

RESOLUTION NO. 16

SERIES 1998

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, CONSENTING TO THE TRANSFER OF THE TOWN'S CABLE TELEVISION SYSTEM FRANCHISE FROM UNIVERSAL CABLE COMMUNICATIONS, INC. TO G FORCE, L.L.C.

WHEREAS, on October 24, 1995, the Town of Breckenridge, Colorado (the "Town") granted to Universal Cable Communications, Inc., d/b/a Classic Cable ("Classic"), a franchise to own and operate a cable television system in the Town as set forth in Town Ordinance No. 32, Series 1995 (the "Ordinance"), and entered into a Franchise Agreement with Classic dated as of November 15, 1995 (the "Franchise"), pursuant to the Ordinance; and

WHEREAS, Section XXIX of the Franchise requires the Town's consent to any assignment or transfer thereof; and

WHEREAS, Classic has entered into an Asset Purchase Agreement (the "Purchase Agreement") with G Force, L.L.C., a North Carolina Limited Liability Company ("G Force"), for the sale and conveyance to G Force of the cable television system that serves the Town (the "System"), and related assets, including Classic's right, title and interest in the Franchise; and

WHEREAS, pursuant to Section XXIX of the Franchise, and 47 U.S.C. §537, as amended, Classic and G Force have requested that the Town approve of the transfer of the franchise from Classic to G Force; and

WHEREAS, the Town has investigated both the status of the Franchise, Classic's compliance therewith, and the technical, legal and financial ability of G Force to comply with the terms of the Franchise; and

WHEREAS, based upon the Town's investigation, and representations made to the Town by G Force, upon which the Town is relying, the Town is prepared to approve the transfer of the Franchise from Classic to G Force, pursuant to the conditions described herein.

NOW THEREFORE, be it resolved by the Town Council of the Town of Breckenridge, Colorado, as follows:

1. The Town hereby consents to and approves the transfer and assignment by Classic of its right, title and interest in the Franchise to G Force and the assumption by G Force of all of the obligations of Classic under the Franchise which accrue from and after the date of closing of the purchase of the System by G Force.
2. The Town confirms that
 - a. The Franchise is currently in full force and effect and expires on November 15, 2007, subject to the right to petition for the extension of such term pursuant to Section XXXI.A. of the Franchise;
 - b. Classic is materially in compliance with the provisions of the Franchise; and
 - c. At the present time, there exists no fact or circumstance known to the Town which constitutes or which, with the passage of time or the giving of notice of both, would constitute a default or breach under the Franchise, or would allow the Town to cancel or terminate the rights thereunder except upon expiration of the full term thereof.
3. Without limiting the generality of Section 2, and in accordance with the engineering report received by the Town from its independent engineers, E3SI, a copy of which report has been provided to both Classic and G Force, the Town confirms that Classic has completed the rebuild of the system in accordance with the requirements of Section XII of the Franchise.
4. This transfer approval is based in part upon the following representations made by G Force to the Town, all of which are considered material and have been relied upon by the Town:
 - a. That G Force is authorized to do business in the State of Colorado;
 - b. That the funds utilized by G Force to acquire the system will be contributed as equity by its existing members and that G Force will have no repayment obligations related to the acquisition of the System. The assets of G Force (including the assets of the System) will not presently be pledged as security for any debt that any member of G Force may undertake in order to contribute equity for the acquisition of the System; i.e. G Force will be able to fund the System's working capital requirements out of operating cash flow rather

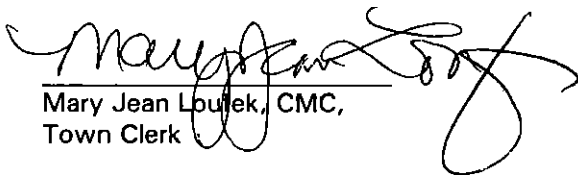
than capital contributions;


- c. That G Force does not presently intend to reduce staffing levels, compensation or benefits for employees as those exist at the present time. Nothing herein is intended to create contractual rights for the benefit of any third parties;
 - d. That William B. Harkins will be the initial local general manager for the System subsequent to the closing. Mr. Harkins will relocate to the Breckenridge area and be managing the System full time within six months of the effective date of the transfer.
5. This Resolution shall take effect upon the closing of the sale of the System from Classic to G Force, and is conditioned upon receipt by the Town of the following on or before the closing date:
- a. Filing with the Town of a sworn assurance from a duly authorized officer of G Force indicating its unconditional acceptance of, and agreement to be bound by all terms and conditions of the Franchise and this Resolution from the effective date of the transfer;
 - b. Filing with the Town of a sworn assurance from a duly authorized officer of Classic indicating its continued obligation under any existing street cut permits which were issued in connection with the System. The twenty thousand dollar (\$20,000) letter of credit deposited pursuant to Article XXV.A. of the Franchise shall remain on deposit with the Town and shall be reissued when appropriate until all street cut permit obligations expire.
 - c. Filing with the Town of the evidence of the sale, certified and sworn to as correct by Classic, as required by Section XXIX.C. of the Franchise.
 - d. Filing with the Town Clerk the insurance requirements as described in Section XXIII of the Franchise;
 - e. Filing with the Town Finance Director an irrevocable letter of credit in the amount of twenty thousand dollars (\$20,000) as required by Section XXV.A. of the Franchise;
 - f. Payment of reimbursement to the Town for all reasonable costs and expenses incurred in connection with this transfer, as required by Section XXIX.G. of the Franchise.

RESOLUTION APPROVED AND ADOPTED THIS 28TH DAY OF APRIL, 1998.

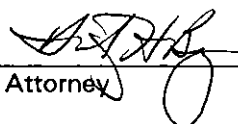
TOWN OF BRECKENRIDGE

ATTEST:


Mary Jean Loufek, CMC,
Town Clerk

By 
Stephen C. West, Mayor

APPROVED IN FORM

 4/28/98
Town Attorney