

**RESOLUTION OF THE COUNTY OF MARTIN, INDIANA APPROVING THE
TRANSFER OF THE CABLE FRANCHISE**

WHEREAS, Rapid Communications LLC ("Franchisee") owns, operates and maintains a cable television system (the "System") in the County of Martin ("Franchise Authority") pursuant to a franchise agreement (the "Franchise") between Franchisee and the Franchise Authority and Franchisee is the duly authorized holder of the Franchise granted by the Franchise Authority; and

WHEREAS, Avenue Broadband Communications Inc., a Delaware corporation ("Buyer"), has entered into an Asset Purchase Agreement with Franchisee (the "Agreement"), pursuant to which the System and the Franchise will be transferred (the "Transfer") to Buyer upon the closing of the transactions contemplated under the Agreement (the "Closing Date"); and

WHEREAS, Franchisee and Buyer have requested that the Franchise Authority consent to the Transfer in accordance with the requirements of the Franchise to the extent that such consent is required; and

WHEREAS, the Franchise Authority has investigated the qualifications of Buyer and finds it to be a suitable transferee.

NOW THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

SECTION 1. The Franchise Authority hereby consents to the Transfer, to the extent required by the terms of the Franchise and applicable law.

SECTION 2. The Franchise Authority confirms that (a) the Franchise is validly existing and is currently in full force and effect and the Franchisee is the duly authorized holder of the Franchise; (b) the Franchisee has properly invoked its franchise renewal rights under Section 626 of the Cable Communications Policy Act of 1984, as amended; (c) the Franchise represents the entire understanding of the parties and the Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise; and (d) the Franchisee is materially in compliance with the provisions of the Franchise and applicable law and there exists no fact or circumstance known to the Franchise Authority which constitutes or which, with the passage of time or the giving of notice or both, would constitute a material default or breach under the Franchise or applicable law or would allow the Franchise Authority to cancel or terminate the Franchisee's rights thereunder.

SECTION 3. The Franchise Authority hereby consents to and approves the assignment, mortgage, pledge or other encumbrance, if any, of the Franchise, System or assets relating thereto, or of the interests in the permitted holder thereof, as collateral for a loan.

SECTION 4. This Resolution shall be deemed effective for purpose of the Transfer on the Closing Date.

SECTION 5. The Franchise Authority releases the Franchisee, effective upon the Closing Date, from all obligations and liabilities under the Franchise and applicable law that accrue on and after the Closing Date; provided that Buyer shall be responsible for any obligations and liabilities under the Franchise and applicable law that accrue on and after the Closing Date.

SECTION 6. This Resolution shall have the force of a continuing agreement with the Franchisee and Buyer, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Buyer.

PASSED, ADOPTED AND APPROVED this 19th day of September, 2008.

COUNTY OF MARTIN

By: _____

Name: _____

Title: _____

James K. Taylor

FRANKS K. Taylor

AUDITOR OF MARTIN COUNTY

ATTEST:

James K. Taylor
Clerk Deputy Auditor