

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of Petition for Declaratory
Ruling Regarding Public, Educational, and
Governmental Programming

MB Docket No. 09-13

CSR-8126

CSR-8127

**WITHDRAWAL OF
EMERGENCY PETITION FOR TEMPORARY STANDSTILL**

The McAllen Independent School District (“MISD”) hereby withdraws its Emergency Petition for Temporary Standstill filed in this docket on September 20, 2010.

1. MISD filed its Emergency Petition as a result of Time Warner Cable’s plan to digitize PEG channels in the state of Texas. Specifically, MISD asked the Commission to issue a temporary standstill order until the Commission could resolve the long-pending petitions in this docket.

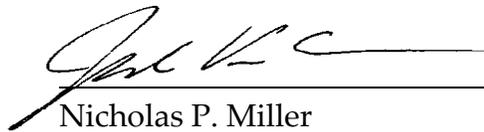
2. On September 24, 2010, the City of McAllen and other Texas local governments filed suit seeking declaratory and injunctive relief against Time Warner Cable in Texas state court. The suit was subsequently removed to the United States District Court for the Southern District of Texas. *City of McAllen v. Time Warner Entn’t Advance Newhouse P’ship*, Case No. M-10-393 (S.D. Tex. 2010).

3. MISD, the City of McAllen, and the other Texas local governments have now settled their dispute with the company. A copy of the Settlement Agreement and Mutual Release is attached hereto at Exhibit A.

4. The local governments that brought suit against Time Warner Cable have filed to dismiss their claims in accordance with the Settlement Agreement.

5. In accordance with paragraph 28 of the agreement, MISD hereby withdraws its Emergency Petition for Temporary Standstill.

Respectfully submitted,



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Joseph Van Eaton
Gerard L. Lederer
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Counsel for the McAllen Independent School District

December 10, 2010

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Time Warner Entertainment-Advance/Newhouse Partnership, its subsidiaries, affiliates, parents, successors and assigns (“TWC”) and the cities of Brownsville, Corpus Christi, Edinburg, Laredo, McAllen, San Juan, San Marcos, and Weslaco, TX (individually a “City” and collectively, “the Cities”) (jointly, “the Parties”) and the McAllen Independent School District (“MISD”) and is effective as of November 10, 2010 (the “Effective Date”).

WHEREAS, a dispute has arisen between the Parties over TWC’s plan to migrate the public, educational and governmental (“PEG”) channels from analog format to a digital format (the “TWC Digitization Plan”) as announced by TWC to the Cities in letters dated on or about June 28 or 29, 2010; and

WHEREAS, the Cities have commenced litigation to challenge the TWC Digitization Plan, which is styled City of McAllen, et al. v. Time Warner Entertainment-Advance/Newhouse Partnership, D/B/A Time Warner Cable, Case No. 7:10-cv-00393 (hereinafter, “the Dispute”); and

WHEREAS, the Parties desire to fully and completely settle and resolve the Dispute as set forth below.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for the consideration herein contained and provided for, TWC, the Cities and MISD agree as follows:

1. This Agreement shall be effective as of the Effective Date and shall terminate ten (10) years from the Effective Date or on such date when TWC is no longer required to carry PEG channels on TWC's cable systems in the Cities, whichever date is earlier, or such earlier date as set out in this Agreement. Upon termination of this Agreement, TWC's PEG obligations, if any, in the Cities shall be defined solely by law or franchise.

Digitization of PEG Programming

2. The Parties hereby agree that TWC may transition all PEG channels in the Cities that TWC is required to carry under applicable law, franchise or regulation ("PEG Channels") from analog to digital format, pursuant to the terms of this Agreement, provided that such digital migration shall not occur any earlier than January 8, 2011 (the "PEG Digital Transition Date"). Unless and until any City elects the switched-digital video alternatives as described below, TWC shall carry the PEG channels in Standard Definition ("SD") digital format on a non-switched basis. After the PEG Digital Transition Date, TWC shall have no obligation to carry any PEG Channel in the Cities in an analog format. After the PEG Channels are transitioned to digital format, the PEG Channels delivered in non-switched SD format will be provided to all subscribers as part of the Basic Service Tier provided that the subscriber has the necessary equipment to receive unencrypted, non-switched SD programming.

Switched Digital Video Transmission

3. Paragraphs 3 through 16 of this Agreement relate to the Cities' rights pursuant to this Agreement to elect to have some or all PEG programming in the City carried by switched-digital video ("SDV") transmission.

