

## ASSUMPTION AGREEMENT

This Assumption Agreement is entered into this \_\_\_ 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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibits

A

Form of Consent Resolution