

A RESOLUTION
(TELEVISION SYSTEM ORDINANCE)

WHEREAS, under the terms of that certain Ordinance of the City of Springfield dated as of the 1st day of November, 1965, granting unto FLORIDA ANTENNAVISION, INC., a Television System Franchise (CATV) (Ordinance No. 150) and particularly Paragraph Seven thereof relating to assignments, the consent of the City of Springfield is required to effectuate a certain Assignment, Acceptance and Consent Agreement between FLORIDA ANTENNAVISION, INC., and WESTINGHOUSE BROADCASTING COMPANY, INC., a copy of which is hereto attached and by reference made a part hereof; and

WHEREAS, said Assignment, Acceptance and Consent Agreement is satisfactory and in the best interest of the City of Springfield,

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Springfield and it is hereby resolved by the authority of the same that that certain Assignment, Acceptance and Consent Agreement, copy attached hereto, between FLORIDA ANTENNAVISION, INC., and WESTINGHOUSE BROADCASTING COMPANY, INC., dated April 15, 1970, be and the same is hereby approved.

This 1st day of June, 1970.

Company, Inc. have executed this Acceptance by order of the Board of Directors this 15th day of April, 1970.

WESTINGHOUSE BROADCASTING
COMPANY, INC.

By C. S. McCarroll
Vice President

ATTEST

By [Signature]
Secretary

CONSENT

The undersigned, in consideration of the assumption of liability and obligation by Westinghouse Broadcasting Company, Inc., as above stated, here- by consents to the Assignment of any CATV Franchise, Agreement, Lease or Chose in Action, to which it is a party from Florida Antennavision, Inc. to Westinghouse Broadcasting Company, Inc.

Executed this 1st day of June, 1970.

CATV Franchise
Ordinance No. 150

[Signature]
Mayor, City of Springfield

[Signature]
Clerk, City of Springfield
(City Seal)

ASSIGNMENT, ACCEPTANCE AND CONSENT

Whereas Florida Antennavision, Inc. and Westinghouse Broadcasting Company, Inc. are both wholly owned or controlled subsidiary corporations of Westinghouse Electric Corporation, and

Whereas it is to the mutual benefit and convenience of the respective parties to transfer all of the assets, liabilities and obligations, including all CATV Franchises, Pole Agreements and Leases of Real Estate, from Florida Antennavision, Inc., to Westinghouse Broadcasting Company, Inc.;

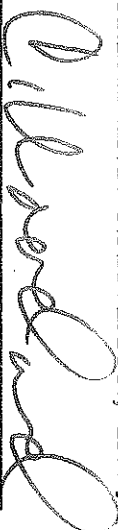
IT IS HEREBY AGREED AS FOLLOWS:

FLORIDA ANTENNAVISION, INC., hereby sells, transfers, and assigns all of its right, title and interest in and to all of its assets, liabilities, and obligations, including all CATV Franchises, Pole Agreements, Leases, Subscriber Agreements, Real Estate and all Choses in Action to WESTINGHOUSE BROADCASTING COMPANY, INC., an Indiana corporation, to have, hold and use the same with the same force and effect as if the said WESTINGHOUSE BROADCASTING COMPANY, INC., had been the original holder thereof and been so named in the documents relating thereto.

IN WITNESS WHEREOF, this Assignment and Transfer has been executed by the Officers of Florida Antennavision, Inc. pursuant to the Order of its Board of Directors this 15th day of April, 1970.

FLORIDA ANTENNAVISION, INC.

By



President

ATTEST

By



Secretary
ASSISTANT SECRETARY

ACCEPTANCE

Westinghouse Broadcasting Company, Inc. hereby accepts the foregoing Assignment and Transfer and hereby agrees that it will fully and faithfully perform all of the obligations of Florida Antennavision, Inc. set forth in each CATV Franchise, Lease, Agreement or Chose in Action hereby assigned with the same force and effect as if it had been originally named therein.

IN WITNESS WHEREOF the Officers of Westinghouse Broadcasting