

RESOLUTION NO. 97-M-51

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, APPROVING THE ASSIGNMENT AND TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISE FROM HUNTER'S CREEK COMMUNICATIONS CORPORATION TO WESTBROOK HUNTER'S CREEK COMMUNICATIONS, L.P.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hunter's Creek Communications Corp. ("HCC"), currently holds a nonexclusive franchise to engage in the business of cable television within unincorporated Orange County, Florida (the "Franchise");

WHEREAS, the Franchise was granted to HCC on June 23, 1986;

WHEREAS, pursuant to the Franchise, HCC owns, operates, and maintains a cable television system in Orange County (the "System");

WHEREAS, HCC has entered into an agreement with Westbrook Hunter's Creek Communications, L.P. ("WHCC") whereunder WHCC has agreed to acquire from HCC, and HCC has agreed to assign and transfer control of the System and the Franchise to WHCC (the "Transfer");

WHEREAS, after the Transfer, WHCC will own and control the System and will be the cable franchisee;

WHEREAS, on September 12, 1997, HCC and WHCC jointly submitted to Orange County, Florida, an application on Federal Communications Commission ("FCC") Form 394 for consent to the Transfer and have submitted such other information concerning the Transfer as required by the Franchise, applicable law, and the Orange County Cable Television Ordinance (collectively the "Transfer Application");

WHEREAS, WHCC has the technical ability, financial capability and legal qualifications to operate a cable television system; and

WHEREAS, no reason has been shown why a transfer of franchise should not be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

Section 1. Control of the Franchise is hereby approved to be assigned and transferred to WHCC, and the Franchise is hereby approved to be assigned and transferred to WHCC, to have and to hold for the remaining term of the franchise, subject to all the following terms and conditions.

a) WHCC shall comply with all the provisions of the Franchise, the control of which is being transferred;

b) WHCC shall abide by all the provisions of the Orange County Cable Television Ordinance, as it may be amended from time to time, and all the provisions of any other applicable laws, ordinances, or regulations, as they may be amended from time to time;

c) WHCC shall assume all obligations and liabilities under the Franchise, including, without limitation, all obligations of HCC, if any, as are currently required to have been performed but may not have been performed;

d) WHCC agrees that neither the County's consent to assignment and transfer of control of the Franchise pursuant to the transaction nor the completion of the transaction shall in any way diminish or otherwise affect adversely any right that the County has, may have, or may at any time or in any manner subsequently acquire, with respect to any matter, and shall not diminish or otherwise affect adversely any right the County would have had with respect to any matter, including, but not limited to, any renewal of the Franchise or the County's right to consider pre-transaction breaches in any renewal, and any right of the County to compensation or other remedies

in respect of alleged prior breaches of the Franchise or any other prior commitment made with respect to performance under the Franchise, had the transaction or the County's consent to the assignment and transfer of the Franchise pursuant to the transaction never occurred;

e) In the event of any breach of any of the material terms or conditions of this Resolution or any persistent failure to comply with any term or condition of this Resolution, which breach or persistent failure shall continue for more than thirty (30) days after notice from the County, such breach or failure shall constitute a material breach of the Franchise and the thirty (30) day cure period described above shall satisfy the cure period under the Franchise and shall entitle the County to all rights and remedies under the Franchise for such a breach and under applicable law; and

f) The County Administrator is authorized to prepare and execute any agreements or other documents necessary or appropriate to implement this Resolution, provided such have been approved as to form by the Office of the County Attorney.

Section 2. Prior to the Transfer becoming effective:

a) WHCC shall become a signatory to the franchise document through an amendment thereto;

b) HCC shall pay all costs and expenses that the County has incurred or incurs for the services of third parties (including attorneys and other consultants) in connection with the County's consideration, approval, and implementation of the Transfer Application and this Resolution, and such costs and expenses shall be paid within five (5) business days after receipt of any request for payment from the County, and none of such costs and expenses or the payment thereof shall

constitute an offset against the franchise fees or other amounts due the County pursuant to the Franchise or otherwise.

c) WHCC shall execute and deliver to the County a document embodying its agreement to all their terms and conditions of subsections 1 a), b), c) and d) of this Resolution in form and substance satisfactory to the Office of the County Attorney, and such document shall be executed and delivered within fifteen (15) business days after adoption of this Resolution.

ADOPTED THIS 2nd DAY OF DECEMBER, 1997.

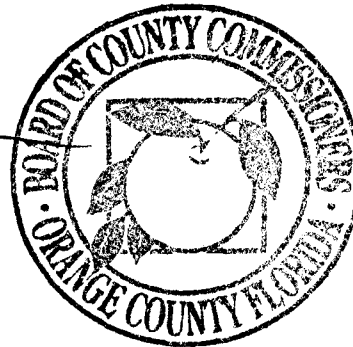
ORANGE COUNTY, FLORIDA

By: Jean C. Bennett  
Linda W. Chapin  
County Chairman

Date: 12/4/97

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: Martha O. Haynie  
Deputy Clerk



sac:ordreso:westbrk  
(11/25/97)