4. TWC agrees that, at any time within 10 years from the Effective Date of this Agreement, if TWC is then required by law or enforceable franchise to carry PEG Channels in a City and TWC is then employing SDV technology on its cable system in such City, the City may elect to have some or all of the PEG Channels in the City carried on TWC's cable system on the following SDV basis, instead of on a non-SDV basis.

- a. The Cities may make this election at different times for different PEG Channels. This election, once made, for any PEG Channel is final except as provided in this paragraph 4. If this election is made, TWC will carry the PEG Channel(s) on a SDV basis (i) until the end of the 10-year term of this Agreement, or (ii) until TWC no longer uses SDV to deliver any video service other than PEG programming in the City, whichever occurs first.

- b. To remove any doubt, TWC is not required by this Agreement to carry any PEG Channel on both a SDV and non-SDV basis, and TWC is not obligated by this Agreement (i) to carry the PEG Channels in SDV format if it is not carrying other, non-PEG, programming on a SDV basis, or (ii) if a court, legislature or agency of competent jurisdiction issues a order, decision, rule or statute that prohibits TWC from providing PEG programming on an SDV basis. .
- c. Except for the carriage of multiple PEG feeds of a PEG channel pursuant to the SDV alternative set forth in paragraphs 3 to 16 of this Agreement, this Agreement does not require TWC to carry more than the number of PEG Channels in each City otherwise required by law or enforceable franchise.
- d. Any election by the City of San Juan for SDV carriage of programming provided to the Pharr, San Juan, Alamo ("PSJA") School District shall apply to the entire school district.
- e. Notwithstanding anything else in this Agreement, if TWC ceases to provide SDV service or is prohibited as a matter of law from providing PEG programming

in an SDV format the Cities may require TWC's carriage of PEG Channels on a non-switched basis as permitted by law or enforceable franchise.

5. TWC will provide the PEG programming on a SDV basis pursuant to this Agreement upon 60 days written notice from the City and any required additional notice to subscribers, if applicable. On written request by a City, TWC will respond to reasonable questions from a City regarding implementation of a SDV election pursuant to this Agreement.

6. For each PEG Channel that TWC is required to carry in a City, TWC will carry on a SDV basis one PEG program feed in High Definition ("HD") format and one program feed in SD format, along with accompanying audio, V-chip, closed captioning and up to one second language audio, and any other material that the Federal Communications Commission ("FCC") has specifically identified as program-related material and has expressly required cable operators to retransmit as part of the digital broadcast signal of each television station ("Required Material"); provided such feeds do not exceed a total of 19.4 Mbps received from the PEG program provider. In the alternative, at the election of the City or its designee, TWC will carry up to 4 SD program feeds on a SDV basis, along with the Required Material as noted above subject to the 19.4 Mbps limit. The PEG provider may alternate between these usages on a reasonable basis, upon periodic coordination with

TWC. The PEG providers' feeds shall conform to reasonable technical specifications provided by TWC.

7. TWC agrees to apply substantially the same technical standards and policies with respect to TWC's remodulation and manipulation of the PEG signals that TWC applies to its statmuxing of comparable transport streams (in comparable formats) and/or comparable types of programming (e.g., sports, movies) of other linear satellite-delivered advertiser supported programming service and transmitted to TWC in the same format.

8. TWC will not materially degrade the picture quality of the programming contained in the PEG signal, as received by the viewer, from a reasonable viewer's perspective.

9. The digital converter boxes that TWC has provided to customers, and the digital converter boxes that TWC proposes to provide to customers (including courtesy accounts) pursuant to this Agreement, will permit viewing of the SDV PEG programming contemplated by this Agreement. The Parties understand and agree that none of these provisions regarding SDV delivery or program quality overrides the limitation on TWC's obligation not to accept material from any PEG programmer that is greater than 19.4 Mbps.

10. TWC will not intentionally do anything to prevent recording of the PEG programming delivered on a SDV basis, unless TWC precludes such recording on all similarly situated programming services, provided that the viewer has the necessary reception and recording equipment. The Cities hereby acknowledge and agree that the reception of such SDV PEG programming will require that the viewer has digital reception equipment capable of accessing programming delivered using SDV, such as a digital converter or a unidirectional digital cable product equipped with a CableCARD and tuning adapter, for each television used to view the SDV PEG video programming.

11. The SDV delivery provided for in this Agreement may be used by the Cities only for non-commercial PEG video service and accompanying Required Material.

