

Chapter 9.03

Authorizing The Transfer Of Cable Television Franchise And The Assignment Of Assets And The Franchise As Collateral

WHEREAS, US Cable of Coastal-Texas L.P., a New Jersey limited partnership (“Grantee”), currently owns and operates a cable television system (the “System”) in the City of Howard Lake (the “City”), County of Wright, in the State of Minnesota pursuant to that certain cable television franchise (originally issued to Westel, Incorporated and subsequently assigned to Grantee) which is set forth in City Ordinance Chapter 9.01 dated June 14, 1984 as amended by Resolution of November 24, 1987 to transfer the interest of the franchise to Mark Twain Cablevision Limited Partnership and as amended by Resolution No. 98-28 dated December 15, 1998 to transfer the interest of the Franchise to US Cable of Coastal-Texas, L.P. (collectively, the “Franchise”);

WHEREAS, Grantee and Mediacom Minnesota LLC, a Delaware limited liability company (“Transferee”), have entered into an Exchange Agreement dated as of November 26, 2001, which provides for, among other things, the transfer of the System and the Franchise to Transferee or to any party controlling, controlled by or under common control with Transferee (any such party, an “Affiliate,” and such transfer of the System and the Franchise being referred to herein collectively as the “Transfer”) and requiring Grantee to obtain any required consents of governmental franchising authorities for the Transfer pursuant to applicable law and the Franchise;

WHEREAS, Transferee or an Affiliate may need to grant one or more security interests, liens and/or other encumbrances in or upon the System and the Franchise from time to time on or after the closing date of the Transfer in order to secure Transferee’s present and future indebtedness; and

WHEREAS, the City of Howard Lake and US Cable of Coastal-Texas, L.P., as assignee of Mark Twain Cablevision Limited Partnership entered into a Lease Agreement dated March 31, 1999 (“Lease”). This Lease is for Grantee to use and occupy premises owned by the City to operate its cable facility for the duration of the Franchise; and

WHEREAS, the City of Howard Lake believes that it is in the interest of the City to approve the Transfer, to allow Transferee to transfer to an Affiliate, to allow Transferee to secure its present and future indebtedness with security interests, liens and/or other encumbrances in or upon the System and/or the Franchise and to allow any party controlling or having an interest in Transferee to pledge its interest in Transferee to secure Transferee’s current and future indebtedness;

Now, **THEREFORE, BE IT ORDAINED** by the City of Howard Lake as follows:

1. The City of Howard Lake hereby grants its consent for the Transfer.

2. Transferee is authorized to subsequently transfer the Franchise, or control relating thereto, to an Affiliate.
3. Transferee is hereby authorized to pledge, mortgage, transfer in trust, hypothecate and/or otherwise encumber the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and each party controlling or having an interest in Transferee, is authorized to pledge, mortgage, transfer in trust, hypothecate and/or otherwise encumber its interest in Transferee, as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by Transferee from time to time in connection with the ownership and operation of the System.
4. The City of Howard Lake hereby acknowledges and confirms that (a) at the date hereof, (i) the Franchise is valid and outstanding, and in full force and effect, (ii) there exists no material default attributable to Grantee, or any event that, with notice or the lapse of time or both, would constitute a material default attributable to Grantee under the Franchise and (iii) the current term of the Franchise is scheduled to expire on June 13, 2014; and (b) from and after the closing of the transfer of the System and the Franchise to Transferee (or an Affiliate, as the case may be), the City of Howard Lake shall consider the Franchise to be duly assigned and transferred to Transferee (or such Affiliate, if applicable).
5. The City of Howard Lake hereby grants the assignment of the Lease to Transferee.
6. The City of Howard Lake hereby waives any purchase right it may have, pursuant to the Franchise, under applicable law or otherwise, to acquire the Franchise or the System.
7. The City of Howard Lake's consent to the Transfer shall be effective immediately upon adoption of this Ordinance and shall continue and remain in effect upon the closing of the Transfer.