

**EXHIBIT A**

***Issues related to processing this application:***

Jennifer L. Kostyu  
Wilkinson Barker Knauer LLP  
1800 M Street, NW  
Suite 800 North  
Washington, DC 20036  
(202) 383-3384  
Fax (202) 783-5851  
jkostyu@wbklaw.com

***Illinois designated agent:***

CT Corporation System  
600 South Second Street  
Springfield, IL 62704

***Consumer issues:***

800-COMCAST  
Or  
Michael Brady  
SVP, Government Affairs  
41112 Concept Drive, Plymouth, MI 48170  
Phone: 734-254-1894  
Fax: 734-254-1849  
Michael\_Brady@cable.comcast.com

***Customer complaint resolution:***

Michael Brady  
SVP, Government Affairs  
41112 Concept Drive, Plymouth, MI 48170  
Phone: 734-254-1894  
Fax: 734-254-1849  
Michael\_Brady@cable.comcast.com

***Technical and service quality issues:***

Michael Brady  
SVP, Government Affairs  
41112 Concept Drive, Plymouth, MI 48170  
Phone: 734-254-1894

Fax: 734-254-1849  
Michael\_Brady@cable.comcast.com

*Pricing issues:*

Michael Brady  
SVP, Government Affairs  
41112 Concept Drive, Plymouth, MI 48170  
Phone: 734-254-1894  
Fax: 734-254-1849  
Michael\_Brady@cable.comcast.com

*911 Issues:*

Frances Augustine  
303-372-1052  
5800 S. Quebec St.  
Greenwood Village, CO 80111  
Frances\_Augustine@cable.comcast.com

*Security/law enforcement issues:*

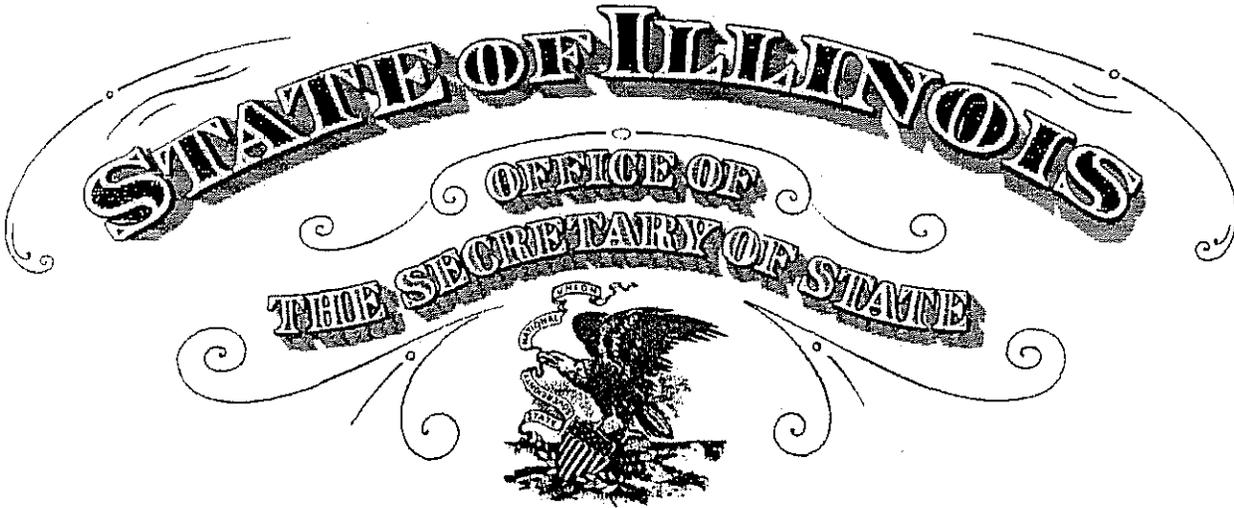
Comcast Legal Response Center  
866-947-8572

*Regulatory issues:*

Michael Brady  
SVP, Government Affairs  
41112 Concept Drive, Plymouth, MI 48170  
Phone: 734-254-1894  
Fax: 734-254-1849  
Michael\_Brady@cable.comcast.com

**EXHIBIT B**

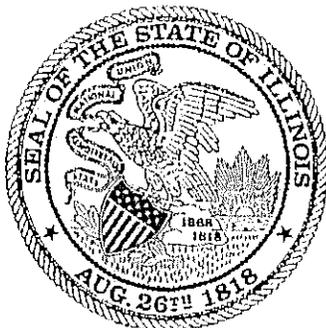
File Number 0568248-7



**To all to whom these Presents Shall Come, Greeting:**

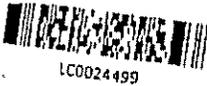
*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 3 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR COMCAST OTRI, LLC.



