statutory trust, TWE Holdings II Trust, a Delaware statutory trust, Comcast Corporation, a Pennsylvania corporation, Cable Holdco II, Inc., a Delaware corporation, Time Warner Cable Inc., a Delaware corporation ("TWCI"), TWE Holding I LLC, a Delaware limited liability company, and Time Warner, Inc., a Delaware corporation, have entered into a Redemption Agreement (the "Agreement") dated as of April 20, 2005; and

WHEREAS, according to the FCC Form 394 and related documents filed by Comcast Corporation and TWCI, the Franchisee's System and Franchise will be assigned from the Franchisee to TWCI and then to Cable Holdco II, Inc. (the "New Franchisee"), a wholly-owned subsidiary of TWCI, and all of the stock of the New Franchisee will be acquired by MOC Holdco II, Inc. (the "Transferee"), an indirect wholly-owned subsidiary of Comcast Corporation (the "Proposed Transaction"); and

WHEREAS, under the Proposed Transaction, the New Franchisee, the Transferee and the

New Franchisee's ultimate parent corporation will be different and the ultimate ownership and control of the Franchise and the System will change; and

WHEREAS**,** the City has concluded the Proposed Transaction will result in a change of ownership and control of the Franchise and the System; and

WHEREAS**,** the Proposed Transaction requires the prior written approval of the City; and

WHEREAS, the FCC Form 394 (submitted June 16, 2005), together with certain attached materials, including Adelphia's Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (June 24, 2005), 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, a Third Amended Plan of Reorganization for Adelphia Communications Corporations ("Adelphia") was filed on September 28, 2005,a Fourth Amended Plan of Reorganization was filed on November 8, 2005, and a revised Fourth Amended Plan of Reorganization was filed on November 15, 2005 ("Plans of Reorganization"), and

WHEREAS, Adelphia continues to caution that further amendments to the Plans of Reorganization are possible; and

WHEREAS, the Proposed Transaction is contingent to a certain degree upon the approval of Adelphia's Plans of Reorganization by the United States Bankruptcy Court for the Southern District of New York; and

WHEREAS, Comcast Corporation, 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, Comcast Corporation and its subsidiaries refused to provide certain requested data to the City, even though that data is relevant to understanding the Proposed Transaction and its impact; and

WHEREAS, the Transfer Application and the Data Request Responses provide inadequate information concerning the qualifications of the New Franchisee and the impact the Proposed Transaction will have on subscriber rates and services; and

WHEREAS, Comcast Corporation has indicated that the City should rely on its qualifications, rather than the New Franchisee's qualifications, even though it will not hold the Franchise or manage and operate the System on a day-to-day basis; and

WHEREAS, Comcast Corporation has refused to provide appropriate performance guarantees for the New Franchisee, even though such guarantees have been requested; and

WHEREAS, the City has reviewed the Transfer Application, the Data Request Responses, the Plans of Reorganization, and the November 21, 2005, "Report on the Proposed Transfer of the City of Minneapolis, Minnesota Cable Communications System and Franchise from KBL Cablesystems of Minneapolis, L.P. d/b/a Time Warner Cable to Time Warner Cable, Inc. and then to Cable Holdco II, Inc., an Indirect Wholly-Owned Subsidiary of Comcast Corporation" prepared by Bradley & Guzzetta, LLC, including the attachments thereto (the "Transfer Report"), and has considered all relevant factors, including (but not limited to) the New Franchisee's and Comcast Corporation's financial, technical, legal, managerial and character qualifications, Comcast Corporation's refusal to provide an appropriate performance guarantee for the New Franchisee and the Proposed Transaction's impact on Franchise renewal and compliance and services and rates; and

WHEREAS, the City has concluded that, for the reasons specified in the Transfer Report, which is incorporated herein by reference, Comcast and the New Franchisee have not independently demonstrated that the New Franchisee possesses financial, technical, management, and character qualifications sufficient to own and control the Franchise and to manage and/or operate the System; and

WHEREAS, the City has formally notified the Franchisee, in writing, of nine (9) instances wherein it has failed to substantially comply with material terms of the Franchise and/or applicable law and afforded the Franchisee an opportunity to cure; and

