

OCT 10 1995 *jjw/ala*

RESOLUTION NO. 95-M-100

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA APPROVING THE TRANSFER OF PARTNERSHIP INTEREST AND THE TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISE FROM CABLEVISION INDUSTRIES LIMITED PARTNERSHIP ("CVI EVANS") TO TIME WARNER, INC. ("TWI"); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Cablevision Industries Limited Partnership ("CVI Evans"), a Delaware limited partnership, 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 CVI Evans on March 25, 1981;

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

WHEREAS, CVI Evans has two general partners, Cablevision Properties, Inc. ("CPI") and Cablevision Industries of Delaware, Inc. ("CID"), and one limited partner, CID; and

WHEREAS, on February 6, 1995, Time Warner, Inc. ("TWI") and Cablevision Industries Corporation ("CIC"), entered into a series of agreements pursuant to which a wholly owned subsidiary of TWI will merge with and into CIC and, upon completion of the merger and related transactions, CIC will become a subsidiary of TWI; and

WHEREAS, TWI, CVI Evans, CPI and CID have entered into a series of agreements in which (i) a TWI subsidiary will merge with and into CPI and, upon completion of the merger and related transactions, CPI will become a subsidiary of TWI; and (ii) CIC, which at the time will be owned by TWI, will purchase from CID all of its partnership interests in CVI Evans (collectively the transactions described in items (i) and (ii) above are referred to herein as the "Transfers"), all as set forth in the Agreement and Plan of Merger, the Purchase Agreement and the Supplemental Agreement, each dated as of February 6, 1995; and

WHEREAS, after the completion of the Transfers, CVI Evans will continue to own the System and will continue to be the

cable franchisee in Orange County, Florida, CPI and CIC will own CVI Evans, and TWI will control CVI Evans, the System and the Franchise through TWI's ownership and control of CPI and CIC; and

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

WHEREAS, TWI 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 the 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 granted to CVI Evans on March 26, 1981 is hereby approved to be transferred to TWI, to have and to hold for the remaining term of the franchise, subject to all the following terms and conditions:

a) CVI Evans shall continue to comply with and TWI shall comply with all the provisions of the Franchise, the control of which is being transferred;

b) CVI Evans shall continue to abide by and TWI 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) CVI Evans shall continue to assume and TWI shall assume all obligations and liabilities under the Franchise, including, without limitation, all obligations of CVI Evans, if any, as are currently required to have been performed but may not have been performed;

d) TWI agrees that neither the County's consent to 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 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 Transfers becoming effective:

a) CVI Evans 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, and 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;

b) CVI Evans and TWI shall execute and deliver to the County a document embodying their agreement to the

all the 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 10th DAY OF October, 1995.

ORANGE COUNTY, FLORIDA

BY: John C. Bennett
County Chairman

DATE: OCT 10 1995

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

BY: Martha O. Haynie
Deputy Clerk

