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March 12, 2015

Herbert Hilliard, Chairman
c/o Sharla Dillon
Tennessee Regulatory Authority
502 Deaderick Street
4th Floor
Nashville, TN 37243

Re: Petition of Midwest Cable Phone of Tennessee, LLC for a Certificate as a Competing
Telecommunications Service Provider
Docket No. 14-00067

Dear Chairman Hilliard:

Please accept for filing in the above-captioned docket the attached information as additional support for the "Motion to File Additional Evidence and to Request Issuance of Conditional Certificate" filed February 4, 2015.

The attached information includes an executory, public copy of the "Charter Services Agreement" between Midwest Cable, Inc. ("Midwest Cable") and Charter Communications Operating, LLC ("Charter"). As described in the Charter Services Agreement, Charter and its affiliates will provide various services to Midwest and its affiliates, including Midwest Cable Phone of Tennessee, LLC ("Midwest Cable Phone – TN"), the applicant in this docket.

This filing also includes the names and qualifications of key members of the Midwest Cable management team who will ultimately be responsible for ensuring that Midwest Cable Phone – TN has the managerial, financial, and technical capabilities to provide the services described in the Petition. Those individuals are:

Michael Willner – President and Chief Executive Officer
Leonard Baxt – Executive Vice President and Chief Administrative Officer
Keith A. Hall – Executive Vice President for Corporate Affairs
Matthew Siegel – Chief Financial Officer
Michele Roth – Senior Vice President and Chief Human Resources Officer


These individuals have substantial experience in the cable and telephone industries as shown in the attachment. Mr. Willner, Mr. Baxt and Mr. Hall already work for Midwest Cable. Mr. Siegel and Ms. Roth have been named to the management team but will remain in their current jobs until the spin-off of Midwest Cable as an independent entity.

This additional information, along with the evidence previously filed in this docket, demonstrates that Midwest Cable Phone – TN now has in place the managerial, technical and financial capabilities to provide service in Tennessee and further support for the applicant's pending motion that it be granted a certificate of convenience and necessity contingent upon the filing of an executed copy of the Transition Services Agreement.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:


Henry Walker

HW/mkc
Enclosure

MANAGEMENT TEAM OF MIDWEST CABLE, INC.

Michael S. Willner has served as President and Chief Executive Officer since June 2014. Prior to that, Mr. Willner served as President and CEO of Penthera Partners, a privately-held software licensing company focused on cloud-to-mobile technology, from 2012 to 2014 and remains on the board of Penthera Partners. Mr. Willner began his career at Vision Cable Communications, a division of Advanced Publications and a part of the Newhouse family's media investments, in 1974. Mr. Willner subsequently co-founded Insight Communications and was CEO of Insight Communications from 1985 until 2012 when it was sold to TWC. Mr. Willner has twice served as Chairman of the National Cable and Telecommunications Association ("NCTA"), the industry's principal trade association. In addition, he was Chairman of the NCTA's political action committee from 2000 until 2012, Chairman of the Board of the Cable Center from 2007 through 2011, was on the executive committee of CableLabs and the boards of C-SPAN and the Walter Kaitz Foundation. Mr. Willner is a recipient of the NCTA's 2004 Vanguard Award for Distinguished Leadership and a member of both the Broadcasting and Cable Hall of Fame and the Cable Hall of Fame. Mr. Willner graduated from Boston University's College of Communications in 1974.

Matthew Siegel has been named Chief Financial Officer. He is currently Senior Vice President and Treasurer at TWC. Mr. Siegel joined TWC in 2008 from Time Warner Inc., where he was Vice President and Assistant Treasurer. Prior to joining Time Warner Inc. in 2001, Mr. Siegel served as Senior Vice President of Finance and Treasurer of Insight Communications. Mr. Siegel graduated with an MBA from the University of Chicago's Graduate School of Business and with a B.S. in Economics from the University of Pennsylvania Wharton School.

Leonard Baxt has served as Executive Vice President and Chief Administrative Officer since October, 2014. In August and September 2014, he served in a similar capacity at a subsidiary of Charter. Prior to that, Mr. Baxt was a senior counsel in the Business department of Cooley LLP, a global law firm, representing a wide range of media, technology and content companies, including Cox Enterprises, Insight Communications and Hasbro, until August 2014. He was the former Chairman of Dow Lohnes, which merged with Cooley in 2014. Prior to joining Dow Lohnes in 1972, he served in the U.S. Army Reserve. Mr. Baxt is currently Vice Chairman of the Board of the Partnership for Educational Solutions and the Vice Chairman of the Board of the USO of Metropolitan Washington, D.C. and Baltimore. Mr. Baxt graduated with a J.D. from the University of Michigan Law School in 1972 and with a B.A. from the University of Pittsburgh in 1969. Mr. Baxt is admitted to the bar of the District of Columbia.

Keith A. Hall has served as Executive Vice President for Corporate Affairs since July 2014. Prior to that, Mr. Hall served as Senior Vice President for External Affairs and Deputy General Counsel for Insight Communications ("Insight") from April 2009 until March 2012, when Insight was sold to TWC. There, he oversaw interactions with local, state, and federal officials, corporate communications, and community relations. Prior to that, he was Senior Vice President, Government Relations of Insight from August 2005 to April 2009. From March 2012 until July 2014, Mr. Hall was in the private practice of law in Louisville, Kentucky. While at Insight, Mr. Hall was responsible for the negotiation of and compliance with over 500 franchises held by Insight in six states, as well as a variety of federal and state level certificates for providing video and telephone services. He also served as Insight's lead counsel on securing

regulatory approvals for Insight's sale to TWC. Mr. Hall graduated with a J.D. from the University of Louisville and with an undergraduate degree from Centre College.

Michele Roth has been named Senior Vice President and Chief Human Resources Officer. Ms. Roth is currently the Group Vice President of Human Resources for Time Warner Cable's Residential Division and will serve in this capacity until the closing of the Comcast-Time Warner Cable merger. She oversees the strategic direction and execution of employee initiatives for over 35,000 employees, including employee relations, employee development talent management, and workplace diversity. Prior to her current role, Ms. Roth served in other senior Human Resources positions at Time Warner Cable since 2002. Prior to TWC, Ms. Roth had senior HR responsibility at Direct TV Latin America where she spearheaded the establishment of a Network Operations Center in Buenos Aires. Ms. Roth is an Active member of the Women in Cable Telecommunications ("WICT") and the National Association of Multi-Ethnicity in Communications ("NAMIC"). Ms. Roth has a Bachelor of Science degree in Labor Relations from LeMoyne College and obtained her Masters in Human Resource Development from Clemson University.

CHARTER SERVICES AGREEMENT

DATED AS OF [●], 201[●]

BY AND BETWEEN

MIDWEST CABLE, INC.

AND

CHARTER COMMUNICATIONS OPERATING, LLC

CHARTER SERVICES AGREEMENT

CHARTER SERVICES AGREEMENT (this “Agreement”), dated as of [●], 201[●], by and between Midwest Cable, Inc., a Delaware corporation (“GreatLand” and, together with its Subsidiaries receiving the Services, “Recipients”), and Charter Communications Operating, LLC, a Delaware limited liability company (“Charter” and, together with its Affiliates providing the Services, “Providers”).

RECITALS

WHEREAS, Comcast Corporation (“Comcast”) and GreatLand have entered into a Contribution, Separation and Spin-Off Agreement, dated as of [●], 2014 (the “Separation Agreement”), pursuant to which, subject to the terms and conditions set forth therein, Comcast and its Subsidiaries have contributed to GreatLand and its Subsidiaries all of Comcast’s and its Subsidiaries’ right, title and interest in certain cable systems located in Alabama, Georgia, Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, Tennessee, Virginia and Wisconsin (such contributed cable systems, the “GreatLand Systems”) and assets primarily related to the GreatLand Systems, and GreatLand and its Subsidiaries have assumed liabilities primarily related to the GreatLand Systems;

WHEREAS, in accordance with the Separation Agreement, as of the date of this Agreement (the “Spin-Off Date”), 100% of the issued and outstanding shares of common stock of GreatLand have been distributed as a pro rata dividend to the shareholders of Comcast, with the effect that GreatLand has been spun-off (the “Spin-Off”) from Comcast, and Comcast has ceased to have an equity interest in GreatLand;

WHEREAS, immediately following the Spin-Off, in accordance with the Agreement and Plan of Merger, dated as of [●], 2014 (the “Merger Agreement”), to which GreatLand and Charter’s parent, Charter Communications, Inc. (“CCI”) are each parties, (i) [CHARTER MERGER SUB], a Delaware corporation and direct wholly owned subsidiary of CCH I, LLC, a Delaware limited liability company and indirect wholly owned subsidiary of CCI (CCH I, LLC being referred to herein as “New Charter”) has merged with and into CCI and (ii) [GREATLAND MERGER SUB], a [Delaware] limited liability company and direct wholly owned subsidiary of New Charter has merged with and into GreatLand (the “Mergers”);

WHEREAS, as a result of the Spin-Off and the Mergers, (i) New Charter owns a minority interest in GreatLand and (ii) New Charter and GreatLand are separate and independent publicly-traded companies;

WHEREAS, following the Spin-Off and the Mergers, Comcast will provide certain operational support services to Recipients on a transitional basis pursuant to the Transition Services Agreement, dated as of [●], 2014 (the “Comcast Transition Services Agreement”), to which Comcast and GreatLand are each parties;

WHEREAS, following the Spin-Off and the Mergers, in order to maximize efficiencies, GreatLand will provide certain field technical operational support services to Charter and its Subsidiaries where the Charter and GreatLand markets are contiguous pursuant to the GreatLand

Services Agreement, dated as of the date hereof (the "GreatLand Services Agreement"), to which GreatLand and Charter are each parties; and

WHEREAS, the parties desire that, following the Spin-Off and the Mergers, Recipients obtain from Providers the services described in Section 1.2 and Recipients compensate Providers for the performance of such services on the basis described in Article II.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

ARTICLE I.

ENGAGEMENT AND SERVICES

Section 1.1 Engagement of Providers; Standard for Services.

(a) *Engagement of Providers.* GreatLand hereby engages Providers to provide to each Recipient that executes a written joinder to this Agreement the services described in Section 1.2, under the overall authority and supervision of Recipients (collectively, the "Services"), primarily with respect to and for the benefit of one or more of the GreatLand Systems located in Alabama, Georgia, Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, Tennessee, Virginia and Wisconsin and certain operations of Recipients, and Providers accept such engagement, subject to and upon the terms and conditions of this Agreement. GreatLand will cause each Recipient to execute and deliver to Charter a written joinder agreeing to comply with the terms of this Agreement. Providers will commence the Services on the Spin-Off Date or, with respect to services that are provided by Comcast under the Comcast Transition Services Agreement, on the date upon which Comcast ceases to provide such services.

