

RESOLUTION NO. 98-1

**RESOLUTION OF THE TOWN OF ULEN, INDIANA  
APPROVING THE TRANSFER OF THE CABLE TELEVISION FRANCHISE**

**WHEREAS**, TCI of Indiana, Inc. ("Franchisee") owns, operates, and maintains a cable television system ("System") in the Town of Ulen, Indiana (the "Franchise Authority"), pursuant to an ordinance dated October 30, 1987 (the "Franchise"), and Franchisee is the duly authorized holder of the Franchise; and

**WHEREAS**, Franchisee, Insight Communications Company, L.P. ("Insight"), and Insight Communications of Indiana, LLC ("Transferee"), together with certain other related parties, are parties to an Asset Contribution Agreement and an Operating Agreement, pursuant to which the System and the Franchise (after one or more intermediate transfers pursuant to an intercompany restructuring of Franchisee) will be transferred to Transferee (the "Transfers"); and

**WHEREAS**, Franchisee and Transferee have requested consent by the Franchise Authority to the Transfers in accordance with the requirements of the Franchise and have filed an FCC Form 394 with the Franchise Authority; and

**WHEREAS**, the Franchise Authority has investigated the qualifications of Transferee and finds it to be a suitable transferee;

**NOW THEREFORE BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:**

**SECTION 1.** The Franchise Authority hereby consents to the Transfers, all in accordance with the terms of the Franchise.

**SECTION 2.** The Franchise Authority confirms that (a) the Franchise was properly granted or transferred to Franchisee, (b) the Franchise is currently in full force and effect and will expire on October 29, 2002, subject to options in the Franchise, if any, to extend such term, (c) the Franchise supersedes all other agreements between the parties, (d) the Franchise represents the entire understanding of the parties and Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise, and (e) Franchisee is materially in compliance with the provisions of the Franchise and there exists no fact or circumstance known to the Franchise Authority which constitutes or which, with the passage of time or the giving of notice or both, would constitute a material default or breach under the Franchise or would allow the Franchise Authority to cancel or terminate the rights thereunder.

**SECTION 3.** Transferee may transfer the Franchise or control related thereto to any entity controlling, controlled by, or under common control with Transferee.

*original mailed  
to TCI  
6/20/95*

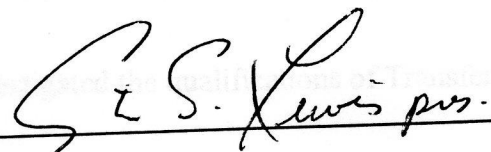
**SECTION 4.** The Franchise Authority hereby consents to and approves the assignment, mortgage, pledge, or other encumbrance, if any, of the Franchise, the System, or assets relating thereto, as collateral for a loan.

**SECTION 5.** This Resolution shall be deemed effective upon the closing of the Transfers (the "Closing Date").

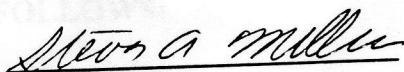
**SECTION 6.** The Franchise Authority releases Franchisee, effective upon the Closing Date, from all obligations and liabilities under the Franchise that accrue on and after the Closing Date; provided that Transferee shall be responsible for any obligations and liabilities under the Franchise that accrue on and after the Closing Date.

**SECTION 7.** This Resolution shall have the force of a continuing agreement with Franchisee and Transferee, and Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Transferee.

**PASSED, ADOPTED AND APPROVED** this 11<sup>th</sup> day of JUNE, 1998.

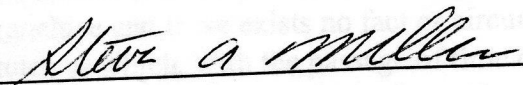
By:  G. S. Lewis pres.

ATTEST:

  
Clerk

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I, the undersigned, being the duly appointed, qualified and acting Clerk of the Town of Ulen, Indiana, hereby certify that the foregoing Resolution No 98-1 is a true, correct and accurate copy as duly and lawfully passed and adopted by the governing body of the Town on the 11<sup>th</sup> day of JUNE, 1998.

  
Clerk