***In Testimony Whereof,*** I hereto set  
*my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 16TH  
day of JUNE A.D. 2016*

*Jesse White*



LC0024499

05682487

Form **LLC-45.5**

May 2012

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.cyberdriveillinois.com

Illinois  
Limited Liability Company Act  
Application for Admission to  
Transact Business

FILE #

This space for use by Secretary of State.

**FILED**

APR 15 2016

JESSE WHITE  
SECRETARY OF STATE

**SUBMIT IN DUPLICATE**

Type or Print Clearly.

This space for use by Secretary of State.

Filing Fee: \$500

Penalty: \$

Approved: *JWC*

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State.

1. Limited Liability Company Name: Comcast OTRJ, LLC

2. Assumed Name: \_\_\_\_\_  
(This item is only applicable if the company name in item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)

3. Jurisdiction of Organization: Delaware

4. Date of Organization: 03/18/2016

5. Period of Duration: Perpetual  
(Enter Perpetual unless there is a Date of Dissolution provided in the agreement, in which case enter that date.)

6. Address of the Principal Place of Business: (P.O. Box alone or c/o is unacceptable.)

1701 John F. Kennedy Boulevard  
Number Street Suite #  
Philadelphia Pennsylvania 19103-2838  
City State ZIP Code

7. Registered Agent: CT Corporation System  
First Name Middle Name Last Name

Registered Office: 600 S. Second Street Suite 103  
Number Street Suite #  
(P.O. Box alone or c/o is unacceptable.)  
Springfield IL 62704  
City Zip Code

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

8. If applicable, Date on which Company first conducted business in Illinois: \_\_\_\_\_

**PAID**

(continued on back)

APR 15 2016

DEPARTMENT OF  
BUSINESS SERVICES

LLC-45.5

9. Purpose(s) for which the Company is Organized and Proposes to Conduct Business in Illinois: the transaction  
of any or all lawful business for which limited liability companies may be organized under the Delaware Limited Liability  
Company Act and permitted under the Illinois Limited Liability Company Act

10. The Limited Liability Company: (check one)

a.  is managed by the manager(s) (List names and addresses.)

Comcast Cable Communications Management, LLC

1701 John F. Kennedy Boulevard

Philadelphia, Pennsylvania 19103-2838

b.  has management vested in the member(s) (List names and addresses.)

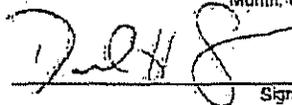
11. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

12. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.

13. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: April 5<sup>th</sup>, 2016

Month, Day, Year



Signature

Derek H. Squire, Vice President

Name and Title (type or print)

Comcast Cable Communications Management, LLC, Manager

If applicant is signing for a Company or other Entity, state Name of Company and indicate whether it is a member or manager of the LLC.

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COMCAST OTR1, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF APRIL, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "COMCAST OTR1, LLC" WAS FORMED ON THE EIGHTEENTH DAY OF MARCH, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.



5992277 8300

SR# 20162244686

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202134843

Date: 04-12-16

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:31 PM 03/18/2016  
FILED 12:31 PM 03/18/2016  
SR 20161733605 - File Number 5992277

CERTIFICATE OF FORMATION

OF

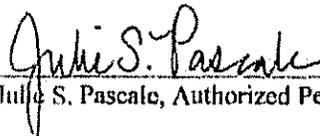
COMCAST OTRI, LLC

This Certificate of Formation of Comcast OTRI, LLC dated March 18, 2016, is being duly executed and filed by Julie S. Pascale, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-201, et seq.).

FIRST: The name of the limited liability company formed hereby is Comcast OTRI, LLC.

SECOND: The name and address of the registered agent for service of process in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

  
\_\_\_\_\_  
Julie S. Pascale, Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
COMCAST OTRI, LLC**

**a Delaware limited liability company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Comcast OTRI, LLC is entered into, as of March 18, 2016, by Comcast Phone, LLC, as the sole member of the limited liability company (the "Member").

The Member hereby forms a limited liability company pursuant to and in accordance with the limited liability company laws in the state of Delaware, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company is Comcast OTRI, LLC (the "Company").
2. Purposes. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the state of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the state of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County.
5. Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purposes set forth herein.

6. Member. The name and the mailing address of the Member are as follows:

Name:

Comcast Phone, LLC

Address:

One Comcast Center  
Philadelphia, PA 19103-2838  
Attention: General Counsel

7. Management.

7.1. Powers of Member. The Member will have the power on behalf of and in the name of the Company to carry out any and all of the purposes described herein and to perform all acts which it may, in its discretion, deem necessary, appropriate, advisable, convenient or incidental in furtherance of such purposes. There shall not be a "manager" (within the meaning of the Act) of the Company.