(b) *Standard for Services.* Providers, in providing Services, will at all times provide such services to or for the benefit of Recipients in accordance with the following standards:

(i) Providers will provide the Services substantially in the same manner that such services are conducted by Providers for the benefit of their own and their Affiliates' cable systems and operations (the "Charter Systems"); and

(ii) Service levels for each Service, on any relevant date, will be no less than average service levels for such Service, as conducted by Providers for the benefit of the Charter Systems for the 12-month period ending on such date and, in any event, will be no less than average service levels for such Service, as conducted by Providers for the benefit of the Charter Systems for the 12-month period ending December 31, 2014; *provided, however*, that the foregoing service levels will not apply to any Service to the extent (A) Comcast is providing a service under the Comcast Transition Services Agreement in lieu of such Service, (B) the migration of such Service has not been completed (as measured on a service area-by-service area

basis), as contemplated under the Joint Migration Plan entered into under the Comcast Transition Services Agreement (“Migrating Services”), (C) a unique operating strategy impacting such Service or a modification to such Service, in each case requested by GreatLand, applies or (D) the terms of the Joint Migration Plan (as defined in the Comcast Transition Services Agreement) with respect to any service provided by Comcast under the Comcast Transition Services Agreement adversely impact Charter’s ability to provide such level of Service to the extent such terms were not consented to by Charter in writing.

(iii) With respect to Migrating Services, Providers will use the same level of efforts to provide, and to complete the migration of, such Services as Providers or their Affiliates are using to provide, and to complete the migration of, the corresponding services with respect to cable systems and operations acquired by Providers or their Affiliates pursuant to the Exchange Agreement and the Asset Purchase Agreement; *provided* that the foregoing will not require Providers to prioritize the migration of any Services; and *provided, further* that Providers will not be responsible for the actions, decisions, or omissions of the “SpinCo Transition Manager” (as defined in the Comcast Transition Services Agreement).

(c) *Information Rights.* To assist Recipients in the review and monitoring of such service levels, following the Spin-Off Date, Providers will provide to Recipients reports describing the key operating metrics of the Services provided to Recipients in substantially the same form and at the same time as Providers provide such reports to Charter’s Chief Operating Officer with respect to the Charter Systems. In addition, to the extent not earlier provided to Recipients, on the date hereof, Providers will provide to Recipients such reports describing the key operating metrics for each Service as conducted by Providers for the benefit of the Charter Systems during the 12-month period ending December 31, 2014.

Section 1.2 Services to be Provided to Recipients.

(a) Schedule 1.2 sets forth the Services that Charter will provide as of the Spin-Off Date (or, with respect to the Services provided by Comcast under the Comcast Transition Services Agreement, on the date upon which Comcast ceases to provide such services under the Comcast Transition Services Agreement). Without limiting the foregoing, but subject to the limitations expressly set forth in this Agreement, Providers also agree:

(i) subject to Section 1.2(d)(i), to be responsible for the negotiation of any and all agreements, leases, contracts, documents and other instruments necessary or convenient for the provision of the Services (the “Service Agreements”);

(ii) to provide the Services in material compliance with Applicable Law, including the Communications Act of 1934, as amended (the “Communications Act”), and all rules and regulations promulgated by the Federal Communications Commission (the “FCC”) thereunder, requirements of state public utilities commissions, and the terms and provisions of the Service Agreements, the Video Programming Services Agreements (as defined below), the Vendor Agreements (as defined below) and any other agreements or arrangements to which Providers, Recipients or any of their respective Affiliates are parties, including the franchises of the GreatLand Systems, and without infringing in any material respect the intellectual property rights of any Third Parties; and

(iii) to promptly notify Recipients to the extent they become aware of (A) any proceedings instituted by any Third Party (including any Governmental Authority) relating to any GreatLand System or conduct of business through any GreatLand System that could give rise to a material liability or performance obligation of Recipients (and use their commercially reasonable efforts to promptly notify Recipients to the extent they become aware of any other proceeding instituted by any Third Party relating to any GreatLand System or conduct of business through any GreatLand System), (B) any notice of material default under, or material violation of, any material governmental authorization or material agreement relating to any GreatLand System or conduct of business through any GreatLand System, and (C) any controversy, dispute or proceeding that is pending or threatened and that may result in material liability to Recipients or could otherwise have a material adverse effect on any GreatLand System or conduct of business through any GreatLand System, in each case, arising from or related to the Services.

(b) *Additional Services.* At any time, and from time-to-time, after the Spin-Off Date, if GreatLand identifies and requests (i) a service that (x) was not included in Schedule 1.2 (other than because Providers and Recipients agreed that such service would not be provided under this Agreement) and (y) is reasonably required in connection with GreatLand's operation of its business through the GreatLand Systems or (ii) a modification of an existing Service (any such additional services or modifications, the "Additional Services"), then Providers will consider such request in good faith and will provide such Additional Services at GreatLand's expense under the terms of this Agreement unless Providers lack the technical ability to provide such Additional Services or, in Providers' sole reasonable judgment, the disruption to the orderly operation of Providers' own business activities resulting from the provision of such Additional Service outweighs the benefits to GreatLand from the provision of such Additional Service (including benefits associated with responding to competitive threats and local market dynamics). *By way of example and not limitation, a programming lineup change or competitive pricing offer within a local market that is consistent with programming restrictions and is designed to enhance Recipients' competitive position would be expected to meet the foregoing standard and be provided by Provider, while a restructuring or degradation of a product service level or value proposition marketed under Providers' brand that will, in Providers' reasonable judgment, devalue such brand may not.* Notwithstanding the foregoing, this Section 1.2(b) will not limit Providers' obligation to provide any Services specifically contemplated by this Agreement, including with respect to Programming Management Services and Services provided under the Termination Date Migration Plan.

(c) *Changes to Services.* Providers will not make any changes to the Services that have a material impact on the nature, scope or quality of products or services provided to subscribers of the GreatLand Systems without reasonable prior notice to, and consultation with, GreatLand.

(d) *Ultimate Control Over Services.* Notwithstanding anything in this Agreement to the contrary, GreatLand, its board of directors and its executive management team will at all times own and exercise ultimate control over, including the overall authority and supervision of, the conduct of its business and operation of the GreatLand Systems, including with respect to any Services. A Recipient will be the franchisee, licensee and permittee, as applicable, of all authorizations of any nature whatsoever issued by any Governmental Authority

in connection with the operation of the GreatLand Systems. Recipients will retain ultimate responsibility for compliance with all laws (including rules and regulations of the FCC and the terms of the Communications Act) applicable to the GreatLand Systems. Providers have no authority to take any action that would cause (or to elect not to take any action the effect of which failure to act would be to cause) (i) an impermissible transfer or change in control under the franchises of the GreatLand Systems or (ii) an impermissible transfer of an FCC license or other governmental authorization held by a Recipient. Providers agree to comply with the instructions of Recipients or their designated representatives to the extent reasonably necessary for Recipients to remain in compliance with Applicable Law relating to the GreatLand Systems. Without limiting the foregoing, Charter will:

(i) obtain the approval of GreatLand prior to entering into any Service Agreement or other arrangement pursuant to this Agreement that would reasonably be expected to involve aggregate consideration payable by Recipients in excess of \$5,000,000 over any 12-month period, other than Video Programming Services Agreements and Vendor Agreements;

(ii) obtain the approval of GreatLand prior to engaging in any transaction or entering into any Service Agreement or other arrangement pursuant to this Agreement between or on behalf of any Recipient, on the one hand, and any Provider, on the other hand; and

(iii) beginning 90 days after the Spin-Off Date, present to GreatLand an estimate of the expected volume and actual economic cost for the provision of the Services (a "Cost Estimate") for the next succeeding three fiscal months and thereafter, for the remainder of the year in which the Spin-Off occurs Charter will present to GreatLand a Cost Estimate for each successive three-fiscal month period prior to the first day of each such period. Following the year in which the Spin-Off occurs, Charter will present to GreatLand a Cost Estimate no later than 30 days prior to the beginning of each fiscal year, for the provision of the Services for that year. Charter will, in good faith, provide GreatLand earlier drafts of the annual Cost Estimate, as available. GreatLand will, within ten business days of receipt of any Cost Estimate, either (A) approve the Cost Estimate as submitted or (B) request that Charter make reasonable changes specified with appropriate detail by GreatLand. GreatLand and Charter will work in good faith to agree to a Cost Estimate submitted by Charter and approved by GreatLand. Charter may revise such Cost Estimate from time-to-time, as circumstances require; *provided* that GreatLand approves any such revisions to any Cost Estimate.

(e) *Inventory Management Services.* To the extent that Providers provide inventory management services, including warehousing, to Recipients, Providers will exercise ordinary diligence and care in the handling and protection of all equipment, inventory and other goods of Recipients held by Providers in its warehouses (the "Goods"), which diligence and care will be consistent with the diligence and care exercised by Charter in the handling and protection of its own inventory of similar value. Providers will take all steps as may reasonably be necessary to put their employees and Third Parties on notice that Providers are not the sole owners of all personal property located at such facilities and have no ownership interest in the Goods. Providers agree, from time to time, to execute and deliver, or cause to be executed and delivered, such additional certificates or documents, and take all such actions, as Recipients may reasonably request for the purpose of confirming Recipients' interests in the Goods, including

executing and authorizing the filing of financing statements, as bailee. Except as set forth in this Section 1.2(c), Recipients are solely responsible for taking such actions as are necessary to provide adequate public notice of their interest in the Goods, and Providers will have no liability to Recipients in the event that Providers' creditors attach, seize or otherwise create an encumbrance upon any of the Goods, except as a result of Providers' bad faith or willful misconduct.

(f) *Procurement Services.* The Services will include procurement services in accordance with this Section 1.2(f). Charter will negotiate and enter into agreements with vendors to provide goods, services, and licenses (other than Video Programming Services) that apply to both the Charter Systems and to the GreatLand Systems (collectively, "Vendor Agreements"). Subject to the terms of this Section 1.2(f), Charter will include the GreatLand Systems within the terms of Charter's Vendor Agreements on the same basis as the Charter Systems to the extent that Charter has or obtains such rights; *provided* that Charter will give GreatLand reasonable notice prior to entering into any Vendor Agreement that includes a minimum purchase or minimum licensing requirement binding on GreatLand, which notice will include a copy of such Vendor Agreement (or if not available, a summary of the material terms of such Vendor Agreement), and GreatLand may opt out of any such Vendor Agreement, except to the extent that GreatLand has existing purchase or licensing obligations thereunder that were accepted or affirmed by GreatLand or established consistent with the notice and opt-out provisions contained in this proviso. If Charter determines, in the good faith exercise of its reasonable judgment, that it is necessary to obtain rights for Recipients to purchase goods and services or obtain licenses directly under any Vendor Agreement (whether such Vendor Agreements are existing on the date hereof or are entered into by Charter after the date hereof), then Charter will use commercially reasonable efforts to obtain and maintain such rights. For the avoidance of doubt, however, Providers have no obligations under this Agreement to agree to any change in the terms of any agreement between Providers and any Vendors as such terms apply to the Charter Systems, regardless of whether Recipients accept such terms with respect to the GreatLand Systems. If reasonably requested by Charter (on an agreement-by-agreement basis), Recipients will execute written undertakings in connection with any Vendor Agreement whereby Recipients will agree to (i) comply with the terms of such Vendor Agreement, as applicable to purchases by or for Recipients under such Vendor Agreement, (ii) make direct payment of, and be responsible as the primary obligor for, any consideration payable to the vendor under such Vendor Agreement for goods or services purchased by or for Recipients, and (iii) agree to fulfill any purchase commitment made in writing with respect to the GreatLand Systems. Charter will keep GreatLand reasonably and timely informed regarding the material terms of Vendor Agreements or proposed Vendor Agreements with respect to the GreatLand Systems.

