

ORDINANCE NO. 1923-17

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO THE TRANSFER OF ASTOUND BROADBAND, LLC D/B/A WAVE CABLE FRANCHISE, ORDINANCE NO. 16-1896; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, Astound Broadband, LLC a Washington limited liability company d/b/a Wave ("Franchisee") currently holds a franchise (the "Franchise") granted by the City of Milton, Ordinance No. 16-1896, to own and operate a telecommunications system in the City; and

WHEREAS, Franchisee is a wholly-owned subsidiary of WaveDivision Holdings, LLC, a Delaware limited liability company ("WDH"); and

WHEREAS, on May 18, 2017, Radiate HoldCo, LLC, a Delaware limited liability company controlled by Radiate Holdings, L.P. ("Radiate Parent"), WDH, and Wave Holdco, LLC, a Delaware limited liability company ("Wave Holdco"), the ultimate parent of WDH, entered into a definitive securities purchase agreement for Radiate Holdco, LLC to acquire Wave Holdco from its current owners (the "Transaction"); and

WHEREAS, Radiate Parent and Wave Holdco have filed FCC Form 394 with the City and have provided the City with all information regarding the Transaction required by applicable law (collectively, the "Application"); and

WHEREAS, the City has reviewed the Application and has determined that (i) Radiate Parent meets the legal technical, and financial criteria to become the owner of Wave Holdco and the indirect owner of Franchisee, and (ii) the Transaction is in the best interests of the City. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, DO
ORDAIN AS FOLLOWS:

1. The City consents to and approves of the Transaction to the extent required by the terms of the Franchise and applicable law;

2. The City confirms that the Franchise is valid and outstanding and in full force and effect and there are no defaults under the Franchise. Subject to compliance with the terms of this Ordinance, any action necessary with respect to the Transaction has been duly and validly taken;

3. 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;

4. Effective upon the closing of the Transaction, the Franchisee shall remain responsible for any obligations and liabilities under the Franchise in accordance with its terms;

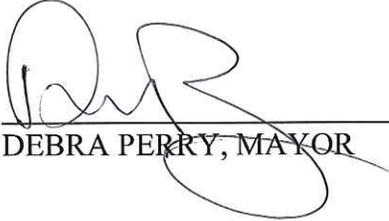
5. This Ordinance is adopted and approved in accordance with all applicable notice and procedure requirements under all laws applicable to City; and

6. This Ordinance shall have the force of a continuing agreement with Franchisee and Radiate Parent, and Community shall not amend or otherwise alter this Ordinance without the consent of Franchisee and Radiate Parent.

7. If any section, sentence, clause or phrase of this ordinance should 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.

8. This ordinance shall take effect thirty (30) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the 17th day of July 2017, and approved by the Mayor, the 17th day of July 2017.


DEBRA PERRY, MAYOR

ATTEST:


KATIE BOLAM, CITY CLERK

APPROVED AS TO FORM:

BY 
WILLIAM L. CAMERON, CITY ATTORNEY

FILED WITH THE CITY CLERK: 7/17/17
PASSED BY THE CITY COUNCIL: 7/17/17
PUBLISHED: 7/20/17
EFFECTIVE DATE: 7/25/17
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