7.2. Officers. The Member may, from time to time as it deems advisable, select natural persons and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary and Treasurer) to any such person. Unless the Member provides otherwise, such person shall have the authorities and duties for the assigned office as are specified in the bylaws of Comcast Corporation, as amended from time to time. Any delegation pursuant to this Section may be revoked at any time by the Member. An Officer may be removed with or without cause by the Member. Whenever applicable law or the provisions of this Agreement permits or requires the approval, consent or other action of the Member with respect to the management of the Company, the appropriate Officer appointed pursuant to this Section may take such action in lieu of the Member; provided that no such Officer may act on behalf of the Member.

8. Merger and Conversion. Upon the approval of the Member, the Company may (A) merge with, or consolidate into, another limited liability company or other business entity or (B) convert to a domestic corporation, business trust or association, a real estate investment trust, a common-law trust, a general partnership (including a registered limited liability partnership) or a limited partnership (including a registered limited liability partnership).

9. Dissolution. The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (A) the written consent of the Member, or (B) the entry of a decree of judicial dissolution. Neither the commencement of bankruptcy proceedings involving the Member, the outcome thereof, nor an assignment for the benefit of the Member's creditors shall cause the Member to cease to be a member of the Company or cause the dissolution of the Company.

10. Capital Contribution. The Member has contributed \$1,000 in cash and no other property to the Company.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated solely to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate applicable law.

14. Assignments. The Member may assign in whole or in part its limited liability company interest.

15. Resignation. The Member may at any time resign from the Company. If the Member resigns pursuant to this Section, an additional member shall be admitted to the Company, subject to the following Section, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

16. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional member of the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have more than one member.

17. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or Officer of the Company, respectively.

18. Indemnification.

18.1. Indemnification. The Company shall indemnify the Member, any person who is an Officer of the Company, or any Officer who is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise (any such person is hereinafter referred to in this Section 18 as an "Indemnified Person") against expenses (including, but not limited to, attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by such Indemnified Person ("liabilities"), to the fullest extent now or hereafter permitted by law in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (as used in this Section 18, "Proceeding" or, in the plural, "Proceedings"), brought or threatened to be brought against such Indemnified Person by reason of the fact that he or she is or was serving in any such capacity or in any other capacity on behalf of the Company, the Member or any of the Company's subsidiaries. The Member by resolution adopted in each specific instance may similarly indemnify any person other than an Indemnified Person (any such person is hereinafter referred to in this Section 18 as an "Other Person") for liabilities incurred by him or her in connection with services rendered by him or her for or at the request of the Company, the Member or any of the Company's subsidiaries. Notwithstanding the foregoing, indemnification of an Indemnified Person shall not be made (i) in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness; or (ii) in connection with a Proceeding (or part thereof) initiated by an Indemnified Person (except in connection with a Proceeding to enforce a right to indemnification or advancement of expenses under this Article 18), unless required by the Act or otherwise authorized by the Member.

18.2. Advances. Expenses (including, but not limited to, reasonable attorneys' fees) incurred by any Indemnified Person in defending a Proceeding shall be paid by the Company in advance of the final disposition of such Proceeding upon receipt of an undertaking, by or on behalf of such Indemnified Person, to repay such amount without interest if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized by law. Advance expenses (including, but not limited to, reasonable attorneys' fees) incurred by Other Persons may be paid if the Member deems appropriate and upon such terms and conditions, including the giving of an undertaking, as the Member deems appropriate.

18.3. Applicability; Survival. The provisions of Sections 18.1 and 18.2 shall be applicable to all Proceedings commenced before or after the adoption of this Section 18, whether such arise out of acts or omissions which occurred prior or subsequent to such adoption and shall continue as to a person who has ceased to be an Indemnified Person (or, where and so long as the Member has authorized indemnification or advancement of expenses to an Other Person in accordance with this Section 18, to an Other Person who has ceased to render services for or at the request of the Company, the Member or any of the Company's subsidiaries) and shall inure to the benefit of the heirs, executors and administrators of such a person.

18.4. Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was an Indemnified Person or Other Person against any liability asserted against him or her and incurred by him or her while serving in any such capacity, or in any other capacity on behalf of

the Company, the Member or any of the Company's subsidiaries, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under law.

18.5. Non-Exclusivity. The indemnification and advancement of expenses provided by or granted pursuant to this Section 18 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under this Agreement, other agreement, or otherwise, both as to action or inaction in his or her official capacity and as to action or inaction in another capacity while holding such office.

19. Outside Business. The Member may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Member shall not be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and the Member shall have the right to take for its own account (individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to others any such particular investment opportunity.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the state of Delaware, without regard to the rules of conflict of laws thereof.

21. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

23. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

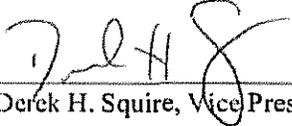
24. Sole Benefit of Member. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Limited Liability Company Agreement as of the day and year first aforesaid.

MEMBER:

Comcast Phone, LLC

By: Comcast Cable Communications Management,  
LLC, its Manager

By:   
Derek H. Squire, Vice President