(g) *Programming Management Services.* The Services will include programming management services in accordance with this Section 1.2(g). Charter will have the ultimate decision-making authority regarding negotiating and entering into agreements with suppliers of video programming services ("Video Programming Services") to provide Video Programming Services that apply to both the Charter Systems and to the GreatLand Systems, including retransmission consent agreements for broadcast television stations (collectively, "Video Programming Services Agreements"), and will provide management, billing, and

collection services to Recipients in connection with Recipients' receipt of Video Programming Services. If requested by Charter (on an agreement-by-agreement basis), Recipients will execute written undertakings in connection with any Video Programming Services Agreement whereby Recipients will agree to (i) comply with the terms of the Video Programming Services Agreement, as applicable to Recipients' purchases under such Video Programming Services Agreement, (ii) make direct payment of, and be responsible as the primary obligor for, any consideration payable to the vendor under such Video Programming Services Agreement for Video Programming Services purchased by or for Recipients, and (iii) agree to fulfill any deployment commitment they make in writing with respect to such Video Programming Services Agreement. Providers will not charge Recipients any markup on pass-through of any consideration payable to the vendor under such Video Programming Services Agreements. Charter will provide to GreatLand a summary of material terms and conditions in advance of entering into any Video Programming Services Agreements that would be binding upon GreatLand in a manner consistent with the same information provided to the Charter CEO. Charter will reasonably consider GreatLand's input as it relates to material terms and carriage provisions, including local franchise considerations and market-specific carriage needs, and will further provide to GreatLand the material terms of Video Programming Services Agreements in order for GreatLand to comply with the obligations under such agreements as contemplated by this Agreement with respect to the Systems (e.g., net effective rates, carriage and tiering requirements). Subject to Section 1.2(b), regarding limitations on the provision of Additional Services, GreatLand will have the decision-making authority regarding the selection, packaging, pricing and distribution of Video Programming Services on the GreatLand Systems (subject to compliance with the terms of the Video Programming Services Agreements applicable to the GreatLand Systems).

(h) *Transition Manager.* GreatLand will designate an officer of GreatLand as the "SpinCo Transition Manager" as defined in the Comcast Transition Services Agreement, which officer will initially be Michael Willner or his designee. GreatLand will cause the SpinCo Transition Manager to reasonably coordinate with Charter for the purpose of supporting an orderly transition from Comcast under the Comcast Transition Services Agreement to Providers under this Agreement. Without limiting the foregoing, (i) in the event that, and to the extent that, the Joint Migration Plan (as defined in the Comcast Transition Services Agreement) with respect to any Transition Services (as defined in the Comcast Transition Services Agreement) that will be replaced by Services to be provided by Providers under this Agreement is referred to the respective senior officers of Comcast and GreatLand for discussion as contemplated by the Comcast Transition Services Agreement, GreatLand will allow an officer of Charter designated by Charter, which officer will initially be John Bickham, Chief Operating Officer of Charter, to participate in such discussion, and (ii) GreatLand will not consent to any amendment to the Comcast Transition Services Agreement, including any Statement of Work or Joint Migration Plan entered into thereunder, or cause or permit the early termination or extension of any of the foregoing, to the extent such amendment, early termination or extension would have an adverse effect that is material on Charter or its provision of Services under this Agreement, in each case without Charter's express written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

(i) *Trademark License.* Charter will cause CCI or its Affiliate to execute and deliver to GreatLand, and GreatLand will execute and deliver to CCI or its Affiliate, that Trademark License attached as Exhibit A (the “Trademark License”), under which CCI or its Affiliate will license certain marks to Recipients for use in connection with its business conducted through the GreatLand Systems.

(j) *Branding.* Any GreatLand products targeted to GreatLand customers and bearing a Charter brand name will be co-branded with GreatLand’s brand name in such a manner that it is reasonably evident to the consumer of such products that Recipients are the parties providing services to the consumer.

Section 1.3 Contractual or Legal Restrictions. In the event there are contractual or legal restrictions on the provision of the Services, Providers and Recipients will act reasonably and in good faith to negotiate alternative arrangements.

Section 1.4 Books and Records. Providers will maintain separate books and records, in reasonable detail in accordance with their standard business practices, with respect to the provision of Services pursuant to this Agreement, including records supporting the computation of the Allocated Expenses and Out-of-Pocket Costs pursuant to Article II (collectively, “Supporting Records”). Providers will provide to Recipients, and their duly authorized representatives, agents, and attorneys, reasonable access to the Supporting Records during business hours upon request after reasonable advance notice.

Section 1.5 GreatLand Bank Accounts; Segregated Cash. GreatLand will have and maintain one or more bank accounts in its own name, which will be under the sole dominion and control of GreatLand. In addition, Providers will ensure that all cash received by Providers for the account of Recipients is segregated from all cash of Providers and is clearly designated as cash belonging to Recipients, and Providers will not employ, or permit any other Person to employ, such cash in any manner except for the benefit of Recipients, and Recipients will maintain ultimate authority and responsibility to manage the in-flow and out-flow of Recipients’ cash, including all payments under this Agreement.

ARTICLE II

COMPENSATION

Section 2.1 Allocated Compensation and Expenses.

(a) GreatLand and Recipients will pay to Charter the Allocated Expenses directly related to providing the Services to Recipients, which, in the case of Services provided from a common location to both Providers and Recipients (such as a call center or technical facility), will be allocated between Providers and Recipients on an appropriate proportional basis (based on, for example, number of customers, calls, or work orders, as appropriate based on the nature of the particular Services), all in a manner reasonably determined by Charter and agreed by GreatLand.

(b) Charter and GreatLand will review and evaluate the Allocated Expenses for reasonableness on such regular periodic basis, as they may agree during the Term, and upon any material modification of the Services and will negotiate in good faith to reach agreement on any appropriate adjustments to the Allocated Expenses based on such review and evaluation.

Section 2.2 Cost Reimbursement; Taxes.

(a) In addition to (and without duplication of) the amounts payable pursuant to Section 2.1, GreatLand and Recipients will reimburse Providers for all direct out-of-pocket costs that relate solely to the GreatLand Systems, with no markup ("Out-of-Pocket Costs"), reasonably incurred by Providers in performing the Services on behalf of Recipients (e.g., third-party expenses paid by Providers, regulatory fees, and miscellaneous expenses that are incurred by Providers or the Provider Attributed Resources in the conduct of the Services). The Out-of-Pocket Costs will be paid monthly in arrears in accordance with the payment procedures set forth below.

(b) All Taxes on the provision of the Services (other than Excluded Taxes of Providers) will be borne by GreatLand and Recipients, regardless of when assessed (including any tax that Recipients are required to withhold or deduct from payments to Providers, which amounts will not reduce the amounts Providers will receive, net of such taxes). If Providers are required to collect or pay over any such Taxes in connection with the provision of such Services, Providers will separately identify such Taxes on the invoice and provide such other information with respect thereto as Recipients may reasonably request, and GreatLand and Recipients will promptly pay such amount to Providers. The cost reimbursements set forth in this Agreement for the Services do not include any such Taxes. Notwithstanding anything in this Agreement to the contrary, in no event will Providers be responsible for the payment of any Taxes imposed upon the sale of goods or services by Recipients to their customers or Excluded Taxes of Recipients, and GreatLand and Recipients will indemnify and hold Providers harmless for all Losses incurred by Providers with respect to such Taxes.

Section 2.3 Payment Procedures.

(a) Beginning nine months following the Spin-Off Date, GreatLand and Recipients will pay the Allocated Expenses, by wire or intrabank transfer of funds or in such other manner specified by Charter to GreatLand, including as an offset against any payments or reimbursements then payable to Recipients under the GreatLand Services Agreement, as follows:

(i) On or about the first day of each calendar month, Charter will provide to GreatLand an invoice, in advance, for the estimated Allocated Expenses for such month. Invoices may reflect separately stated charges for each Service and each jurisdiction where the Services are delivered, and will separately state all taxes imposed on the Services. Such amount will be paid to Charter within 15 days after receipt by GreatLand of such invoice.

(ii) Within 30 days following the end of each fiscal quarter, Charter will determine the actual Allocated Expenses, in arrears, for such fiscal quarter, and will adjust the next monthly invoice provided under Section 2.3(a)(i) to reflect the difference between the actual quarterly Allocated Expenses and the estimated amounts previously invoiced with respect

to such quarter. To the extent the Allocated Expenses and taxes for any fiscal quarter were less than invoiced and paid during such fiscal quarter, Charter will pay the balance of the difference to GreatLand, and GreatLand will be entitled to deduct from any obligations it owes to Charter any amount of such difference not paid by Charter.

(b) Charter will provide to GreatLand an invoice promptly after the end of each calendar month for the Out-of-Pocket Costs (and for the first nine months following the Spin-Off Date, for the Allocated Expenses) for such month and provide reasonable documentation related to such amounts, including, in the case of Out-of-Pocket Costs, supporting documentation in reasonable detail consistent with Charter's own expense reimbursement policy; *provided, however*, that Charter may separately invoice GreatLand at any time for any single Out-of-Pocket Cost incurred by Providers on Recipients' behalf in an amount equal to or greater than \$500,000. Invoices may reflect separately stated charges for each Service and each jurisdiction where the Services are delivered. Any amounts invoiced to GreatLand will be paid to Charter within 15 days after receipt by GreatLand of such invoice. The first monthly payment due under this Section 2.3 for Allocated Expenses will be pro-rated for the period between the Spin-Off Date and the end of the calendar month in which the Spin-Off Date occurs.

