

RESOLUTION NO. 3-92

A RESOLUTION TRANSFERRING A FRANCHISE TO
OPERATE A COMMUNITY ANTENNA TELEVISION SYSTEM
IN LEONARDTOWN, MARYLAND

WHEREAS, Simmons Communications Company, L.P. ("Simmons") operates a cable television system in Leonardtown, Maryland (the "Town") pursuant to that certain franchise agreement dated May 11, 1987, as amended to the date hereof (the "Franchise");

WHEREAS, Simmons desires to assign and transfer the Franchise to American Cable TV Investors 5, Ltd., a Colorado limited partnership ("ACTV"); and

WHEREAS, Simmons has requested that the Town approve the foregoing assignment and transfer to ACTV;

NOW THEREFORE, BE IT RESOLVED by the Town that:

1. The Town, after due consideration, hereby consents to and approves the assignment and transfer of the Franchise to ACTV, and for such purpose the Town hereby approves that certain Assignment, Assumption and Consent (the "Consent") heretofore submitted to the Town by Simmons, a copy of which Consent is annexed hereto as Exhibit A and the terms and provisions of which Consent are incorporated herein by this reference.

2. The Town authorizes any Town official, officer, representative or employee, acting alone, to execute and deliver the Consent to Simmons in a form substantially similar to Exhibit A hereto.

PASSED, APPROVED AND ADOPTED by Leonardtown, Maryland, this 22 day of April, 1992.

LEONARDTOWN, MARYLAND

By: Stephen Z. Raley
Title:

ATTEST:

Amita N. Auld
Town Clerk

LEONARDTOWN, MARYLAND

CATV FRANCHISE AGREEMENT

ASSIGNMENT, ASSUMPTION AND CONSENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT, effective as of the Closing Date referred to in the final paragraph hereof, is among Simmons Communications Company, L.P., a Delaware limited partnership ("Simmons"), American Cable TV Investors 5, Ltd., a Colorado limited partnership ("ACTV"), and Leonardtown, Maryland (the "Town"),

WITNESSETH:

WHEREAS, Simmons operates and maintains a cable television system in Leonardtown, Maryland (the "System") pursuant to that certain franchise agreement dated May 11, 1987, as amended to the date hereof (the "Franchise");

WHEREAS, Simmons desires to sell, assign and otherwise transfer substantially all of its System-related assets (the effective date of such transaction being the "Closing Date"), and to assign and transfer the Franchise to ACTV on the Closing Date; and

WHEREAS, Simmons and ACTV desire to accomplish, and the Town is willing to consent to and facilitate, the transactions referred to in the preceding paragraph;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Simmons hereby assigns and transfers the Franchise to ACTV, effective on and as of the Closing Date.

2. ACTV hereby (i) accepts the foregoing assignment and transfer of the Franchise, (ii) accepts and agrees to be bound by all of the terms and provisions of the Franchise and (iii) covenants and agrees to perform and fulfill all of the duties and obligations of Simmons thereunder insofar as such duties and obligations are to be performed or fulfilled on or after the Closing Date.

3. The Town hereby (i) confirms that the Franchise is in full force and effect, (ii) confirms that the Franchise is scheduled to expire on May 10, 1997, (iii) consents to the assignment and transfer of the Franchise, and the sale, assignment or transfer of substantially all of the System-related assets, by Simmons to ACTV on and as of the Closing Date, (iv) acknowledges and affirms that no breach attributable to Simmons, and no event of default, has occurred or is continuing under the

Franchise, (v) covenants and agrees that, from and after the assignment and transfer of the Franchise by Simmons to ACTV on and as of the Closing Date, the Town shall deem the Franchise to be validly assigned to and held by ACTV and (vi) agrees that ACTV may, at any time and from time to time, grant or otherwise convey one or more liens or security interests in its assets, including the System and its rights and privileges under the Franchise, to any bank(s) or other lender(s) providing financing to it from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Assumption and Consent to be duly executed, effective as of the Closing Date (such date being that date first set forth under Simmons' signature below).

ATTEST:

LEONARDTOWN, MARYLAND

Arleta N. Auld
Town Clerk

By: Stephen J. Raley
Title:

Date: April 23, 1992

SIMMONS COMMUNICATIONS COMPANY, L.P.

By: Simmons Cable Communications, Inc.,
as its general partner

By: _____
Senior Vice President

Date: _____, 1992
(The "Closing Date")

AMERICAN CABLE TV INVESTORS 5, LTD.

By: IR-Daniels Partners V, L.P.,
a Colorado limited partnership,
as general partner of American
Cable TV Investors 5, Ltd.

By: Daniels Ventures Five, Inc.,
as general partner of IR-Daniels
Partners V, L.P.

By: _____
Gary S. Howard, Vice President

AACLEONA.SML