SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this ___ day of October 2015, by and between Insight Kentucky Partners II, L.P. ("Franchisee") and the Lexington-Fayette County Urban Government ("Lexington").

WHEREAS, Franchisee is the duly authorized holder of a franchise (the "Franchise"), authorizing Franchisee to serve Lexington and to operate and maintain a cable system there; 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

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

1. All existing violations or defaults under the Franchise, if any, will be cured by the execution of this Settlement Agreement.

2. Franchisee has the right to operate under the Franchise which is in full force and effect.

3. Lexington acknowledges that Charter possesses the legal, financial, and technical qualifications to operate the cable system in Lexington, and therefore there is no basis for Lexington to withhold consent to Charter's acquisition of control of Franchisee, as described in the FCC Form 394 Charter submitted to Lexington on July 1, 2015.

4. The Franchise shall be assumed by Charter pursuant to the terms of the Charter Assumption Agreement, attached here as Exhibit A.

5. Franchisee and Lexington agree to the following:

    a. Franchisee shall pay Lexington a total of two hundred and fifty thousand dollars ($250,000) according to the following schedule:

    $50,000 within twenty (20) days of Lexington's approval of the Transaction;
    $75,000 ten (10) days before Charter acquires control of Franchisee; and
    $125,000 within twenty (20) days after Charter acquires control of Franchisee.

b. Franchisee will use its best efforts to provide base download speeds up to sixty (60) Mbps in Lexington within twenty-four (24) months after Charter acquires control of Franchisee, with the ultimate goal of providing base download speeds up to one hundred (100) Mbps in Lexington.

c. Franchisee expects to maintain the existing employee base in the Lexington area after Charter acquires control of Franchisee, counting TWC's current employees in the area at the time the Transaction closes, throughout the term of the Franchise, with the hope of increasing its employee base in the Lexington area during that time.

d. After Charter acquires control of Franchisee and throughout the term of the Franchise, Franchisee will offer affordable broadband service to low-income households in Lexington that is comparable to the affordable broadband service Franchisee currently provides to low-income households.

e. Franchisee will maintain a public access studio in Lexington (the same or similar to the existing studio used for public access) throughout the term of the New Franchise, with staffing and equipment comparable to that currently in place as of the date of execution of this Settlement Agreement. The public access studio will be available not less than fifteen (15) hours per week.

f. Franchisee will maintain the existing fiber line between Franchisee's headend and Lexington's government access channel ("GTV3") studio in the Government Center located at 200 E. Main Street, Lexington, Kentucky, throughout the term of the New Franchise and at no cost to Lexington.

g. If Lexington moves its government access channel ("GTV3") studio to a new location after Charter acquires control of Franchisee and during the term of the Franchise, Franchisee will contribute up to ten thousand dollars ($10,000) toward the actual cost of constructing a fiber line between Franchisee's headend and the new GTV3 studio location.

h. Franchisee will provide Lexington with contact information for the vendor providing Franchisee's on-screen programming guide in Lexington, so that Lexington can arrange with the vendor the placement of GTV3's program information on the programming guide.

i. After Charter acquires control of Franchisee, Franchisee will provide twenty five (25) spots per month for public service announcements for the promotion of GTV3 and Lexington events throughout the term of the Franchise and at no cost to Lexington. GTV3 will produce all of the spots to be provided on Franchisee's cable system. Franchisee will provide the spots on a random schedule and reserves all rights to control the placement of the spots on the cable system.

j. After Charter acquires control of Franchisee, Franchisee will provide GTV3 in high-definition ("HD"), upon written request of Lexington, provided that the percent of HD channels to total activated video channels on Franchisee's cable system in Lexington is eighty-five percent (85%) or higher.

k. If Franchisee alters the channel location of GTV3 after Charter acquires control of Franchisee, Franchisee will contribute up to twenty thousand dollars ($20,000) toward the actual cost of rebranding GTV3.

l. Franchisee will continue to provide and maintain equipment capable of producing broadcast standard, real time, closed captioned programming for the hearing impaired at the Government Center located at 200 E. Main Street, Lexington, Kentucky, throughout the term of the New Franchise and at no cost to Lexington.

m. Franchisee will continue to provide and maintain the existing line providing six (6) Mhz capacity to the Fire Training Center on Old Frankfort Pike, throughout the term of the New Franchise and no cost to Lexington, or until such time that Lexington replaces the existing line with a new fiber connection, whichever is shorter.

n. Franchisee will continue to provide a single cable drop and basic cable service (or the level of complementary service currently provided, if higher) at each elementary and secondary public school building and public library building that currently receives courtesy service as of the date of execution of this Settlement Agreement, without charge, on a voluntary basis for as long as Franchisee participates in the cable-industry-supported Cable in the Classroom program or throughout the term of the New Franchise, whichever is shorter. Lexington will cross-promote Franchisee's participation in the Cable-in-the-Classroom program.

o. Franchisee will continue to provide a single cable drop and basic cable service (or the level of complementary service currently provided, if higher) to Lexington police, fire, and government buildings that currently receive courtesy service as of the date of execution of this Settlement Agreement. Franchisee will provide such service to Lexington without charge until December 2016. In January 2017, Lexington shall pay ten percent (10%) of Franchisee's published commercial rate for all Lexington police, fire, and government buildings that receive service at that time. In each successive year, Lexington shall pay an additional ten percent (10%) of Franchisee's published commercial rate for such service, up to ninety percent (90%).

p. Franchisee will continue to provide and support existing digital-to-analog (DTA) equipment at Lexington police, fire, and government buildings, throughout the term of the New Franchise and at no cost to Lexington.

q. Franchisee will continue to provide video feeds from traffic surveillance cameras at the following locations:

   1. Harrodsburg & Man-o-War

2. Versailles & Man-o-War
3. Leestown & New Circle Outer Loop
4. Leestown & Forbes
5. 1-75 North Split
6. 1-75 South Split
7. New Circle & Liberty

r. Franchisee will provide such video feeds as a “Public Safety Partnership” with Lexington, at no cost to Lexington and throughout the term of the New Franchise. Lexington will cross-promote Franchisee’s participation in the Public Safety Partnership and Franchisee’s support of public safety.

6. Lexington and Franchisee acknowledge and agree that this Settlement Agreement is not intended to constitute an admission of liability, wrongdoing, or error on the part of any party or its respective employees, agents, attorneys, representatives, or parent, subsidiary, or affiliated companies. The parties to this Settlement Agreement expressly deny any liability, wrongdoing, or error.

7. This Settlement Agreement shall not be further amended or modified except by a written instrument signed by Franchisee and Lexington. Nothing herein shall constitute an amendment or modification of the Franchise, or a waiver of any rights held by Franchisee or Lexington under applicable law.

8. This Settlement Agreement may be executed in counterparts and each counterpart shall be deemed an original instrument, but all such counterparts together shall constitute a single Settlement Agreement.

9. This Settlement 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.

10. All covenants, representations and obligations contained in this Settlement Agreement are deemed to be material conditions of the Settlement Agreement.

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

Lexington-Fayette County Urban Government

By: ________________________
Name: ______________________
Title: ________________________

Insight Kentucky Partners II, L.P.

By: ______________________________
Name: ___________________________
Title:_____________________________