(c) In the event that GreatLand disputes any portion of any invoice, GreatLand must timely pay the undisputed portion of the invoice and submit a written basis for such dispute in reasonable detail and, to the extent available, with supporting documentation (the "Dispute Notice"). All Dispute Notices must be submitted to Providers within 90 days of the due date of the applicable invoice. Any amount that is timely disputed by GreatLand will be resolved according to the following procedures, provided that the parties will use commercially reasonable efforts to resolve all disputed items in an efficient manner that minimizes disruption to the Services, the parties and their respective businesses and employees:

(i) first, GreatLand and Charter will negotiate in good faith for the purpose of resolving the dispute within the 30-day period following the date of receipt of the Dispute Notice (the "Initial Resolution Period");

(ii) second, in the event that the parties fail to resolve the dispute within the Initial Resolution Period, the dispute will be referred to the respective chief financial officers of GreatLand and New Charter or such other member of senior management designated by the chief financial officer, along with all relevant documentation and information relating thereto to enable the chief financial officers or such designees to negotiate in good faith for the purpose of resolving such dispute within an additional ten-day period (the "Additional Resolution Period"); and

(iii) third, in the event that the chief financial officers or such designees fail to mutually resolve the dispute within the Additional Resolution Period, either party may thereafter refer the dispute to a national accounting firm that is mutually acceptable to GreatLand and Charter, such acceptance not to be unreasonably withheld or delayed, and which the parties agree will be the exclusive means for resolution of such dispute; *provided* that if the parties are not able to agree upon a national accounting firm, each of GreatLand and Charter will direct its independent auditors to jointly select a national accounting firm to resolve the dispute, in either case acting in its capacity as a financial expert, not as an arbitrator (the firm selected pursuant to

this Section 2.3(c)(iii), the “Referee”). GreatLand and Charter will submit their respective calculation of the disputed amounts to the Referee and instruct the Referee to make its determination within 20 days after the date such matter is submitted to the Referee, and Charter and GreatLand agree that the Referee’s determination will be final and binding upon the parties, *provided* that the Referee may not assign a value to any disputed amount that is outside the range of values for such disputed amount claimed by the parties in their submissions to the Referee. To the extent the Referee determines a disputed amount in favor of Charter, GreatLand will promptly pay the amount determined to be due together with accrued interest as described in Section 2.5. To the extent the Referee determines a disputed amount in favor of GreatLand and such determination requires the refund of amounts previously paid by GreatLand to Charter, Charter will promptly pay the amount determined to be due together with accrued interest from the date of payment by GreatLand as described in Section 2.5. The Referee will not have the power to award any injunctive relief or specific performance, but may award money damages only. The expenses of the Referee incurred in connection with such determination will be borne 50% by GreatLand and 50% by Charter.

Section 2.4 Services Fee.

(a) Each fiscal quarter during the Term, as compensation for (i) Recipients’ ability to purchase Video Programming Services under Provider’s Video Programming Services Agreements for the benefit of the GreatLand Systems, (ii) Recipients’ ability to purchase goods and services under Provider’s Vendor Agreements for the benefit of the GreatLand Systems, and (iii) the Trademark License (collectively, the “Services Fee Consideration”), GreatLand and Recipients will pay to Charter, in arrears, a fee equal to quarterly Gross Revenues multiplied by 4.25% (the “Services Fee”). For the fiscal quarter during which the Term commences and the fiscal quarter during which the termination of this Agreement occurs and any Transition Period (as defined below), the Services Fee will be proportionately reduced to reflect the actual number of days during such fiscal quarter falling during the Term (or Transition Period, as applicable) relative to the total number of days during such fiscal quarter. The term “Gross Revenues” means the gross revenues of Recipients arising out of or in connection with the GreatLand Systems, determined in accordance with generally accepted accounting principles, and calculated in a manner consistent with GreatLand’s financial reporting, but excluding the effect of any payments from Charter and its Affiliates to GreatLand under the GreatLand Services Agreement and any payments from Comcast and its Affiliates to GreatLand under the Comcast Transition Services Agreement.

(b) As promptly as practicable, and in any event no later than ten days after the end of each fiscal quarter, GreatLand will report its Gross Revenues for such fiscal quarter to Charter. Charter will determine the Services Fee for such quarter and provide to GreatLand an invoice in such amount. In the event that Charter disputes GreatLand’s calculation of Gross Revenues, Charter will invoice GreatLand in an amount equal to the Gross Revenues for such fiscal quarter as reported by GreatLand *multiplied by* 4.25%, and GreatLand and Charter will follow the procedures set forth in Section 2.3(c) to resolve such dispute and finally determine the Services Fee for such fiscal quarter. GreatLand will pay the invoiced amount to Charter, by wire or intrabank transfer of funds or in such other manner specified by Charter to GreatLand, within 15 days after receipt by GreatLand of such invoice.

Section 2.5 Interest Accrual. Subject to the provisions in Section 2.3(c) with respect to disputed amounts, any payments not made when due under this Article II will bear interest from the due date of the applicable invoice to the date of payment at a rate equal to the three-month LIBOR rate as reported in the London Interbank Offered Rates column of *The Wall Street Journal*, as reported at www.wsjonline.com (the “LIBOR Rate”) on the Spin-Off Date *plus* 3%; *provided* that the interest rate will reset every three calendar months based on the then-current LIBOR Rate on the first day of such period (or, if such reset date is not a business day, then the LIBOR Rate so published on the preceding business day). Any payments determined by a Referee to be payable to either Charter or GreatLand, as applicable, pursuant to Section 2.3(c)(iii) will be subject to interest accrual as described in the foregoing sentence.

Section 2.6 Survival. The terms and conditions of this Article II will survive the expiration or earlier termination of this Agreement. Without limiting the foregoing, Providers may continue to invoice Recipients for Allocated Expenses and Out-of-Pocket Costs after the termination of this Agreement promptly after such amounts are determined until all amounts are invoiced and paid; provided that Providers will endeavor to provide Recipients with notice of any amounts that are expected to be invoiced after the Term as Providers become aware of such amounts.

Section 2.7 Joint and Several Liability. All payment obligations of GreatLand and Recipients under this ARTICLE II will be joint and several.

ARTICLE III

TERM

Section 3.1 Term Generally. The term of the Services under this Agreement will commence on the Spin-Off Date and will continue until the third anniversary of the Spin-Off Date (the “Initial Term”). This Agreement will automatically renew for successive one year renewal periods thereafter (each, a “Renewal Term”) unless either party provides written notice of its intent not to renew at least one year prior to the expiration of the then-current Term. The Initial Term and any Renewal Terms may be referred to collectively as the “Term.” This Agreement is subject to termination prior to the end of the Term in accordance with Section 3.3.

Section 3.2 Discontinuance of Select Services. At any time during the Term, subject to Section 3.3(f), GreatLand may elect to discontinue obtaining any Service from Providers upon written notice to Charter if (x) Charter or any of its Affiliates is in material breach or default of its covenants and agreements under Sections 1.1 or 1.2 of this Agreement with respect to such Service and fails to cure such breach or default within 45 days after written notice of such breach or default is delivered to Charter, (y) such breach or default results in a material and continuing adverse effect on such Service and (z) there is a reasonable basis to believe that such breach or default will continue or recur. In such event, this Agreement will remain in effect for the remainder of the Term with respect to those Services that have not been so discontinued. No discontinuation of any Services pursuant to this Section 3.2 will be deemed to reduce or result in an abatement of any portion of the Services Fee.

Section 3.3 Termination.

(a) This Agreement may be terminated prior to the expiration of the Term in the following events:

(i) by GreatLand, at any time subject to Section 3.3(f), if Charter or any of its Affiliates is in material breach or material default of its covenants and agreements under this Agreement and fails to cure such breach or default within 45 days after written notice of such breach or default is delivered to Charter, provided that GreatLand is not also in material breach or material default under this Agreement. For purposes of this Section 3.3(a)(i), the parties agree that a “material breach or material default” will be limited to Providers’ gross negligence or intentional misconduct in the provision of the Services that results in a material and continuing adverse effect on the business conducted through the GreatLand Systems, as a whole, there is a reasonable basis to believe that such gross negligence or intentional misconduct will continue or recur, and Providers are not undertaking good faith efforts to cure.

(ii) by Charter, at any time subject to Section 3.3(f), (A) if GreatLand or any of its Affiliates is in material breach or material default of its covenants and agreements under this Agreement (other than payment default) and fails to cure such breach or default within 45 days after written notice of such breach or default is delivered to GreatLand, provided that Charter is not also in material breach or material default under this Agreement, or (B) if GreatLand defaults on its payment obligations under Article II and fails to cure such default within 20 days after written notice of such default is delivered to GreatLand. The parties agree that the failure to pay an amount that is subject to a dispute in accordance with the procedures set forth in Section 2.3 will not be deemed a payment default under this Section 3.3(a)(ii).

(iii) by Charter or GreatLand immediately upon written notice (or at any later time specified in such notice) by such party to the other party if a Change in Control occurs with respect to GreatLand; or

(iv) upon the mutual written agreement of the parties.

(b) For purposes of this Section 3.3, (i) a “Change in Control” will be deemed to have occurred with respect to GreatLand if a merger, consolidation, share exchange, acquisition, tender offer or similar transaction (each, a “Transaction”), or series of related Transactions, involving GreatLand occurs unless immediately following such Transaction or series of related Transactions the stockholders of GreatLand immediately prior to such transaction beneficially own (x) directly or indirectly through one or more intermediaries, 50% or more of the voting power of the outstanding voting securities of and 50% or more of the economic interest in GreatLand and each other Person of whom GreatLand is then a direct or indirect Subsidiary, (y) existing members of the GreatLand board of directors comprise a majority of the board of directors of the surviving entity (and any Person of whom GreatLand is then a Subsidiary), and (z) immediately following such transaction no Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than New Charter or any Affiliate of New Charter, beneficially owns, directly or indirectly, more than the Threshold Percentage of the total voting power of the outstanding voting securities of, or of the total economic interests in, GreatLand or any other Person of whom GreatLand is then a direct or indirect Subsidiary,

(ii) “Threshold Percentage” means a percentage equal to the percentage of GreatLand’s outstanding voting securities beneficially owned by New Charter immediately after the relevant Transaction, disregarding the impact of any sales or other dispositions by New Charter of any GreatLand voting securities owned by New Charter as of the Spin-Off Date (other than mandatory sales or other dispositions pursuant to a Transaction that was not executed by New Charter), (iii) “Exchange Act” means the U.S. Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, and (iv) “beneficial ownership” has the meaning of such term under the Exchange Act.

(c) In order to provide Recipients with a reasonable period during which to transition the provision of the Services to themselves or Third Party providers following termination of this Agreement by Charter or GreatLand pursuant to Section 3.3(a)(i), 3.3(a)(ii), or 3.3(a)(iii) or expiration of this Agreement pursuant to Section 3.1, or following discontinuation of any Service by GreatLand pursuant to Section 3.2, at GreatLand’s election, following such termination, expiration or discontinuation Providers will continue to provide, in accordance with Article I, any Services requested by GreatLand (or, in the case of discontinuation of any Service by GreatLand pursuant to Section 3.2, such Service) for a reasonable period of time (not less than one year in the case of termination pursuant to Section 3.3(a)(i), Section 3.3(a)(ii)(A) or Section 3.3(a)(iii) or discontinuation pursuant to Section 3.2), unless the parties agree otherwise. Any period after termination or expiration of this Agreement, or after discontinuation of any Service by GreatLand during which Providers continue to provide Services to Recipients pursuant to this Section 3.3(c) is referred to as a “Transition Period.” During any Transition Period, any Allocated Expenses and Out-of-Pocket Costs incurred by Providers in the provision of Services and the Services Fee will continue to accrue and become payable in accordance with Section 2.1 and Section 2.2.

(d) During any Transition Period (and during any period following delivery by either party of written notice of its intent not to renew this Agreement pursuant to Section 3.1), (x) the Services provided by Providers will include assistance transitioning the provision of the applicable Services to Recipients or Third Party providers on mutually acceptable terms and (y) promptly following the start of any such period, Recipients and Providers will mutually develop a joint migration plan for moving the applicable Services to policies, practices, services and systems maintained by Recipients or their designees (the “Termination Date Migration Plan”).

