

ORDINANCE NO. 91

**ORDINANCE OF THE CITY OF CHERRY VALLEY, AR CONSENTING TO THE
ASSIGNMENT OF THE CABLE TELEVISION SYSTEM FRANCHISE FROM EAST ARKANSAS
CABLEVISION, INC. TO FRIENDSHIP CABLE OF ARKANSAS, INC.**

WHEREAS, East Arkansas Cablevision, Inc., an Arkansas corporation ("East Arkansas") currently owns and operates a cable television system in the City of Cherry Valley, AR pursuant to a franchise granted by the City of Cherry Valley, as set forth in Ordinance No. 63 dated July 14, 1981 (the "Franchise").

WHEREAS, East Arkansas and Friendship Cable of Arkansas, Inc. ("Friendship Cable"), have entered into an agreement whereby East Arkansas will sell and convey the assets of its cable television system serving the City of Cherry Valley (the "System") to Friendship Cable, including all right, title and interest of East Arkansas in the Franchise.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CHERRY VALLEY AS FOLLOWS:

1. The City of Cherry Valley has determined that Friendship Cable has the ability to provide the services required under the Franchise for the System and hereby consents to and approves, subject to applicable laws, the assignment by East Arkansas of its right, title and interest in the Franchise to Friendship Cable and the assumption by Friendship Cable of the obligations of East Arkansas under the Franchise which accrue from and after the Closing Date (as hereinafter defined). In connection with the foregoing, the City of Cherry Valley hereby releases East Arkansas, effective upon the Closing Date, from all obligations and liabilities under the Franchise that accrue on and after the Closing Date.
2. The City of Cherry Valley confirms that: (a) the Franchise was properly granted; (b) the Franchise is currently in full force and effect and expires on August 6, 2011; (c) East Arkansas' performance under the Franchise has been satisfactory and East Arkansas is in material compliance with the provisions of the Franchise and with applicable law; (d) there exists no known fact or circumstance which constitutes, or which with the passage of time or the giving of notice or both would constitute, a default or breach under the Franchise, or would allow the City of Cherry Valley to cancel or terminate the rights under the Franchise except upon the expiration of the full term thereof; and (e) the Franchise supersedes all other agreements between the City of Cherry Valley and East Arkansas and represents the entire understanding between the City of Cherry Valley and East Arkansas with respect to the System and East Arkansas' provision of cable television and other telecommunications services within the City of Cherry Valley and East Arkansas has made no commitments and owes no obligations to the City of Cherry Valley other than those specifically stated in the Franchise.
3. Friendship Cable may transfer the Franchise or control related thereto to any entity controlling, controlled by, or under common control with Friendship Cable upon notice to the City of Cherry Valley of any such transfer and so long as Friendship Cable is in compliance with the terms of the Franchise.

4. This Ordinance shall not become effective until Friendship C. closes the purchase of the System from East Arkansas (the "Closing Date") and assumes the obligations of East Arkansas under the Franchise.
5. This Ordinance shall have the force of a continuing agreement with East Arkansas and Friendship Cable and therefore the City of Cherry Valley shall not amend or otherwise alter this Ordinance without the consent of East Arkansas and Friendship Cable.
6. It is determined that this ordinance is necessary and is vital to the health, welfare and safety of the public. Therefore, an emergency is hereby declared to exist and this ordinance shall be in full force and effect upon the Closing Date.

PASSED, ADOPTED AND APPROVED by the City of Cherry Valley, AR this 11th day of Feb, 1997.

Mike Wood, Mayor
Mayor

ATTEST: