

**CONSENT RESOLUTION AUTHORIZING THE TRANSFER OF
CABLE TELEVISION FRANCHISE AND THE ASSIGNMENT
OF THE ASSETS AND THE FRANCHISE AS COLLATERAL**

WHEREAS, the cable television franchise in the Town of Greenville (the "Franchise") is currently owned and operated by Sammons of Indiana (the "Franchisee"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of April 5, 1995, (the "Purchase Agreement") by and between Marcus Cable Associates, L.P., a Delaware limited partnership, as buyer ("Buyer"), and Sammons Communications, Inc., a Delaware corporation, Sammons Communications of Connecticut, Inc., a Connecticut corporation, Sammons Communications of Washington, Inc., a Delaware corporation, Sammons Communications of Texas, Inc., a Texas corporation, Sammons Communications of Illinois, Inc., a Delaware corporation, Sammons Communications of Virginia, Inc., a Delaware corporation, Sammons Communications of Mississippi, Inc., a Delaware corporation, Sammons of Indiana, an Indiana general partnership, and Sammons of Fort Worth, a Texas general partnership, as sellers (collectively, "Seller", unless the context otherwise requires), the Town of Greenville (the "Franchising Authority") has received a request for approval to assign the Franchise and transfer the CATV ordinance from the Franchisee to Buyer, or at Buyer's election, any affiliated entity controlling, controlled by, or under common control with Buyer (Buyer, or any such entity, a "Transferee"); and

WHEREAS, Transferee, as the proposed assignee and transferee of Franchisee, from and after the date of the closing of the transactions described in the Purchase Agreement, shall assume and agree to perform each and every obligation of the Franchisee under the Franchise;

NOW, THEREFORE, BE IT RESOLVED, that the sale, transfer and assignment of the rights, responsibilities and benefits of the Franchise from Franchisee to Transferee is hereby permitted and approved; and

BE IT FURTHER RESOLVED, that the Franchise (and the related CATV ordinance) is in full force and effect without default thereunder by the Franchisee to the date hereof in accordance with its terms and conditions as set forth therein and that no breach has occurred or is continuing under the Franchise; and

BE IT FURTHER RESOLVED, that the Franchising Authority waives any rights of first refusal that it may have to assume the Franchise upon any transfer contemplated hereunder; and

BE IT FURTHER RESOLVED, that Transferee may, at any time and from time to time, assign or grant or otherwise convey one or more liens or security interests in its assets, including its rights, obligations and benefits in and to the Franchise (the "Collateral") to any lender ("Secured Party") providing financing to Transferee, from time to time, that the Franchising Authority agrees that consent to a transfer is hereby deemed approved if the Collateral is assigned and transferred as a result of a foreclosure; and

BE IF FURTHER RESOLVED, that the consent to transfer herein provided shall be effective upon and only effective concurrent with the closing of the transactions described in the Purchase Agreement and the subsequent transfer of the assets related to the Franchise to Transferee and Transferee shall notify the Franchising Authority promptly upon the closing of such transactions.

ADOPTED by the Franchising Authority on this 11 day of JULY, 1995.

Town of Greenville

by: Robert Wilkins

title: PRESIDENT TOWN BOARD

Attest:

[Signature]