(i) In the event that the parties fail to agree on the Termination Date Migration Plan with respect to any Service within 60 days following the start of any Transition Period or of any period following delivery by either party of written notice of its intent not to renew this Agreement pursuant to Section 3.1, the Termination Date Migration Plan with respect to such Service will be referred to the respective senior officers of Charter and GreatLand designated on Schedule 3.3(d). In the event that such officers fail to mutually resolve the Termination Date Migration Plan with respect to any Service within an additional 30-day period, either Charter or GreatLand may submit the Termination Date Migration Plan with respect to such Service, on an Service-by-Service basis, to an industry expert with expertise and qualifications to decide the matter at issue and who is mutually acceptable to Charter and GreatLand (an “Expert”), which the parties agree will be the exclusive means for resolution of such dispute; *provided* that if the parties are not able to agree upon such an expert with respect to

any Service, each of GreatLand and Charter will select such an expert and the two experts so selected will jointly select a third expert so qualified to determine the issue and such third expert will be deemed an “Expert” hereunder. GreatLand and Charter will instruct any Expert to make its determination within 20 days after the date that a Termination Date Migration Plan with respect to any Service is submitted to such Expert and agree that such determination will be final and binding upon the parties; *provided* that such Expert will be required to choose between the proposals of Charter and GreatLand in the resolution of the Termination Date Migration Plan with respect to any Service and may not adopt a proposal that has not been submitted by either Charter or GreatLand or modify either such proposal; *provided, further*, that such Expert will decide between the proposals submitted by Charter and GreatLand based on the commercial reasonableness of such proposals in light of their potential disruption to customers’ services, the respective burdens on Providers and Recipients and the parties’ objectives of completing the migration expeditiously. The expenses of any such Expert incurred in connection with any such determination will be borne equally by Charter and GreatLand. In the event any Termination Date Migration Plan is subject to the escalation process set forth in this Section 3.3(d)(i), (i) the parties will continue to work to complete the migration of all applicable Services (including those covered by the Termination Date Migration Plan that is subject to such escalation process) to Recipients or Third Party providers to the extent reasonably possible during the pendency of such escalation process and (ii) the Transition Period with respect to the Services covered by such Termination Date Migration Plan will be extended to the extent necessary to account for the actual delay in the activities contemplated by such Termination Date Migration Plan attributable to the failure to reach agreement on such Termination Date Migration Plan during the pendency of such escalation process.

(ii) Providers and Recipients will act reasonably and in good faith to effect the migration of each Service as set forth in the Termination Date Migration Plan. Providers and Recipients each will provide to the other party reasonable access to their respective employees to the extent necessary to effectuate the Termination Date Migration Plan.

(e) Upon termination of this Agreement under Section 3.3(a)(ii) or 3.3(a)(iii), the Services Fee will continue to accrue and become payable in accordance with Section 2.4 for the duration of the then-current Term, as in effect on the date immediately prior to such termination or for the duration of any applicable Transition Period, whichever is longer. In addition, upon termination of this Agreement for any reason, each party will remain liable to the other for any required payment accrued prior to the termination of this Agreement.

(f) Notwithstanding any of the foregoing, neither party may terminate this Agreement for material breach (other than a payment default), and GreatLand may not discontinue any Service pursuant to Section 3.2, except in accordance with the dispute resolution procedure set forth in Section 7.6.

(g) The termination of this Agreement by Charter or GreatLand under Section 3.3(a) or the expiration of this Agreement under Section 3.1 will not impact the provision of services under the GreatLand Services Agreement, which will continue subject to the terms of such agreement.

Section 3.4 Suspension of Services.

(a) Upon the failure of GreatLand to make any payment required under this Agreement within 30 days of the due date (other than payments that have been disputed in accordance with Section 2.3(c)), Providers will be entitled, on ten days' prior written notice to GreatLand, to suspend performance of the Services, subject to applicable law, until all undisputed payments due Providers under this Agreement have been paid.

(b) Upon the occurrence of a Bankruptcy Event with respect to any Recipient, Providers may, upon written notice to GreatLand, suspend all Services provided to such Recipient indefinitely, unless the court in the applicable Bankruptcy Proceeding issues first day orders that (i) direct such Recipient to pay all amounts due and payable to Providers by such Recipient as of the filing of such Bankruptcy Proceeding as a critical supplier as promptly as possible (but in any event no less than 15 days of the commencement of the Bankruptcy Proceeding) and, in fact, such payment is made; and (ii) direct such Recipient to pay to Providers, as administrative expense priority claims, all post-petition amounts owed to Providers by such Recipient under this Agreement in the ordinary course of business during the pendency of such Bankruptcy Proceeding and, in fact, such payment is made. No suspension of any Services under this Section 3.4 will be deemed to reduce or result in an abatement of any portion of the Services Fee, and for the avoidance of doubt the Gross Revenues for purposes of determining the Services Fee will continue to include the Gross Revenues of such Recipient.

(c) For purposes of this Section 3.4, a "Bankruptcy Event" will be deemed to have occurred with respect to a party upon such party's insolvency, general assignment for the benefit of creditors, voluntary commencement of any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or consolidation of such party's debts under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for such party or for all or any substantial part of such party's assets (each, a "Bankruptcy Proceeding"), or the involuntary filing against such party of any Bankruptcy Proceeding that is not dismissed within 60 days after such filing.

(d) In the event Charter seeks relief from the automatic stay ("Stay Relief Motion") imposed by 11 U.S.C. § 362(a) based on the breach of the covenants or failure of the conditions described in this Section, GreatLand, on behalf of itself and all other Recipients, hereby (i) stipulates to and will not oppose such Stay Relief Motion and will not encourage or assist any other party in opposing such Stay Relief Motion; or (ii) will consent to the payment of adequate protection payments in advance each month, in the amounts due under this Agreement, to satisfy all of their post-petition payment obligations under this Agreement. The parties hereby agree that, in the absence of such immediate adequate protection payments by the Recipients, Charter will not be adequately protected and will face an unreasonable risk of damage to its financial and business interests.

ARTICLE IV

PERSONNEL AND EMPLOYEES FOR SERVICES

Section 4.1 Personnel to Provide Services.

(a) Providers will make available to Recipients, on a non-exclusive basis, the appropriate personnel to perform the Services.

(b) GreatLand acknowledges that:

(i) any officer, employee or consultant of any Provider that provides Services to Recipients (a "Provider Attributed Resource") may also be providing services (A) to Comcast and its Affiliates, on a transitional basis; and (B) to Providers in his or her capacity as an officer, employee or consultant of a Provider; and

(ii) Providers may elect, in their discretion, to utilize independent contractors rather than officers, employees or consultants of Providers to perform some or all of the Services for Recipients from time to time, and such independent contractors will be deemed included within the definition of "Provider Attributed Resources" for all purposes of this Agreement.

(c) The Provider Attributed Resources will at all times work under the direction and control of Providers, and Providers will remain ultimately responsible for ensuring that the obligations of Providers with respect to the nature, scope and quality of the Services are satisfied with respect to any Services performed by Provider Attributed Resources, including independent contractors.

Section 4.2 Providers as Payor. The parties acknowledge and agree that Providers, and not Recipients, will be solely responsible for the payment of salaries, wages, benefits (including health insurance, retirement, and other similar benefits, if any) and other compensation applicable to all Provider Attributed Resources; *provided, however*, that Recipients are responsible for the payment of the Allocated Expenses in accordance with Sections 2.1(a) and 2.3. Providers will be responsible for the payment of all federal, state, and local withholding taxes and other such employment related taxes as are required by law with respect to the compensation of all Provider Attributed Resources. Recipients will cooperate with Providers, at Providers' expense, to facilitate Providers' compliance with applicable federal, state, and local laws, rules, regulations, and ordinances applicable to the employment of all Provider Attributed Resources.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Charter. Charter represents and warrants to GreatLand as follows:

- (a) Charter is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware.
- (b) Charter has the power and authority to enter into this Agreement and Providers have the power and authority to perform their obligations under this Agreement, including provision of the Services.
- (c) No Provider is subject to any contractual or other legal obligation that materially interferes with its full, prompt, and complete performance under this Agreement.
- (d) The individual executing this Agreement on behalf of Charter has the authority to do so.

Section 5.2 Representations and Warranties of GreatLand. GreatLand represents and warrants to Charter as follows:

- (a) GreatLand is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware.
- (b) GreatLand has the power and authority to enter into this Agreement and Recipients have the power and authority to perform its obligations under this Agreement.
- (c) No Recipient is subject to any contractual or other legal obligation that materially interferes with its full, prompt, and complete performance under this Agreement.
- (d) The individual executing this Agreement on behalf of GreatLand has the authority to do so.

ARTICLE VI

INDEMNIFICATION; LIMITATION OF LIABILITY

Section 6.1 Indemnification.

- (a) Charter ("Provider Indemnitor") will indemnify, defend, and hold harmless Recipients and each of their respective Affiliates, officers, directors, employees and agents, successors and assigns (collectively, the "Recipient Indemnitees"), from and against any and all Actions, judgments, Liabilities, losses, costs, damages, or expenses, including reasonable counsel fees, disbursements, and court costs (collectively, "Losses", which Losses will in no event include special, indirect, incidental, punitive or consequential damages, in each case except to the extent required to be paid to a Third Party), that any Recipient Indemnatee may incur, to

the extent arising from or out of, or relating to (i) any material breach of this Agreement by Providers or (ii) any gross negligence, willful misconduct, or material violation of any applicable law by Providers in connection with this Agreement; **PROVIDED, HOWEVER, THAT, EXCEPT IN THE CASE OF LOSSES RESULTING FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR MATERIAL VIOLATION OF ANY APPLICABLE LAW BY ANY PROVIDER, THE TOTAL LIABILITY OF PROVIDERS UNDER THIS SECTION 6.1(a) WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT ACTUALLY PAID AND PAYABLE TO PROVIDERS BY RECIPIENTS PURSUANT TO ARTICLE II THROUGH THE DATE ON WHICH SUCH INDEMNITY IS MADE.**

(b) GreatLand (“Recipient Indemnitor”) will indemnify, defend, and hold harmless Providers and each of their respective Affiliates, officers, directors, employees and agents, successors and assigns (collectively, the “Provider Indemnitees”), from and against any and all Losses that any Provider Indemnitee may incur, to the extent arising from or out of, or relating to the ownership or operation of the GreatLand Systems, including Losses arising from the provision of the Services, in each case except to the extent such Losses result from any material breach of this Agreement, gross negligence, willful misconduct, or material violation of any applicable law by Providers.

