

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is made and entered into this 28th day of September, 2018, by and between the Louisville/Jefferson County Metro Government (hereinafter "Louisville Metro") and Insight Kentucky Partners II, L.P., locally known as Charter Communications ("Charter").

WITNESSETH:

WHEREAS, pursuant to Chapter 116 of the Louisville Metro Code of Ordinances and Sections 163 and 164 of the Kentucky Constitution, Louisville Metro solicited bid proposals from parties interested in obtaining franchises to erect, install and maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky.

WHEREAS, Charter submitted a bid proposal to Louisville Metro for a communications services franchise pursuant to the requirements of Chapter 116 of the Louisville Metro Code of Ordinances ("Chapter 116").

WHEREAS, pursuant to Ordinance No. 158, Series 2018, Louisville Metro granted to Charter, and its lawful successors, assigns, or transferees approved pursuant to Section 116.02(R) of Chapter 116, a non-exclusive franchise, for a period of twenty (20) years, to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky pursuant to Chapter 116 ("Franchise Agreement").

WHEREAS, Louisville Metro and Charter have entered into this Franchise Agreement to memorialize the award by Louisville Metro to Charter of said franchise pursuant to the terms and conditions reflected in Chapter 116 and the Franchise

Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Louisville Metro and Charter hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 116 is incorporated herein by reference in its entirety and shall apply as if fully set forth herein, subject to Paragraph 9 and 10 herein, and without waiving Charter's objections to the "one-touch" provisions of the Ordinance (previously codified at Metro Code Section 116.72(d), and now codified at Section 116.03(D)(2) of the Ordinance) that are raised as claims and arguments concerning such one-touch provisions in the on-going litigation styled as *Insight Kentucky Partners II, L.P. vs Louisville/Jefferson County Metro Government, et al.*, Case No. 3:16-cv-625-CHB-CHL, presently pending before the United States District Court, Western District of Kentucky.

2. The bid of Charter for said franchise, which is attached hereto as Exhibit A, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Charter agrees to comply with all applicable requirements as set forth in the Louisville Metro Public Works & Assets Utility Policy, subject to Paragraph 9 herein.

4. Charter agrees to dedicate and activate at no cost to Louisville Metro channels for the carriage of non-commercial public, educational and governmental access ("PEG Channels"). The PEG Channels shall consist of:

(a) one (1) full-time public access channel; and

(b) one (1) full-time government access channel.

Charter shall make the PEG Channels available on its cable system to all of its cable

service subscribers. In addition, pursuant to LMCO Section 116.06(b), Charter will not prevent any of its subscribers from accessing the PEG Channels that are available on the Louisville Metro website. As used in this Section 4, a subscriber is anyone who is located within the territorial limits of Louisville Metro and who is billed for and authorized to receive the applicable service provided by Charter. To the extent permitted by law, Louisville Metro shall indemnify and hold harmless Charter from and against any and all liability resulting from the use of the public and governmental access channels by Louisville Metro or its designee(s), except to the extent such use is not within the direct control of or otherwise directed by Louisville Metro. The foregoing defines Charter's obligations pursuant to LMCO Section 116.06(b) to provide and make available PEG Channels pursuant to this Franchise and the Ordinance.

5. Louisville Metro grants unto Charter a non-exclusive cable franchise, for a term of twenty (20) years to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky and as more specifically identified in the above-mentioned bid pursuant to Chapter 116 of the Louisville Metro Code of Ordinances.

6. The Franchise Agreement shall commence 9/28, 2018, and shall expire on 9/27, 2038.

7. Charter does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of the Franchise Agreement, and further to faithfully perform all acts required of it as the purchaser of the Franchise Agreement

8. This Franchise Agreement memorializes the agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest

to the parties hereto, including any lawful successors, assigns, or transferees, approved pursuant to Section 116.02(R) of Chapter 116.