12. Customers shall be able to access the PEG Channels in the same manner as customers access non-switched programming.

13. Except as otherwise expressly set forth in this Agreement or as otherwise expressly required by law or franchise agreement, any capital costs necessary for the Cities to provide PEG programming to TWC for SDV delivery, or for the Cities to receive SDV, will be borne by the Cities.

14. With the exception of the link between Corpus Christi Courthouse and TWC's headend, TWC provides connections from PEG locations that

will support transmission of the feeds required for the SDV option. TWC will be responsible for maintaining current return feeds from existing PEG programming origination locations in the Cities and for all equipment necessary at TWC's hubs and headends to transmit the SDV signals. To avoid any doubt as to the meaning of this paragraph, TWC will provide and maintain at its expense existing links from the Cities' PEG origination points to TWC which are necessary to provide return path transport of Cities' PEG programming. In addition, TWC shall provide at its expense all equipment at its hubs and headend that are necessary to provide the SDV service. Each PEG programmer will reimburse TWC for the purchase of a network interface unit to interface with the fiber-optic link at the point where each programmer connects to the TWC return feeds. The interface shall be owned and managed by TWC. The PEG programmer's expenses for the interface unit will not exceed \$2,700, except that this cap shall not apply in any case where more than one PEG Channel originates at the same location, unless all PEG Channels at that location elect to convert to SDV at the same time. TWC will maintain the interface unit throughout the time, during the term of this Agreement, that TWC is carrying the PEG programming in SDV.

15. The Cities hereby authorize TWC to place the SDV PEG feeds on a separate PEG tier that will be available, without an additional service charge for the PEG tier, to all customers who subscribe to any other video service. TWC does not waive the right to take advantage of any current

or future law or judicial decision regarding tiering or packaging of services, including PEG services. Likewise, the Cities do not waive any grounds on which they may object to any future tiering or packaging of services, including PEG services, except as provided for in this paragraph.

16. The City of Laredo agrees that, absent a change in current law, TWC shall not be obligated to carry any of the City's PEG Channels in SDV format until the FCC has made an affirmative finding of effective competition finding covering that City.

PEG Support.

17. Any City now under a local franchise may give TWC 60 days notice of its intent to terminate the local franchise, and TWC shall then promptly apply for a state-issued franchise and thereafter be subject to the terms and conditions of a state issued franchise, including any PEG support obligations pursuant to Texas law, Tex. Util. Code Ann. § 66.006. See id. § 66.003 & .004.

Other Digital PEG Transition Support.

18. In addition, whether or not any City elects to use SDV delivery for the transmission of its PEG programming, TWC shall also provide the following:

- a. TWC shall provide one digital-to-analog set-top converter box ("STB") to any TWC video customer who does not subscribe to any TWC video service except for the Basic

- Service Tier (a “BST-Only Subscriber”) who requests a STB free of charge (so long as the subscriber remains a TWC BST-Only Subscriber) through December 31, 2015.
- b. TWC shall provide one STB to any TWC Standard Service (BST plus the expanded basic tier) customer who does not lease a STB from TWC (a “SST-Only Subscriber”) and who requests a STB within 60 days of the PEG Digital Transition Date. Such STB shall be free to such SST-only subscriber, for one year from the PEG Digital Transition Date.
 - c. The type of STBs provided free to customers pursuant to this Agreement shall be at TWC’s sole discretion and need not support or provide any other services, provided that the STBs are able to receive the PEG programming. To the extent TWC provides other equipment that would allow BST-Only subscribers and SST-Only subscribers to receive PEG programming, TWC need no longer provide a STB, and to the extent customers lease a STB from TWC, TWC has no further obligation to provide a free STB.
 - d. TWC shall provide such free STBs to subscribers (i) by having the customer pick up a STB from a TWC office, (ii) by sending the STB to the subscriber’s address by overnight mail, or (iii) by delivering and installing the STB for the

subscriber for the standard delivery and installation fee (currently \$40.00), at the customer's choice. TWC shall waive such delivery and installation fee for people over 64 years of age, for people with disabilities, and for low-income people (people who can demonstrate that they are in a household where a child receives free school lunches, where the household is receiving Medicaid or food stamps, or if the customer can show he or she is receiving utility assistance).

- e. When the PEG Channels in the City are initially migrated to digital format, they will be "channel-mapped" so that, for a customer with a STB, the Channels will appear to be on the same channel where they appeared immediately prior to the PEG Digital Transition Date. For a person with an advanced television with a QAM tuner and without a STB, the channels will appear at a different location. The Cities' PEG programming shall be channel-mapped for no less than one year from the Digital Transition Date. TWC retains the right to change channel line-ups to the extent it has the legal right to do so, and the Cities do not waive any legal rights they may have to object to any change in channel line-ups, other than as provided for in Paragraph 15. This Agreement is not intended to lock into place channel assignments if not otherwise required by law beyond the one-year period.