Section 6.2 Indemnification Procedures.¹

(a) *Procedures Relating to Indemnification of Third-Party Claims.* Promptly after receipt by a Recipient Indemnitee or a Provider Indemnitee (an “Indemnitee”) of written notice of the assertion or the commencement of any Action by a Third Party or the imposition of any penalty or assessment for which indemnity may be sought under Section 6.1(a) (a “Third Party Claim”), if such Indemnitee intends to seek indemnity pursuant to this ARTICLE VI, the Indemnitee will give written notice of such Third Party Claim (a “Claim Notice”) to the party from whom indemnification is sought pursuant hereto (the “Indemnitor”) stating the nature, basis and the amount thereof, to the extent known, along with copies of the relevant notices and documents (including court papers) evidencing such Third Party Claim and the basis for indemnification sought and otherwise in reasonable detail and thereafter will keep the Indemnitor reasonably informed with respect thereto. The failure to so notify the Indemnitor will not relieve the Indemnitor of its indemnification obligations hereunder, except to the extent such failure will have prejudiced the Indemnitor. The Indemnitor will have the right, exercisable by written notice to the Indemnitee within 30 days after receipt of a Claim Notice from the Indemnitee of the commencement or assertion of any Third Party Claim in respect of which indemnity may be sought under this ARTICLE VI, to assume and conduct the defense of such Third Party Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnitor and reasonably acceptable to the Indemnitee; *provided, however*, that (x) the Third Party Claim does not relate to or arise in connection with any criminal Action; (ii) the Third Party Claim solely seeks (and continues to seek) monetary damages and/or equitable or corrective relief (with or without monetary damages, fines or penalties) which equitable relief would not reasonably be expected to materially and adversely affect the operations of (A) GreatLand or its Affiliates, if

¹ **Note to Draft:** Indemnification procedures and related provisions subject to change to conform to other long-form definitive agreements.

Charter is the Indemnitor or (B) Charter or its Affiliates, if GreatLand is the Indemnitor; (iii) the Person making such Third Party Claim is not a Governmental Authority with regulatory authority over the Indemnitee or any of its material assets; and (iv) the Indemnitor expressly agrees with the Indemnitee in writing to be fully responsible for all of the Losses that arise from the Third Party Claim unless material factors or circumstances not known to or reasonably foreseeable by the Indemnitor at the time of its assumption of the defense subsequently emerge and result in the Indemnitee not being entitled to such indemnification in accordance with the terms hereof (the conditions set forth in clauses (i) through (iv) are, collectively, the "Litigation Conditions"). If the Indemnitor does not assume the defense of a Third Party Claim in accordance herewith, the Indemnitee may continue to defend the Third Party Claim. So long as the Indemnitor has assumed the defense of the Third Party Claim in accordance herewith, (i) the Indemnitor will not be liable to the Indemnitee for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof; *provided, however*, that if (x) any of the Litigation Conditions ceases to be met or (y) the Indemnitor fails to take reasonable steps necessary to defend diligently such Third Party Claim and such failure is not cured within 30 days of notice from the Indemnitee of such failure, the Indemnitee may assume its own defense, and the Indemnitor will be liable for all reasonable costs or expenses thereafter incurred in connection with such defense, (ii) the Indemnitee may retain separate co-counsel (not reasonably objected to by the Indemnitor) at its sole cost and expense (except where, in the reasonable judgment of the Indemnitee based on the advice of counsel, there exists an actual or potential conflict of interest between the Indemnitor and the Indemnitee with respect to such Third Party Claim, in which case at the Indemnitor's expense) and participate in the defense of the Third Party Claim, it being understood that the Indemnitor will control such defense subject to clause (i) above, (iii) the Indemnitor will not (A) admit to any wrongdoing or (B) consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim to the extent such judgment or settlement provides for equitable relief, in each case, without the prior written consent of the Indemnitee (such written consent will not be unreasonably withheld or delayed) and (iv) all the Indemnitees will cooperate in the defense or prosecution thereof, including the retention and (upon the Indemnitor's request) the provision to the Indemnitor of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. If the Indemnitor assumes the defense of a Third Party Claim, the Indemnitee will agree to any settlement, compromise or discharge of a Third Party Claim that the Indemnitor may recommend and that (1) includes as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitee of a complete release from all liability in respect of such Third Party Claim, and (2) does not impose injunctive or other nonmonetary equitable relief against the Indemnitee or its Affiliates, or their respective businesses. Whether or not the Indemnitor assumes the defense of a Third Party Claim, the Indemnitee will not file any papers, admit any liability with respect to, or consent to the entry of any judgment or enter into any settlement with respect to or otherwise compromise or discharge the Third Party Claim without the prior written consent of the Indemnitor, not to be unreasonably withheld, delayed or conditioned. The parties will use reasonable best efforts to minimize Losses from Third Party Claims and will act in good faith in responding to, defending against, settling or otherwise dealing with such claims. The parties will also cooperate in any such defense and give each other reasonable access to all information relevant thereto. For the avoidance of doubt, whether or not the Indemnitor has assumed the defense, such Indemnitor will not be obligated to indemnify the

Indemnitee hereunder for any settlement entered into or any judgment that was consented to without the Indemnitor's prior written consent (such written consent not to be unreasonably withheld, delayed or conditioned).

(b) *Procedures for Non-Third Party Claims.* The Indemnitee will promptly provide the Indemnitor with written notice of its discovery of any matter that does not involve a Third Party Claim if such Indemnitee intends to seek indemnity pursuant to this ARTICLE VI with respect to such matter, with such written notice stating the nature, basis and the amount thereof, to the extent known, along with copies of the relevant notices and documents (including court papers) evidencing such matter and the basis for indemnification sought and otherwise in reasonable detail. The failure to so notify the Indemnitor will not relieve the Indemnitor of its indemnification obligations hereunder, except to the extent such failure will have prejudiced the Indemnitor. The Indemnitee will reasonably cooperate and assist the Indemnitor in determining the validity of any claim for indemnity by the Indemnitee and in otherwise resolving such matters. Such assistance and cooperation will include the retention and (upon the Indemnitor's request) the provision to the Indemnitor of records and information that are reasonably relevant to such claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnitee will use reasonable best efforts to minimize Losses from claims in respect of which indemnity may be sought hereunder and will act in good faith in dealing with such claims.

Section 6.3 Determination of Indemnification Amounts and Related Matters.

(a) The Indemnitor will not be obligated to indemnify the Indemnitee with respect to any Losses to the extent of any proceeds received in connection with any such Losses by the Indemnitee under any Third Party insurance policy or from any other Third Party responsible therefor. The Indemnitee will use commercially reasonable efforts to claim and recover under such insurance policies and from such other Third Parties and the reasonable expenses incurred in connection therewith will be treated as Losses subject to indemnification hereunder.

(b) If the Indemnitee receives any amounts under applicable Third Party insurance policies, or from any other Third Party responsible for any Losses, subsequent to an indemnification payment by the Indemnitor in respect thereof, then such Indemnitee will promptly reimburse the Indemnitor for any payment made by such Indemnitor in respect thereof up to the amount received by the Indemnitee from such Third Party insurance policy or other Third Party, as applicable (net of reasonable expenses incurred in connection with the recovery thereof).

(c) Any indemnification amount pursuant to this ARTICLE VI will be paid taking into account any tax benefit actually realized and any tax cost incurred by the Indemnitee arising from the incurrence or payment of the relevant Losses.

Section 6.4 Exclusivity of Remedies. Providers and Recipients acknowledge and agree that (i) the indemnification provisions of this ARTICLE VI and (ii) the provisions of Section 7.16 will, in the absence of fraud, be the sole and exclusive remedies of the Provider Indemnitees and the Recipient Indemnitees, respectively, for any breach of this Agreement and

for any failure to perform or comply with any covenants or agreements contained herein. In furtherance of the foregoing, each party hereto hereby waives, on behalf of itself and its Subsidiaries, from and after the date hereof, any and all rights, claims and causes of action it may have against the other parties hereto arising under or based upon any Applicable Law or otherwise for any breach of this Agreement and for any failure to perform or comply with any covenants or agreements contained herein, except pursuant to (i) the indemnification provisions set forth in this ARTICLE VI, (ii) the indemnification provisions of the Tax Matters Agreement and (iii) the provisions of Section 7.16.

Section 6.5 Survival. The terms and conditions of this Article VI will survive the expiration or termination of this Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Defined Terms.

(a) The following terms will have the following meanings for all purposes of this Agreement:

“Action” means any demand, action, claim, allegation, assertion, suit, countersuit, litigation, arbitration, prosecution, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court, grand jury or other Governmental Authority or any arbitrator or arbitration panel.

“Affiliate” means, with respect to any Person, any other Person controlling, controlled by, or under common control with such first Person; with “control” for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract, or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, no Provider will be deemed to be an Affiliate of any Recipient, or vice versa.

“Allocated Compensation” means the aggregate salary, bonus and health, retirement and other compensation and benefits, and employment taxes paid by Providers to their employees (other than, in all cases, equity-based compensation), in all cases without markup.

“Allocated Expenses” means the actual, economic cost of the Services to Providers, without markup, which will comprise, without duplication, (i) any direct costs incurred in providing the Services, other than Out-of-Pocket Costs and (ii) a portion of the Allocated Compensation for Provider Attributed Resources and other overhead expenses (including costs associated with office space, connectivity, licenses, setup, transition, integration, and termination expenses, management oversight, utilities, and maintenance for such Provider Attributed Resources) incurred in providing the Services (other than Services provided via the inclusion of Recipients under a Third Party contract, the costs of which will be reimbursed pursuant to Section 2.2), in all cases without markup and allocated in accordance with Section 2.1(a).

“Allocated Expenses” do not include any Allocated Compensation or overhead expenses associated with any Provider Attributed Resources who hold the office of Senior Vice President or above.

“Applicable Law” means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person.

“Cable Subscriber Information” means information subject to the requirements of 47 U.S.C. § 551.

“Confidential Information” means any information marked, noticed, or treated as confidential by a party which such party holds in confidence, including all trade secrets, technical, business, or other information, including customer or client information, however communicated or disclosed, relating to past, present and future research, development and business activities.

“CPNI” means customer proprietary network information, as such term is defined in 47 U.S.C. § 222(h)(1).

“Employee Matters Agreement” means the Employee Matters Agreement between Comcast and GreatLand, dated the same date of this Agreement, as such agreement may be amended from time to time in accordance with its terms.

“Excluded Taxes” means any tax, assessment, levy, fee and charge imposed on or measured by net income or net profits (however denominated, including taxes measured on net worth or balance sheet), including penalties and interest.

“Governmental Authority” means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency, commission or official, including any political subdivision thereof.

“Liabilities” means any and all debts, liabilities, commitments and obligations, whether or not fixed, contingent or absolute, matured or unmatured, direct or indirect, liquidated or unliquidated, accrued or unaccrued, known or unknown, and whether or not required by generally accepted accounting principles to be reflected in financial statements or disclosed in the notes thereto (other than taxes).

“Person” means any natural person, corporation, limited liability corporation, partnership, trust, unincorporated organization, association, Governmental Authority, or other entity.

“PII” of a party means personally identifiable information of current, former or prospective such party’s customers or employees, including names, addresses, telephone numbers, social security numbers, driver’s license numbers, and payment card/bank account information.