9. Louisville Metro and Charter agree that pursuant to Section 116.05 of Chapter 116, there is a process in place for generally applicable changes to Chapter 116 and the Louisville Metro Public Works & Assets Utility Policy which are the result of Louisville Metro's lawful exercise of its police power. Louisville Metro and Charter further agree the Franchise Agreement is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained or incorporated by reference herein, including any action that has the effect of limiting the benefits or expanding the obligations of Charter, that are granted by this Franchise Agreement, or by the versions of Chapter 116 and the Louisville Metro Public Works & Assets Utility Policy in effect as of the date of execution of this Franchise Agreement, except as to those generally applicable changes which are the result of Louisville Metro's lawful exercise of its police power. Any changes, modifications or amendments to this Franchise Agreement and/or Charter's rights and obligations under it, except those provided for by Section 116.05 pursuant to Louisville Metro's lawful exercise of its police powers, must be made in writing, approved and adopted by the Metro Council by a majority vote, and signed by Louisville Metro and Charter. Nothing herein shall constitute a waiver of any rights held by Charter or Louisville Metro under applicable federal, state, and local law.

10. Louisville Metro and Charter agree that Charter's obligations under certain sections of Chapter 116 may be satisfied as follows:

a. For the purposes of Charter's compliance with Chapter 116 and this

Franchise, and without waiving any arguments Charter may have under applicable law: (1) Section 116.06(E) of the Ordinance shall not require Charter to reimburse a Customer for costs incidental to the return of equipment, such as transportation to a Charter location or a shipping location, and (2) for purposes of Section 116.06(E) and Section 116.12(A) only, Customer shall have the same meaning as “subscriber” as that term is defined in Section 4 herein.

b. Charter may satisfy its obligations under Section 116.02(P) (Description of Services) by including its service offerings on its publicly available website.

c. The obligations of Section 116.03(B) concerning installation of Louisville Metro Conduit shall apply only to installations of conduit by Charter where Louisville Metro requests installation of Louisville Metro Conduit during the permitting process.

d. Notwithstanding the language of Section 116.03(D)(1), Charter shall not be required to underground its aerial Facilities in a particular area unless Louisville Metro imposes a similar undergrounding obligation upon all other Franchisees and users of the Rights-of-Way in that area.

IN WITNESS WHEREOF, Louisville Metro and Charter have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT	INSIGHT KENTUCKY PARTNERS II, L.P., By: Insight Kentucky Partners I, L.P., its General Partner, By: Insight Communications of Kentucky, L.P., its General Partner,
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G. Fischer

GREG FISCHER, MAYOR

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

By: _____

[Signature]

By: Insight Midwest Holdings, LLC, its
General Partner,
By: Charter Communications, Inc., its
Manager

BY: _____

Paul Allert

TITLE: _____

*Vice President, Local Govt.
Affairs & Franchising*



Louisville Metro Public Works & Assets

Communications Franchise Application

Applicant Information

Applicant Name: Insight Kentucky Partners II, L.P.
(Complete Legal Name as registered with the Kentucky Secretary of State)

Address: 10168 Linn Station Rd, Suite 120

City: Louisville State: Ky Zip Code: 40223

E-mail Address: Ellen.Call@Charter.com

Phone Number: 502-500-1049 Fax Number: N/A

Local Representative Information

Applicant Name: Ellen Call

Address: 10168 Linn Station Rd, Suite 120

City: Louisville State: Ky Zip Code: 40223

E-mail Address: Ellen.Call@Charter.com

Phone Number: 502-500-1049 Fax Number: N/A

Emergency Contact Information: N/A

Certification

Applicant agrees to be bound by all provision of the Franchise and agrees to obtain all application permits and authorizations prior to constructing, installing or operating a System in the right-of-way.

Applicant hereby certifies that the information provided by the applicant is true and correct and that the person signing on behalf of the applicant is authorized to do so. Applicant further acknowledges and certifies that it shall be responsible to certify to Louisville Metro any material changes to the information provided in the completed application during the terms of any Franchise.

Complete Legal Name of Applicant: Insight Kentucky Partners II, L.P.

Signature: Ellen Call

Printed Name: Ellen Call

Title: Director, State Government Affairs, KY

Date: 7-16-18

Proposed System Detail

N/A.

Charter's system was constructed pursuant to the terms of a previously granted franchise and it intends to continue offering service over that system pursuant to the terms of this franchise.