- f. STBs provided by TWC pursuant to this Paragraph 18 shall be replaced by TWC free of charge, if through no fault of the customer, the STB does not properly function during such time as it is provided without monthly rental.

19. The Cities may provide TWC with contact information (which should include a name, and an address, telephone number or email address) for TWC customers who have affirmatively requested from a City or a school district within a City that TWC provide them a STB. TWC agrees to use commercially reasonable efforts to contact by telephone or email each such person who a City identifies as having requested a STB within two (2) business days of the day when the City provides TWC with sufficient information for TWC to contact the person by one of these means.

20. TWC will train its technicians to advise eligible new customers who do not otherwise receive a STB that they may need a STB to receive PEG channels and whether they are entitled to a STB for free pursuant to (and subject to the terms of) this Agreement.

21. Where as of the Effective Date, TWC provides a connection for free courtesy service to a City or a school district that serves a City, TWC will provide a STB for every television set in place as of the Effective Date that requires a STB to receive PEG channels. As used in this paragraph the term "provide" includes installation, unless a City or school opts to perform the installation itself. TWC will work with all such Cities and school

districts to assist in the placement of STBs on a timely basis, subject to the full cooperation of the Cities and school districts. TWC understands that the school districts may not wish to interrupt classroom instruction, but the Cities and MISD understand that the ability of TWC to install STBs prior to the PEG Digital Transition Date will depend on TWC's access to locations where a STB is required.

22. Where the wiring in a City's or school's facilities will not pass the signal used for a non-switched SD PEG Channel because of the frequency proposed by TWC, TWC will take all reasonable efforts in good faith, including, but not limited to, use of a lower frequency carrier, if necessary, to ensure that the signal can be received by the City or school to the extent the PEG programming could be received prior to TWC's digitization of the channel.

23. Notwithstanding any other provision in this Agreement, all obligations set forth in paragraphs 18-20 of this Agreement will expire in any City when TWC no longer provides any services in the City by means of analog delivery, in other words, when TWC has gone "All-Digital" in the City (or earlier, as otherwise set forth in this Agreement).

24. Notwithstanding any other provision in this Agreement, nothing in this Agreement is intended to require the carriage of PEG channels if not otherwise required by law or enforceable franchise. None of the Parties

waive their rights to seek legislative or regulatory changes or judicial challenges not focused on the Cities related to carriage of PEG channels.

Support of Settlement

25. The Parties and MISD understand that one or more of the Cities and MISD will require action by their City Councils or equivalent bodies to approve this Settlement Agreement. Each of the persons signing below on behalf of any City Party or MISD is not binding that Party or MISD to accept the Settlement Agreement, but warrants that he or she will fully support and recommend final approval of the Settlement Agreement. If all Cities and MISD have not finally approved this Settlement Agreement without further amendment by 30 days after the Effective Date, this Settlement Agreement shall have no further force and effect and shall be void. The Parties agree that, in that case, they shall immediately jointly seek a preliminary injunction hearing before the United States District Court in the matter of City of McAllen, et al. v. Time Warner Entertainment-Advance/Newhouse Partnership, D/B/A Time Warner Cable, Case No. 7:10-cv-00393 (the "Lawsuit"), as soon as the Court is able to schedule such a hearing.

Authority of TWC Signatory

26. The signatory below for TWC represents and warrants that he or she has full authority to bind TWC and its affiliates as stated in the first paragraph of this Agreement to the terms of this Agreement.

Cities' Claims Dismissed With Prejudice

27. Within three business days of final approval of the last City to this Settlement Agreement, the Cities will file with the Federal District Court for the Southern District of Texas a motion to dismiss all of their claims against TWC in the Lawsuit, with prejudice. The date the Cities make such a filing shall hereafter be called the "Dismissal Date."

MISD Petition

28. On the Effective Date, the Parties shall advise the Federal Communications Commission of this Settlement Agreement and shall provide a copy of the Agreement to the Commission. Within three days of the Dismissal Date, the McAllen Independent School District shall withdraw the Petition filed with the Federal Communications Commission by the McAllen Independent School District on September 20, 2010, seeking an "emergency temporary standstill" of TWC's and other cable operators' transition of PEG programming to digital format.