WHEREAS, the Franchise prevents the City from approving the Proposed Transaction and Transfer Application if the Franchisee has failed to construct a state-of-the-art dual integrated residential/institutional network, as outlined in the City's June 14, 2005 violation notice; and

WHEREAS, the Franchise expired on November 30, 2005, and has not been renewed; and

WHEREAS, the City wishes to preserve its rights with regard to the claims it raised in *City of Minneapolis v. Time Warner Cable, Inc. and KBL Cablesystems of Minneapolis, Limited Partnership* [Case No. 0:05-cv-00994-ADM-AJB]; and

WHEREAS, the City has concluded that, for the reasons specified in the Transfer Report, the New Franchisee and Comcast Corporation have not demonstrated that the Proposed Transaction will not have an adverse impact on subscriber rates and services in the City or that the Franchise may be transferred if the state-of-the-art dual integrated residential/institutional network has not been constructed; and

WHEREAS, in reliance upon the representations made by and on behalf of the Franchisee, the New Franchisee, the Transferee and/or Comcast Corporation, the City is willing to grant its consent to the Proposed Transaction, so long as those representations are complete and accurate, and the conditions set forth in this Resolution are satisfied at all times.

Now, Therefore, Be It Resolved by the City Council of The City of Minneapolis:

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

1.1 The City does not waive any Franchise violations, whether known or unknown, which may be identified as part of any technical audit completed prior to or after the consummation of the Proposed Transaction. TWCI and Comcast Corporation, or a subsidiary acceptable to the City, shall agree that they will be responsible and liable for such Franchise violations, and shall provide written guarantees acceptable to the City within thirty (30) days of the effective date of a transfer resolution;

1.2 The City does not waive any known or unknown yet existing Franchise non-compliance issues. TWCI and Comcast Corporation, or a subsidiary acceptable to the City, shall agree that they will be responsible and liable for any known or unknown yet existing non-compliance issues under the Franchise and applicable laws, regulations, standards, codes and decisions, and shall provide written guarantees acceptable to the City within thirty (30) days of the effective date of a transfer resolution;

1.3 The City does not waive any of its rights with regard to known and unknown underpayments of franchise fees. TWCI and Comcast Corporation, or a subsidiary acceptable to the City, shall agree that they will be responsible and liable for any known and unknown franchise fee underpayments, and shall provide written guarantees acceptable to the City within thirty (30) days of the effective date of a transfer resolution;

1.4 The City does not waive its rights to require payment of identified franchise fee underpayments, either from the Franchisee and its parent entities and/or subsidiaries, including (but not limited to) TWCI, or the New Franchisee and its parent entities, affiliates and subsidiaries, including (but not limited to) MOC Holdco II, Inc. and Comcast Corporation.

1.5 The New Franchisee or the Transferee, or a parent entity or subsidiary acceptable to the City, shall, within thirty (30) days of the effective date of a transfer resolution, provide the City with certificates of authority from the Office of the Minnesota Secretary of State verifying that Cable Holdco II, Inc. and MOC Holdco II, Inc. are duly qualified to transact business in the State of Minnesota.

1.6 Comcast Corporation must, within thirty (30) days of the effective date of a transfer resolution, provide a written performance guarantee for the New Franchisee, which guarantee shall be acceptable to the City, specifying that Comcast Corporation will be fully liable and/or responsible for (i) any violations, losses and obligations beyond

the ability of the New Franchisee and/or the Transferee to address in connection with the management, operation and/or maintenance of the System and (ii) any and all past, present and future financial obligations under the Franchise in the same capacity as the Franchisee;

1.7 Comcast Corporation, or a subsidiary acceptable to the City, shall provide a written guarantee acceptable to the City within thirty (30) days of the effective date of a transfer resolution specifying that subscriber rates and charges in the City will not increase as a result of the Proposed Transaction;

1.8 Comcast Corporation, or one or more appropriate subsidiaries and affiliates acceptable to the City, shall provide a written guarantee acceptable to the City within thirty (30) days of the effective date of a transfer resolution specifying it and its subsidiaries and affiliates will not enter into exclusive agreements for affiliated or unaffiliated terrestrial and satellite-delivered programming, including sports programming, which would impact the City or subscribers;