“Subsidiary” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

“Taxes” means sales, telecom, use and other taxes, assessments, levies, fees, and charges, including penalties and interest, imposed by applicable taxing authorities or by any regulatory body.

“Tax Matters Agreement” means the Tax Matters Agreement dated the same date of this Agreement among Comcast, GreatLand and New Charter, as such agreement may be amended from time to time in accordance with its terms.

“Third Party” means a Person that is not a Recipient or a Provider or an Affiliate of any such party.

“Transaction Agreement” has the meaning set forth in the Separation Agreement.

(b) The following terms will have the meanings for all purposes of this Agreement set forth in the Section reference provided next to such term:

<u>Definition</u>	<u>Section Reference</u>
AAA	Section 7.6(a)
Additional Resolution Period	Section 2.3(c)(ii)
Additional Services	Section 1.2(a)
Agreement	Preamble
Arbitration Rules	Section 7.6(a)
Bankruptcy Event	Section 3.4(c)
Bankruptcy Proceeding	Section 3.4(c)
beneficial ownership	Section 3.3(b)
CCI	Recitals
Change in Control	Section 3.3(b)
Charter	Preamble
Charter Systems	Section 1.1(b)(i)
Claim Notice	Section 6.2(a)
Comcast	Recitals
Comcast Transition Services Agreement	Recitals
Communications Act	Section 1.2(a)(ii)
Cost Estimate	Section 1.2(b)(iii)
Dispute Notice	Section 2.3(c)
Exchange Act	Section 3.3(b)
Expert	Section 3.3(d)(i)
FCC	Section 1.2(a)(ii)
Goods	Section 1.2(c)
GreatLand	Preamble
GreatLand Services Agreement	Recitals

<u>Definition</u>	<u>Section Reference</u>
GreatLand Systems	Recitals
Gross Revenues	Section 2.4(a)
Indemnitee	Section 6.2(a)
Indemnitor	Section 6.2(a)
Initial Resolution Period	Section 2.3(c)(i)
Initial Term	Section 3.1
LIBOR Rate	Section 2.5
Litigation Conditions	Section 6.2(a)
Losses	Section 6.1(a)
Merger Agreement	Recitals
Mergers	Recitals
Migrating Services	Section 1.1(b)(ii)
New Charter	Recitals
Obligor	Section 7.10
Out-of-Pocket Costs	Section 2.2(a)
Providers	Preamble
Provider Attributed Resource	Section 4.1(b)(i)
Provider Indemnitees	Section 6.1(b)
Provider Indemnitor	Section 6.1(a)
Recipients	Preamble
Recipient Indemnitees	Section 6.1(a)
Recipient Indemnitor	Section 6.1(b)
Referee	Section 2.3(c)(iii)
Renewal Term	Section 3.1
Separation Agreement	Recitals
Service Agreements	Section 1.2(a)(i)
Services	Section 1.1(a)
Services Fee	Section 2.4(a)
Services Fee Consideration	Section 2.4(a)
Spin-Off	Recitals
Spin-Off Date	Recitals
Stay Relief Motion	Section 3.4(d)
Subscriber Information	Section 7.15(c)
Supporting Records	Section 1.4
Term	Section 3.1
Termination Date Migration Plan	Section 3.3(d)
Third Party Claim	Section 6.2(a)
Threshold Percentage	Section 3.3(b)
Trademark License	Section 1.2(g)
Transaction	Section 3.3(b)
Transition Period	Section 3.3(c)
Vendor Agreements	Section 1.2(d)
Video Programming Services	Section 1.2(e)
Video Programming Services Agreement	Section 1.2(e)

Section 7.2 Entire Agreement; Third Party Beneficiaries. This Agreement, together with the applicable provisions of the Separation Agreement and the other Transaction Agreements and the exhibits, schedules and annexes hereto and thereto constitute the entire agreement between the parties hereto with respect to their subject matter and supersede all prior agreements and understandings, both oral and written, between the parties hereto with respect to that subject matter. Except for the indemnification provisions of ARTICLE VI, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and permitted assigns.

Section 7.3 Notices. Any notice, request or other communication to be given by any party hereto will be in writing and will be delivered (i) personally, (ii) by registered or certified mail, return receipt requested, postage prepaid, (iii) by overnight courier with written confirmation of delivery, (iv) by facsimile transmission with telephonic confirmation of error-free transmission, or (v) by electronic mail. Such notice will be delivered,

If to Charter to:

Charter Communications Operating, LLC
c/o Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901
Attn: Rick Dykhouse (General Counsel)
Facsimile: (203) 564-1377
E-mail: rick.dykhouse@charter.com

with copies to:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: Thomas E. Proost (Deputy General Counsel)
Facsimile: (314) 965-6640
E-mail: tom.proost@charter.com

and:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Steven A. Cohen
DongJu Song
Facsimile: (212) 203-2000
E-mail: SACohen@wlrk.com
DSong@wlrk.com

If to GreatLand to:

Midwest Cable, Inc.
[Address]
[Address]
Attn: Leonard Baxt
Facsimile: [facsimile number]
Email: leonard_baxt@comcast.com

with a copy to:

Cooley LLP
1299 Pennsylvania Avenue, NW
Suite 700
Attn: J. Kevin Mills
Facsimile: (202) 842-7899
Email: kmills@cooley.com

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other party. Any notice will be deemed given when so delivered personally or if sent by facsimile transmission, immediately after transmission confirmed by telephone, if mailed, on the date shown on the receipt therefor, or if sent by overnight courier, on the date shown on the written confirmation, *provided, however*, that all such notices, requests and other communications will be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a business day in the place of receipt, and if not delivered by such time any such notice, request or communication will be deemed to have been received on the next succeeding business day in the place of receipt.

Section 7.4 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7.5 Governing Law. This Agreement will be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 7.6 Dispute Resolution.

(a) Except for temporary, preliminary and permanent claims for injunctive relief for breaches and threatened breaches by either party under Section 7.15 and specific enforcement claims made with respect to this arbitration provision under Section 7.6(d), each of

which may be brought in any court of competent jurisdiction, and except as expressly contemplated in Section 2.3(c) or Section 3.3(d), any claim or dispute between Charter (including any of its Affiliates) and GreatLand (including any of its Subsidiaries) that arises out of or relates to this Agreement or the Services, whether common law or statutory and including any derivative claim brought on behalf of any of them, will be referred to the respective senior officers of Charter and GreatLand designated on Schedule 3.3(d). In the event that such officers fail to mutually resolve the dispute within 30 days, either Charter or GreatLand may submit the dispute to binding arbitration under the Commercial Arbitration Rules, Procedures for Large, Complex Commercial Disputes, of the American Arbitration Association (“AAA”), as amended from time to time (the “Arbitration Rules”), under the authority of the Federal Arbitration Act, and such dispute may not be the subject of litigation in any forum. Charter and GreatLand agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of Charter, GreatLand and all parties to such arbitration or proceeding.

(b) Except as set forth in Section 7.6(a), each party, by signing this Agreement, voluntarily, knowingly and intelligently waives any rights such party may otherwise have to seek remedies in court or other forums, including the right to jury trial, and agrees that any proceedings to resolve or litigate any dispute, whether in arbitration, in court or otherwise, will be conducted solely on an individual basis, and that neither Charter nor GreatLand will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which Charter or GreatLand acts or proposes to act in a representative capacity.

(c) The arbitration will be conducted only in New York, New York, and administered by the AAA. Any dispute involving an amount in dispute of less than \$5,000,000 will be conducted before a single arbitrator, and all other disputes will be conducted before a panel of three arbitrators. The arbitrator(s) will be selected in accordance with the following procedures: Within 15 days of submission of the unresolved controversy to arbitration, each party will notify the other party of its appointee. If either party fails to notify the other party of its appointee within such 15-day period, appointment of such party’s arbitrator will be made by the American Arbitration Association upon request of such other party. The persons so appointed will choose a third person, who will serve as the single arbitrator, for disputes involving amounts in dispute of less than \$5,000,000, or as president of the tribunal for other disputes, which tribunal will be comprised of such person and each party’s appointee. If the appointees fail to agree upon the choice of a single arbitrator or the president of the tribunal, as applicable, within 15 days from the appointment of the second appointee, such single arbitrator or the president of the tribunal will be appointed by the American Arbitration Association upon the request of the appointee or either of the parties. Each arbitrator will be selected from the American Arbitration Association’s National Roster, will possess relevant expertise and will be independent of, and have no material relationship with, either party.

(d) Subject to Section 7.6(f), the arbitrator(s) will have full authority to order specific performance and award damages and other relief available under this Agreement or applicable law, but will have no authority to add to, detract from, change or amend the terms of

this Agreement or existing law. Except as contemplated by Section 7.15(b), neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration conducted under this Section 7.6 without the prior written consent of both parties. The arbitrator(s) will deliver a written ruling with findings of fact. The decision of the arbitrator(s) will be final and binding, and judgment on the award by the arbitrator(s) may be entered in any court of competent jurisdiction.

(e) In any arbitration conducted under this Section 7.6, consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, will be determined by the arbitrator(s), which determination will be conclusive. No depositions or additional discovery will be allowed without the consent of the parties to the arbitration.

(f) In connection with any arbitration proceeding, each party will submit in writing to the arbitrator(s) (with a copy simultaneously delivered to the other party) no later than 60 days after selection of the single arbitrator or the president of the tribunal, as applicable, or such later date to which the parties agree in writing, its proposed resolution of the unresolved controversy, together with an explanation supporting its proposal. If the arbitrator(s) determine that additional information is necessary, they will, by written notice to both parties, request such information from one or both parties and establish a reasonable time period (not to exceed 60 days) for the submission of such information (and each party requested to provide information will deliver such information and any associated response to the arbitrators and the other party at the same time). The arbitrator(s) will also have the right to request that the parties make oral presentations regarding the unresolved controversy, in which case each party will be afforded a full and equal opportunity to be heard.

(g) The arbitrator(s) will, based on this Agreement, the written submissions and oral presentations described in the preceding paragraph and their own independent expertise, make their determination as to the unresolved controversy. The arbitrators will make their determination as to the unresolved controversy as promptly as possible, but in no event later than 60 days after the submission of the parties' resolutions (and responses to any arbitrator requests for information) to the arbitrators, and Charter and GreatLand will cooperate and take all actions necessary to facilitate the arbitrators' resolution of the unresolved controversy within this timeframe, it being understood that, even if Charter or Comcast does not so cooperate, the arbitrator(s) will nonetheless be required to render their decision within the 60-day timeframe contemplated by this sentence.

<p>(h) This submission and agreement to arbitrate will be specifically enforceable.</p>
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(i) The arbitrator(s) will award all expenses of arbitration (including reasonable attorneys' fees and all costs of the arbitration, including the arbitrator fees) to the party prevailing on all or substantially all of its claims and defenses or as the arbitrators may determine is just and reasonable. The arbitrator(s) will have no authority to award consequential,

incidental, punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

Section 7.7 Interpretation. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule, but not otherwise defined therein, will have the meaning as defined in this Agreement. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute will be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to "law", "laws" or to a particular statute or law will be deemed also to include any Applicable Law.

