

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 9th day of December 2014, by and between Insight Kentucky Partners II, L.P. ("Franchisee") and the Campbell County Cable Board (the "Board").

WHEREAS, the Interlocal Agreement between the Campbell County Fiscal Court and the Cities of Alexandria, Bellevue, California, Cold Spring, Crestview, Highland Heights, Melbourne, Mentor, Silver Grove, Southgate, Wilder, and Woodlawn, Kentucky ("Member Communities") makes the Board the cable television regulatory authority for the Member Communities; and

WHEREAS, Franchisee is lawfully operating a cable television system in the Member Communities under franchises with each Member Community (the "Franchises"); and

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

WHEREAS, Franchisee timely invoked the renewal process under 47 U.S.C. § 546; and

WHEREAS, Franchisee and the Board have negotiated mutually acceptable terms and conditions of franchise renewal contained in a new franchise (the "New Franchise"), attached to this Settlement Agreement as Exhibit A; and

WHEREAS, the process for formal approval of the New Franchise by the Member Cities will be commenced shortly; and

WHEREAS, a dispute has arisen between Franchisee and the Board over Franchisee's compliance with the Franchises ("Dispute"); and

WHEREAS, without any admission of liability whatsoever as to the validity, force, or effect of any allegation of Franchise noncompliance or default, Franchisee and the Board wish to fully and completely settle and resolve the Dispute.

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

1. All existing violations or defaults under the Franchises, 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 in each of the Member Communities, pending completion of the process for final approval of the New Franchise.
3. The Board and its Member Communities acknowledge that Comcast Corporation ("Comcast") and Charter Communications Inc. ("Charter") possess the legal, financial, and technical qualifications to operate the cable system in the Member Communities, and therefore there is no basis for the Member Communities to withhold consent to either Comcast's or Charter's acquisition of control of Franchisee.

4. The Member Communities shall adopt and agree to the terms of the New Franchise, which shall be accepted by Franchisee and TWC, and the New Franchise shall be assumed by Comcast and Charter pursuant to the terms of the Comcast Assumption Agreement and the Charter Assumption Agreement, attached here as Exhibits B and C.
5. Franchisee and the Board agree to the following:
 - a. Franchisee will subdivide the approximately three-acre parcel on Hilltop Drive where Franchisee's headend and a building that is used to support public, educational and governmental access ("PEG") are located, as soon as reasonably practical and contingent upon obtaining the requisite governmental approval. The subdivision will divide the land into two parcels approximately equal in size so that one of the two subdivided parcels contains the PEG building, the parking lot, and the driveway, with such other land as necessary to assure the lot meets minimum subdivision requirements. The other parcel shall contain the land on which Franchisee's headend is sited, with such other land as necessary to assure the lot meets minimum subdivision requirements.
 - b. After the parcel on Hilltop Drive has been subdivided, Franchisee will transfer the subdivided parcel containing the PEG building, parking lot, and the driveway to the Board. The Board agrees to grant easements to Franchisee allowing it access to the subdivided parcel containing Franchisee's headend, and allowing it to use the driveway and parking lot as reasonably required to access and make full use of Franchisee's headend.
 - c. Franchisee agrees to pay the Board fifty thousand dollars (\$50,000) to be used to refurbish and maintain the PEG building located on Hilltop Drive, within twenty (20) days after Charter acquires control of Franchisee.
 - d. After Charter acquires control of Franchisee, Franchisee will provide one of the PEG channels currently provided to the Member Communities in high-definition ("HD") rather than standard definition, upon written request of the Board, provided that the percent of HD channels to total activated video channels on Franchisee's cable system in the Member Communities is eighty-five percent (85%) or higher.
 - e. Franchisee will provide a single cable drop and expanded basic cable service to elementary and secondary public school buildings and public library buildings, without charge, on a voluntary basis for as long as Franchisee participates in the cable-industry-supported Cable in the Classroom program.
 - f. Franchisee will continue to provide a single cable drop and expanded basic cable service to the government buildings that currently receive courtesy service in the Member Communities as of the date of execution of this Settlement Agreement, until July 1, 2017. Franchisee will continue to provide mini-boxes, where such mini-boxes are currently provided as of the date of this Settlement Agreement, at no cost to the Member Communities until July 1, 2017.
 - g. Franchisee will use its best efforts to provide base download speeds up to sixty (60) Mbps in the Member Communities 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 the Member Communities.

- h. As soon as practical after the Board executes this Settlement Agreement, the Board will rescind Resolution 2014-11-3, dated November 25, 2014, providing notice of termination of Franchisee's leasehold interest in the Franchises. The Board further agrees that it has no basis for terminating the New Franchise or the leasehold of the New Franchise and that it will not reissue a notice of termination of the leasehold in the Franchises or the New Franchise.
6. The Board represents and warrants that it has the necessary authority to enter into this Settlement Agreement on behalf of the Member Communities and that each of the Member Communities shall be bound by the terms of this Settlement Agreement to the same extent as the Board.
 7. The Board and Franchisee acknowledge and agree that this Settlement Agreement accomplishes the compromise of the Dispute and 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.
 8. This Settlement Agreement shall not be further amended or modified except by a written instrument signed by Franchisee and the Board. Nothing herein shall constitute an amendment or modification of the Franchises or the New Franchise, or a waiver of any rights held by Franchisee or the Board under applicable law.
 9. 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.
 10. 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.
 11. 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.

Campbell County Cable Board

By: _____
 Name: _____
 Title: _____

Insight Kentucky Partners II, L.P.

By: Ed Kozelak
 Name: Ed Kozelak
 Title: RVP, Government Relations