1.9 Comcast Corporation and the Transferee shall affirmatively guarantee in writing, within thirty (30) days of the effective date of a transfer resolution, that they will not interfere, directly or indirectly, with the New Franchisee's ability to comply with its Franchise obligations, and applicable laws, codes, standards, decisions and regulations;

1.10 Comcast Corporation and the Transferee shall provide a written guarantee acceptable to the City, within thirty (30) days of the effective date of a transfer resolution, specifying that they will cause the New Franchisee to comply with the Franchise and applicable laws, regulations, standards, codes and decisions at all times;

1.11 The New Franchisee shall, within thirty (30) days of the effective date of a transfer resolution, affirm in writing, in a form acceptable to the City, its understanding of and obligation to comply with all Franchise requirements;

1.12 The New Franchisee and Comcast Corporation shall, within thirty (30) days of the effective date of a transfer resolution, provide an unqualified written commitment, acceptable to the City, to abide by all terms of the Franchise and applicable laws, regulations, codes, standards and decisions after the Proposed Transaction, and to assume all existing obligations, liabilities and responsibility for all acts and omissions under the Franchise and applicable law, known and unknown, including (but not limited to) all acts and omissions of the Franchisee and its parent entities, affiliates and subsidiaries;

1.13 The Franchisee or its lawful successor in interest must obtain a written Franchise renewal in a form acceptable to the City prior to the closing of the Proposed Transaction;

1.14 In the event the City finds after a public hearing that the Franchisee has not fully constructed a State-of-the-Art Dual Integrated Residential/Institutional Network, the Franchisee shall, prior to the closing of the Proposed Transaction, fully construct and provide to the City a dual state-of-the-art integrated residential/institutional network, as described in the June 14, 2005, written violation notice from the City entitled "Failure to Provide a State-of-the-Art Dual Integrated Residential/Institutional Network" or escrow sufficient funds for the construction of the network. All costs of construction shall not be passed through to subscribers nor shall escrowed funds be recovered from subscribers for the construction of the network;

1.15 In the event that the City exercises its option to appeal the U.S. District Court decision in the *City of Minneapolis v. Time Warner Cable, Inc.* and *KBL Cablesystems of Minneapolis, Limited Partnership [Case No. 0:05-cv-00994-ADM-AJB]*, Comcast Corporation and TWCI shall, with within thirty (30) days of the effective date of a transfer resolution, agree in writing to fully and unconditionally guarantee all liability, if any, which may result from a successful appeal by the City and subsequent judicial or administrative proceedings concerning the City's claims in *City of Minneapolis v. Time Warner Cable, Inc.* and *KBL Cablesystems of Minneapolis, Limited Partnership [Case No. 0:05-cv-00994-ADM-AJB]*;

1.16 Comcast Corporation or the New Franchisee shall reimburse the City for all fees and expenses it incurred in reviewing and acting on the Transfer Application. This reimbursement shall not be passed through to subscribers;

1.17 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 the City's property, shall be assigned or transferred, in whole or in part, without filing a written application with the City and obtaining the City's prior written approval of such transfer or assignment, but only to the extent required by applicable law;

1.18 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 the 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, or with applicable laws, regulations, codes, standards and decisions;

1.19 The City waives none of its rights with respect to the Franchisee's compliance with the terms, conditions, requirements and obligations set forth in the Franchise and in applicable laws, regulations, codes, standards and decisions. The City's approval of the Transfer Application shall in no way be deemed to be a representation by City that the Franchisee is in compliance with all of its obligations under the Franchise and applicable laws, regulations, codes, standards and decisions;

1.20 After the Proposed Transaction, the New Franchisee will be bound by all the commitments, duties, and obligations, past, present and continuing, embodied in the

Franchise and applicable laws, regulations, codes, standards and decisions. The Proposed Transaction will have no effect on these obligations, commitments and duties;

