

## ASSUMPTION AGREEMENT

This Assumption Agreement is entered into this 8<sup>th</sup> day of October 2015, by and between Charter Communications Operating, LLC by Charter Communications, Inc., its Manager ("Charter") and the Lexington-Fayette Urban County Government ("Lexington").

WHEREAS, Insight Kentucky Partners II, L.P. ("Franchisee") is lawfully operating a cable system in Lexington pursuant to the terms of a franchise (the "Franchise"); and

WHEREAS, Time Warner Cable Inc. ("TWC") is the ultimate parent company of Franchisee; and

WHEREAS, on May 23, 2015, Charter Communications, Inc. ("Charter Communications") along with its subsidiary CCH I, LLC ("New Charter") entered into agreements with Time Warner Cable Inc. ("TWC") (the ultimate parent company of Franchisee), Advance/Newhouse Partnership ("A/N"), and Liberty Broadband Corporation ("Liberty") in order to merge with TWC, the ultimate parent of the Franchisee (the "Transaction"); and

WHEREAS, TWC will merge into a subsidiary of New Charter; and

WHEREAS, Charter Communications will merge with a subsidiary of New Charter, and New Charter will assume the name Charter Communications, Inc. ("Charter"); and

WHEREAS, Charter will acquire control of the Franchisee after the consummation of the Transaction.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Charter and Lexington agree as follows:

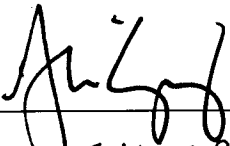
1. This Assumption Agreement is expressly contingent upon Lexington enacting a resolution consenting to the Transaction in the form attached hereto as Exhibit A.
2. The Franchise is valid and outstanding and Franchisee has the right to operate under the Franchise. There are no existing violations or defaults under the Franchise that have not been cured.
3. Upon closing of the Transaction, Franchisee and Charter shall remain bound by the lawful terms and conditions of the Franchise and the settlement agreements between Franchisee and Lexington dated December 2014 and October \_\_, 2015.
4. This Assumption Agreement shall not be further amended or modified except by a written instrument signed by Charter and Lexington. Nothing herein shall constitute a waiver of any rights held by Charter, Franchisee or Lexington under applicable law.
5. This Assumption Agreement may be executed in counterparts and each counterpart shall be deemed an original instrument, but all such counterparts together shall constitute a single Assumption Agreement.

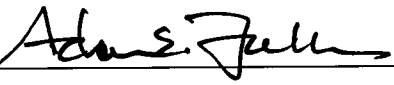
6. This Assumption Agreement shall be governed in all respects by applicable federal law and the laws of the Commonwealth of Kentucky and venue for all actions relating hereto shall lie in the federal or state courts in Kentucky.

IN WITNESS WHEREOF, each of the parties has executed this Assumption Agreement as of the date first written above.

Lexington-Fayette Urban County Government

Charter Communications Operating,  
LLC by Charter Communications,  
Inc., its Manager

By:   
Name: JIM GRAY  
Title: MAYOR

By:   
Name: ADAM E. FALK  
Title: SR. VICE PRESIDENT

Exhibits

A

Form of Consent Resolution

A  
EXHIBIT A

RESOLUTION \_\_-2015

RESOLUTION AWARDING A NON-EXCLUSIVE FRANCHISE TO WINDSTREAM KENTUCKY EAST, LLC FOR A TERM OF TEN (10) YEARS FOR A CABLE TELEVISION SYSTEM WITHIN THE CONFINES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

**WHEREAS**, by Ordinance No. 98-2015 adopted September 10, 2015, the Lexington-Fayette Urban County Government ("Lexington") created a ten (10) year, non-exclusive franchise for a cable television system within the confines of Lexington; and

**WHEREAS**, by Invitation to Bid 135-2015, Lexington offered at bid a non-exclusive cable television franchise pursuant to Ordinance No. 98-2015; and

**WHEREAS**, after publication of said advertisement on September 21, 2015, Lexington received a bid from Windstream Kentucky East, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL AS FOLLOWS:

Section 1. That a ten (10) year, non-exclusive cable television franchise created by Ordinance No. 98-2015 be, and it hereby is, awarded to Windstream Kentucky East, LLC

Section 2. All prior ordinances, or resolutions, or parts thereof in conflict herewith, are to the extent of such conflict, hereby repealed.

Section 3. That the Mayor is hereby authorized to sign the Franchise Agreement which memorializes the award by Lexington to Windstream Kentucky East, LLC of said franchise subject to the terms and conditions reflected in Ordinance No. 98-2015 and this Resolution.

Section 4. That the statements set forth in the Preamble to this Resolution are hereby incorporated in this Resolution by reference, the same as if set forth at length herein.

Section 5. That if any section, sentence, clause or phrase of this Resolution is held to be unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remainder of the Resolution.

Section 6. That this Resolution shall be effective on the date of its passage.

PASSED THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL:

---

MAYOR

ATTESTED:

---

CLERK OF URBAN COUNTY COUNCIL