Notice and Cure

29. Unless otherwise unreasonable under the circumstances, prior to filing any lawsuit to enforce or obtain damages for violation of this Agreement, the Party aggrieved (the "Aggrieved Party") shall provide to the other Party (the "Alleged Breaching Party") written notice of the alleged breach and shall provide a reasonable opportunity to cure the

alleged breach. The notice must sufficiently describe the alleged breach, including any actions or omissions giving rise to the alleged breach and any alleged damage. In the event the notice does not provide the Alleged Breaching Party") a sufficient description of the alleged breach, the Alleged Breaching Party may request, within three (3) business days of receipt of the notice, a clarification of the alleged breach. In the event the Aggrieved Party provides notice and opportunity to cure pursuant to this paragraph and Alleged Breaching Party does not cure the breach within a reasonable time, the Aggrieved Party may seek any and all available remedies.

30. All notices shall be given in writing and shall be hand delivered or deposited in the United States Mail in a sealed envelope, with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the Party to which notice is being given, as set forth in Exhibit A to this Agreement. Such addresses may be changed by either party upon notice to the other party given as provided in this paragraph. In addition, either Party may agree to receive certain notices by email at an email address which it provides to other party.

The Cities' Waiver of Claims

31. As of the Dismissal Date, the Cities waive any and all claims they have raised in the Lawsuit against TWC for any claims that have been raised in the Dispute, other than as provided for in this Agreement.

TWC's Waiver of Claims

32. As of the Dismissal Date, TWC hereby waives any and all claims against the Cities for any claims that have been raised in the Dispute, other than as provided for in this Agreement.

Mutual Releases

33. Upon the Dismissal Date, TWC and its predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, release the Cities and their predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, from any and all claims, liabilities, demands, actions, causes of action, suits, debts, sums of money, damages, costs, expenses, attorneys' fees and remedies of any type whatsoever, known or unknown, accrued or unaccrued, now existing or hereinafter discovered, regarding the Dispute, other than as provided for in this Agreement.

34. Effective upon the Dismissal Date, the Cities, on behalf of themselves and their predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members,

partners, shareholders, agents, representatives and assigns, releases TWC, and each of its predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, from any and all claims, liabilities, demands, actions, causes of action, suits, debts, sums of money, damages, costs, expenses, attorneys' fees and remedies of any type whatsoever, known or unknown, accrued or unaccrued, now existing or hereinafter discovered regarding the Dispute, other than as provided for in this Agreement. Without limiting the foregoing, TWC understands and agrees that this release does not include any franchise fee claims.

35. Neither this Agreement nor any negotiations or proceedings connected with this Agreement shall be considered, offered, received as or deemed to be evidence of an admission on the part of any Party hereto of any fact, allegation, claim, statement, culpability, liability or wrongdoing whatsoever, whether as alleged in connection with the Parties' dispute or otherwise.

36. The Parties cannot alter or modify this Agreement except by an instrument in writing executed by the Parties' duly authorized representatives.

37. This Agreement may be executed by facsimile or electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

38. This Agreement shall be considered to have been prepared jointly by the Parties, and in any disputes in connection with this Agreement, shall not be construed against any Party based on authorship.

39. The failure of any Party to this Agreement to insist upon strict performance of the terms and conditions in this Agreement shall not constitute a waiver or relinquishment of that Party's right thereafter to enforce such terms or conditions.

40. This Agreement shall be binding upon and inure to the benefit of the respective successors, heirs, permitted assigns, administrators, executors and legal representatives of the Parties.

41. Any provision or obligation created by this Agreement which is determined to be invalid or in violation of law shall be unenforceable. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

Disputes regarding this Agreement.

42. The Parties agree that any dispute arising under this Agreement that either (i) raises issues of federal law or (ii) raises claims valued at \$75,000 or more (provided that diversity requirements are met) shall be brought in the Federal District Court in Texas with appropriate venue. If any claims are brought in state court by any of the Cities, such Cities must affirmatively state in their petition(s) that they are not seeking damages or recovery in excess of \$75,000. In addition, the Cities may seek specific performance of this Agreement, but the Parties acknowledge and agree that any such claim for specific performance has a value in excess of \$75,000. Furthermore, the Cities agree that they will not claim consequential damages for any violation of this Agreement.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement, intending to be bound thereby, by affixing its signature and the date thereof below.

TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP

By: 

Its: REGINALD VICE PRESIDENT - GOVERNMENT AFFAIRS - TEXAS

Date: _____

THE CITY OF BROWNSVILLE

By: _____

Its: _____

Date: _____

42. The Parties agree that any dispute arising under this Agreement that either (i) raises issues of federal law or (ii) raises claims valued at \$75,000 or more (provided that diversity requirements are met) shall be brought in the Federal District Court in Texas with appropriate venue. If any claims are brought in state court by any of the Cities, such Cities must affirmatively state in their petition(s) that they are not seeking damages or recovery in excess of \$75,000. In addition, the Cities may seek specific performance of this Agreement, but the Parties acknowledge and agree that any such claim for specific performance has a value in excess of \$75,000. Furthermore, the Cities agree that they will not claim consequential damages for any violation of this Agreement.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement, intending to be bound thereby, by affixing its signature and the date thereof below.

TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP

By: _____

Its: _____

Date: _____

THE CITY OF BROWNSVILLE

By: Alvin A. [Signature]

Its: Asst City Atty

Date: 11/2/10

THE CITY OF CORPUS CHRISTI

By: Ron Azumla

Its: Assistant City Attorney

Date: Nov. 11, 2010

THE CITY OF EDINBURG

By: _____

Its: _____

Date: _____

THE CITY OF LAREDO

By: _____

Its: _____

Date: _____

THE CITY OF MCALLEN

By: _____

Its: _____

Date: _____

THE CITY OF SAN JUAN

By: _____

Its: _____

Date: _____

THE CITY OF CORPUS CHRISTI

By: _____

Its: _____

Date: _____

THE CITY OF EDINBURG

By: *David C. Hill*

Its: *City Attorney*

Date: *11-11-10*

THE CITY OF LAREDO

By: _____

Its: _____

Date: _____

THE CITY OF MCALLEN

By: _____

Its: _____

Date: _____

THE CITY OF SAN JUAN

By: _____

Its: _____

Date: _____

THE CITY OF CORPUS CHRISTI

By: _____

Its: _____

Date: _____

THE CITY OF EDINBURG

By: _____

Its: _____

Date: _____

THE CITY OF LAREDO

By:  _____

Its: Information Services + Telecommunications Director

Date: 11/10/10

THE CITY OF MCALLEN

By: _____

Its: _____

Date: _____

THE CITY OF SAN JUAN

By: _____

Its: _____

Date: _____

THE CITY OF CORPUS CHRISTI

By: _____

Its: _____

Date: _____

THE CITY OF EDINBURG

By: _____

Its: _____

Date: _____

THE CITY OF LAREDO

By: _____

Its: _____

Date: _____

THE CITY OF MCALLEN

By: Aaron Paul

Its: Assistant City Attorney

Date: 11/11/10

THE CITY OF SAN JUAN

By: _____

Its: _____

Date: _____

THE CITY OF CORPUS CHRISTI

By: _____

Its: _____

Date: _____

THE CITY OF EDINBURG

By: _____

Its: _____

Date: _____

THE CITY OF LAREDO

By: _____

Its: _____

Date: _____

THE CITY OF MCALLEN

By: _____

Its: _____

Date: _____

THE CITY OF SAN JUAN

By: 

Its: CITY MANAGER

Date: 11-11-2010

THE CITY OF SAN MARCOS

By: Michael J. Constantino

Its: City Attorney

Date: November 12, 2010

THE CITY OF WESLACO

By: _____

Its: _____

Date: _____

THE MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

8:02:07 PM 11/9/2010

Date: _____

THE CITY OF SAN MARCOS

By: _____

Its: _____

Date: _____

THE CITY OF WESLACO

By: *[Signature]*

Its: City Manager

Date: 11-10-2010

THE MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

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THE CITY OF SAN MARCOS

By: _____

Its: _____

Date: _____

THE CITY OF WESLACO

By: _____

Its: _____

Date: _____

THE MCALLEN INDEPENDENT SCHOOL DISTRICT

By:  _____

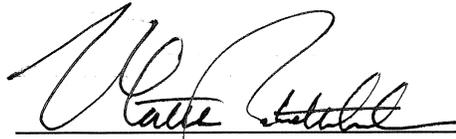
Its: James J. Ponce, Ed.D. Superintendent

Date: 11/11/2010

Certificate of Service

I hereby certify that I have caused to be sent this 10th day of December 2010, a copy of the foregoing Withdrawal, by e-mail and via first-class mail, postage prepaid, to the following person:

Gardner Gillespie
Hogan Lovells
555 13th Street, N.W.
Washington, DC 20004-1109



Matthew K. Schettenhelm

Washington, D.C.