

**CITY OF MONROE
ORDINANCE NO. 020/2017**

AN ORDINANCE OF THE CITY OF MONROE,
WASHINGTON, APPROVING THE INDIRECT CHANGE OF
CONTROL OF WDH BLACK ROCK, LLC WITH
CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on January 11, 2011, the City of Monroe (the "City") adopted Ordinance No. 001/2011 granting a nonexclusive OVS franchise to WDH Black Rock, LLC, successor by merger to Black Rock Cable, Inc. (the "Franchisee") to operate a telecommunications system (the "System") within the city limits of the City of Monroe, with an effective date of January 23, 2011 (the "Franchise"); and

WHEREAS, Franchisee is a wholly-owned, indirect subsidiary of Wave Holdco, LLC, a Delaware limited liability company ("Wave Parent"); and

WHEREAS, on May 18, 2017, Radiate HoldCo, LLC, a Delaware limited liability company ("Radiate HoldCo"), Wave Parent, and WaveDivision Holdings, LLC, a Delaware limited liability company controlled by Wave Parent, entered into a definitive agreement pursuant to which Radiate HoldCo will acquire Wave Parent from its current majority owners (the "Transaction"); and

WHEREAS, Radiate HoldCo is a wholly-owned, indirect subsidiary of, and is controlled by, Radiate Holdings, L.P. a Delaware limited partnership ("Radiate Parent"); and

WHEREAS, as a result of this Transaction, Radiate Parent will acquire ownership of Wave Parent and control of the Franchisee; and

WHEREAS, Section 13 of the Franchise requires that the Franchisee receive the consent of the City for any indirect change of control including such indirect change of control that will occur as a result of this Transaction; and

WHEREAS, the consent of the City to the indirect change of control that will occur as a consequence of the closing of the Transaction shall not constitute a waiver or release of any rights the City or Franchisee may have under the Franchise; and

WHEREAS, the City Council deems it to be in the public interest to grant the requested consent.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE,
WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The City hereby consents to the indirect change of control that will occur as a consequence of the closing of the Transaction and in accordance with the

terms of applicable law, subject to and contingent on the fulfillment of the conditions set forth in Section 2 hereof.

Section 2. Section 1 of this Ordinance is contingent on the fulfillment of the following condition: Radiate Parent shall acknowledge that the indirect change of control will not affect, diminish, impair or supersede the binding nature of the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City. Further, Radiate Parent shall acknowledge that the Franchisee shall remain responsible for any and all non-compliance issues, if any, under the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City that may have arisen prior to or that may arise contemporaneous with or after the closing of the Transaction.

Section 3. Following the indirect change of control and the City's receipt of the written acknowledgement from Radiate Parent required by Section 2, the Franchise shall remain in full effect through the remainder of the Franchise term. The Transaction and the City's consent to the indirect change of control do not modify the terms of the Franchise. Franchisee remains responsible for any obligations and liabilities under the Franchise. The City's consent to the indirect change of control shall not be construed to constitute a waiver or release of any rights the City may have now or in the future under federal, state or local law, the Franchise, or any separate written agreements, if any, between the City and the Franchisee that relate to the Franchise.

Section 4. By consenting to this indirect change of control, the City expressly reserves and does not waive or release any rights of the City in and to the rights-of-way as provided by state law and the Monroe Municipal Code, nor does the City waive or release any claim or issue of non-compliance it may have, known or unknown, now or in the future related to the Franchise.

Section 5. Written acknowledgement as provided in Section 2 has been filed by Radiate Parent with the City Clerk. If any of the construction and completion bonds, security funds or insurance are amended as a result of the indirect change of control, then Franchisee shall file with the City Clerk such revised bonds, security funds or evidence of insurance within sixty (60) days of the date of the closing of the Transaction.

Section 6. To the best of the City's knowledge and belief, there are no existing facts or circumstances that with or without the giving of notice or the passage of time, or both, would constitute a default of any term or condition of the Franchise.

Section 7. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 12th day of September, 2017.

First Reading: August 22, 2017
Adoption: September 12, 2017
Published: September 15, 2017
Effective: September 20, 2017

CITY OF MONROE, WASHINGTON:



Geoffrey Thomas, Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM:



Elizabeth M. Adkisson, MMC, City Clerk



J. Zachary Lell, City Attorney

STATEMENT OF ACKNOWLEDGEMENT

WHEREAS, the City Council of the City of Monroe, Washington, has acknowledged the pending transaction (the "Transaction") between Wave Holdco, LLC, WaveDivision Holdings, LLC ("Wave"), the parent companies of WDH Black Rock, LLC ("Franchisee"), and Radiate Holdco, LLC, a wholly-owned, indirect subsidiary of Radiate Holdings, L.P. ("Radiate") and has consented to the resulting indirect change of control of the Franchisee, the holder of the telecommunications franchise (the "Franchise") issued by the City to the Franchisee as Ordinance No. 011/2011.

NOW, THEREFORE, Radiate, hereby acknowledges said Franchise and all the terms and conditions thereof, and files this, its written acknowledgement of the indirect change of control of the Franchisee.

Radiate hereby acknowledges that the indirect change of control will not affect, diminish, impair or supersede the binding nature of the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City. Radiate hereby agrees that, Franchisee will comply with the Franchise, and remain subject to the Franchise, the Monroe Municipal Code and all applicable federal and state laws, lawful orders, contracts, agreements, commitments, and regulatory actions. Radiate affirms that all bonds, security funds and insurance required by the Franchise remain in full effect and in place. Further, Radiate acknowledges that the Franchisee shall remain responsible for any and all non-compliance issues, if any, under the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City that may have arisen prior to or that may arise contemporaneous with or after the closing of the Transaction.

This Statement of Acknowledgement is contingent upon the consummation of the Transaction.