1.21 After the Proposed Transaction is consummated, the New Franchisee will be responsible for all past acts and omissions, known and unknown, of the Franchisee under the Franchise and applicable laws, codes, standards, decisions and regulations for all purposes, including (but not limited to) Franchise renewal and Franchise enforcement to the same extent and in the same manner as the Franchisee and its parents, subsidiaries and affiliates were responsible before the Proposed Transaction. The transfer and assignment of the Franchise from the Franchisee to TWCI shall not waive or void the New Franchisee's responsibility for past acts and omissions, known and unknown, of the Franchisee under the Franchise and applicable laws, codes, standards, decisions and regulations for all purposes;

1.22 The conditioned approval of the Transfer Application does not amend or alter the Franchise or any requirements therein in any way, and all provisions of the Franchise remain in full force and effect and are enforceable in accordance with their terms and with applicable law;

1.23 The Proposed Transaction shall not permit the Franchisee, its parent entities or affiliates, the New Franchisee and Comcast Corporation or any of its affiliates or subsidiaries to take any position or exercise any right with respect to the Franchise and the relationship thereby established with the City that could not have been exercised prior to the Proposed Transaction;

1.24 The City reserves all of its rights with respect to the New Franchisee's future compliance with the terms, conditions, requirements and obligations set forth in the Franchise;

1.25 The City is not waiving any rights it may have to require franchise fee payments on present and future services delivered by the New Franchisee or its subsidiaries via the cable system;

1.26 The City is not waiving any right it may have related to any open access issue and information services;

1.27 The conditioned approval of the Proposed Transaction and Transfer Application shall not constitute a waiver or release of any of the rights of the City under the Franchise and applicable laws, codes, standards, decisions and regulations, whether arising before or after the date of consummation of the Proposed Transaction;

1.28 Receipt of any and all state and federal approvals and authorizations; and

1.29 Actual closing of the Proposed Transaction consistent with the Transfer Application.

Section 2. Be It Further Resolved that if any of the conditions specified in Section 1 are not completely satisfied at all times, then the City's consent to, and approval of, the Transfer Application and Proposed Transaction is hereby DENIED and void as of the date hereof.

Section 3. Be It Further Resolved that nothing in this Resolution shall waive or limit the City's right to terminate the Franchise in accordance with its terms.

Section 4. Be It Further Resolved that the City expressly reserves the right to purchase the System in accordance with the Franchise.

Section 5. Be It Further Resolved that the New Franchisee or Comcast Corporation shall reimburse the City for the actual professional fees and expenses it incurred in reviewing and acting on the Transfer Application. The City will present a single invoice to the New Franchisee, itemizing the fees and expenses incurred. The New Franchisee or Comcast Corporation shall remit payment for such professional fees and expenses within thirty (30) days of its receipt of the invoice. Such payment shall be made directly to the City and not through a payment to any other entity. The New Franchisee and Comcast Corporation shall not assert any right they may have to claim that the reimbursement made under this Resolution shall be considered a franchisee fee. In addition, Comcast Corporation and the New Franchisee shall not pass the reimbursement paid pursuant to this paragraph through to subscribers.

Section 6. Be It Further Resolved that if any of the oral or written representations made to the City by (i) the Franchisee, (ii) TWCI, (iii) the New Franchisee, (iv) the Transferee (v) Comcast Corporation or (vi) any subsidiary of the foregoing prove to be materially incomplete, untrue or inaccurate in any respect, it shall be deemed a material breach of the Franchise, and the City shall have available to it all rights and remedies under the Franchise and applicable law, including, without limitation, revocation or termination of the Franchise.

Section 7. Be It Further Resolved that this Resolution shall not be construed to grant or imply the City Council's consent to any other transfer or assignment of the Franchise and/or the System, or any other transaction that may require the City's consent under the Franchise, or applicable law. The City reserves all its rights with regard to any such transactions.

Section 8. Be It Further Resolved that this Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 9. Be It Further Resolved that the transfer of ownership and control of the Franchise and the System from the Franchisee to TWCI, from TWCI to the New Franchisee, and from the New Franchisee to the Transferee shall not take effect until the consummation of the Proposed Transaction.

Section 10. Be It Further Resolved that this Resolution shall be effectively immediately upon its adoption by the City.

ADOPTED this _____ day of _____, 2005, by the following vote:

AYES:
NOES:
ABSENT:
DISQUALIFIED:

By: _____
Mayor

By: _____
President of Council

ATTEST: _____
City Clerk