Section 7.8 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will become effective when each party hereto will have received a counterpart hereof signed by the other party. Until and unless each party hereto has received a counterpart hereof signed by the other party, this Agreement will have no effect and neither party will have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Electronic or facsimile signatures will be deemed to be original signatures.

Section 7.9 Expenses. Except as specifically provided otherwise in this Agreement or any other Transaction Agreement, all costs and expenses incurred in connection with the transactions contemplated hereby will be borne by the party hereto incurring such expenses.

Section 7.10 Set-Off and Recoupment. During the Term, each of Charter and GreatLand (the "Obligor") will have the right to recoup against and deduct from any payment obligations due to the other party any amounts owed to the Obligor under this Agreement, and offset against and deduct from any other payment obligations due the other party, in each case including any amounts owed for services or in settlement of any claims or damages. Such amounts will be deducted and thereby reduce the amount payable by the Obligor to such other party.

Section 7.11 Binding Effect. The provisions of this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party. If any party hereto or any of its successors or permitted assigns (i) will consolidate with or merge into any other Person and will not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) will transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions will be made so that the successors and assigns of such party will assume all of the obligations of such party under this Agreement and the other Transaction Agreements.

Section 7.12 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party hereto.

(b) No failure or delay by either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 7.13 Force Majeure. No party will be liable to another party with respect to any nonperformance or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to any action or claims by any third party, labor dispute, labor strike, weather conditions or any cause beyond a party's reasonable control. Each party agrees that it will use all commercially reasonable efforts to continue to perform its obligations under this Agreement, to resume performance of its obligations under this Agreement, and to minimize any delay in performance of its obligations under this Agreement notwithstanding the occurrence of any such event beyond such party's reasonable control.

Section 7.14 Further Actions. The parties will execute and deliver all documents, provide all information, and take or forbear from all actions that may be necessary or appropriate to achieve the purposes of this Agreement.

Section 7.15 Confidentiality and Privacy.

(a) Except with the prior consent of the disclosing party, each party will:

(i) limit access to the Confidential Information of the other party disclosed to such party hereunder to its employees, agents, representatives, and consultants on a need-to-know basis;

(ii) advise its employees, agents, representatives, and consultants having access to such Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement; and

(iii) safeguard such Confidential Information by using a reasonable degree of care to prevent disclosure of the Confidential Information to third parties, but not less than that degree of care used by that party in safeguarding its own similar information or material.

(b) A party's obligations respecting confidentiality under Section 7.15(a) will not apply to any of the Confidential Information of the other party that a party can demonstrate: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without being subject to any obligation of confidentiality; (iv) was received after disclosure to it from a third party who, to its knowledge, had a lawful right to disclose such information to it; (v) was independently developed by the receiving party without reference to the Confidential Information; (vi) was required to be disclosed to any regulatory body having jurisdiction over a party or any of their respective clients; or (vii) was required to be disclosed by reason of legal, accounting, or regulatory requirements beyond the reasonable control of the receiving party. In the case of any disclosure pursuant to clauses (vi) or (vii) of this Section 7.15(b), to the extent practical, the receiving party will give prior notice to the disclosing party of the required disclosure and will use commercially reasonable efforts to obtain a protective order covering such disclosure.

(c) Notwithstanding the foregoing, each party will maintain all of the other party's Cable Subscriber Information, CPNI and PII (collectively "Subscriber Information") as confidential and will not use such Subscriber Information for any purpose other than the completion of the Provided Services. Any collection, maintenance, or use of by a party of the other party's Subscriber Information will be undertaken (i) subject to the then current documented subscriber information collection business practices and written customer privacy policies of the receiving party (which practices and policies may be amended in the receiving party's sole discretion from time to time); (ii) in all cases, in compliance with all applicable local, state and federal laws, rules and regulations governing Charter's collection, maintenance, transmission, dissemination, use and destruction of its own similar information, including (a) the provisions of 47 U.S.C. § 551, *et seq.*, (b) any state and federal security breach notification laws, (c) any state and federal law requiring the protection of personally identifiable information, and (d) the rules, regulations and directives of the FCC and the Federal Trade Commission, as amended from time to time; and (iii) in compliance with the Payment Card Industry Association Security Standards, to the extent the recipient has access to any customer's payment card information. Each party will retain the other party's Subscriber Information only for so long as is reasonably necessary to complete the purposes for which the Subscriber Information has been disclosed, unless otherwise specified by a mutual written agreement of the parties. Thereafter, the recipient will, at the other party's election, permanently destroy or return such information with a certification signed by an officer of the recipient that all such Subscriber Information has been destroyed or returned.

(d) Each party will (i) maintain a policy concerning use of the other party's CPNI that is in compliance with the FCC's rules governing use and protection of CPNI; (ii) report any breaches or disclosures (including disclosures compelled by court order or other legal process to the extent permitted by law) of the other party's CPNI within two business days of discovering such breach or disclosure; and (iii) provide upon request information necessary

for the other party to prepare any reports on CPNI-related matters required under the FCC's rules or responses to complaints or FCC inquiries on CPNI-related matters.

(e) The provisions of this Section 7.15 will survive the expiration or termination of this Agreement.

Section 7.16 Specific Performance. Each party hereto acknowledges and agrees that damages for a breach or threatened breach of any of the provisions of this Agreement may be inadequate and irreparable harm would occur. In recognition of this fact, each party hereto agrees that, if there is a breach or threatened breach by such party, in addition to any damages, the other nonbreaching party, without posting any bond, will be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, attachment, or any other equitable remedy which may then be available to obligate the breaching party (i) to perform its obligations under this Agreement or (ii) if the breaching party is unable, for whatever reason, to perform those obligations, to take any other actions as are necessary, advisable or appropriate to give the other party to this Agreement the economic effect which comes as close as possible to the performance of those obligations (including, but not limited to, transferring, or granting liens on, the assets of the breaching party to secure the performance by the breaching party of those obligations).

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has signed this Agreement, or has caused this Agreement to be signed by its duly authorized officer, as of the date first above written.

CHARTER:

**CHARTER COMMUNICATIONS
OPERATING, LLC**

By: Charter Communications, Inc., its manager

By: _____
Name:
Title:

GREATLAND:

MIDWEST CABLE, INC.

By: _____
Name:
Title:

Schedule 1.2(a)

Services

Part I

1. Corporate Services.

- Procurement, in accordance with Section 1.2(f)
- Programming management services, in accordance with Section 1.2(g)
- Product development and strategy

2. Network Operations.

- NOC management
- Support internet connectivity
- Fiber connectivity, collocation, and other business services
- Telecommunications services, including those that previously depended on Comcast in a shared service model including: network connectivity for all services including voice, video and data, Video On Demand, CPE software and provisioning management, network security and interface with law enforcement, authentication of services and network monitoring and outage detection
- Standards and requirements for network facilities/hardware and software
- Activity scheduling

3. Engineering and IT.

- Operational support for voice and data products
- Operational support for video products, including authentication, hosted services and cable guide
- Operational support for home security
- Operational support for internal infrastructure and backoffice transition
- Software development
- Data center resources
- Architectural design standards
- Product technical roadmaps and standards
- CPE technical roadmaps and standards
- Software for backoffice functions including managing customer transactions and provisioning of services
- Management information services for accounting, billing, activity analysis, labor management, budgeting and financial analysis
- Management of data centers

4. Voice Operations.
 - Order fulfillment and provisioning
 - Local number management and portability
 - Support regulatory compliance
5. Field Operations.
 - Dispatch
 - Fleet management
 - Technician activity and productivity reporting
 - Provisioning
 - Plant database software systems
 - Predictive network failure software and maintenance prioritization
 - Warehouse standards and CPE handling standards
 - Tools, requirements and standards for technician communications
 - Plant design and construction standards
6. Customer Service.
 - Order entry and provisioning
 - Call center services for call answering, monitoring and dispositioning related to inbound sales, billing, repair, and retention for all products and services sold by GreatLand, including video, voice and data
 - Online chat for sales, service and billing
 - Online customer care portals for self-help and service
 - Customer identity management
 - Knowledge management system
 - Work order processing
 - Personnel dispatching
7. Billing and Collections.
 - Customer billing and billing system management
 - Collection of customer receivables and cash management
 - Customer disconnect support
8. Product.
 - Customer facing product development definitions/standards/software and planning for all business and consumer products
 - Change planning and project management services
 - Website hosting and content management
 - Video content management
 - Web portal ordering and e-commerce

- Webmail hosting and transition
 - Mobile and advanced application hosting and content management
 - Home security monitoring
 - Cellular phone service
9. Marketing.
- Marketing services and database support to enable mass, direct and online marketing activities
 - Analysis of sales channel(s) performance
 - Development and all customer and non-customer facing messaging
10. Sales.
- Residential sales, including program design and management tools for door-to-door sales representatives
 - Commercial sales
 - Contact management and sales channel reporting
 - Advertising sales
11. Business Intelligence.
- Customer-level data, including customer counts, work orders and revenue
 - Audience measurement
 - Data management
12. Intellectual Property Licensing.
- Licensing of trademarks and IP

As requested by GreatLand, GreatLand may leverage administrative services from Providers, including leveraging the associated platforms and practices, in areas including but not limited to accounts payable, general ledger, database systems, and payroll administration. Such services may include planning tools, formats and processes including models, as well as reporting templates and analytics for Services.

Schedule 1.2(a)

Services

Part II

Provider personnel will provide supervisory/management services on a local/regional basis in day-to-day operations for the GreatLand Systems in Alabama, Georgia, Illinois, Kentucky, Michigan (Flint/Saginaw, Lansing and Grand Rapids only), Ohio, Tennessee, Virginia and Wisconsin (such services, "Management Services" and such GreatLand Systems, the "Managed Systems").

Management Services will consist of the relevant Provider personnel exercising day-to-day oversight and management of the GreatLand personnel in the Managed Systems pursuant to the budget and business plans, and consistent with the operational targets, established by GreatLand for the relevant Managed Systems and otherwise at GreatLand's direction. Management Services will be provided under the overall authority and supervision of GreatLand as provided in this Agreement, including with respect to the hiring, retention and compensation of any GreatLand employees. Subject to the two preceding sentences, the level of authority exercised by Provider personnel performing Management Services will be consistent with the level of authority exercised by GreatLand employees in equivalent supervisory roles (*i.e.*, supervision on a local/regional basis in day-to-day operations) for the GreatLand Systems that are not Managed Systems.

Notwithstanding anything to the contrary in this Agreement, at any time during the Term, GreatLand may elect to discontinue obtaining Management Services from Providers with respect to the Managed Systems upon written notice to Charter if (x) GreatLand determines, in good faith, that the Management Services are not satisfactorily implementing the budget and business plans, and meeting the operational targets, established by GreatLand for the Managed Systems and (y) GreatLand has given Charter 60 days' prior notice of GreatLand's intention to discontinue Management Services from Providers with respect to the Managed Systems. During the 60-day period after GreatLand gives notice to Charter of GreatLand's intention to discontinue Management Services from Providers with respect to the Managed Systems, the respective senior officers of Charter designated on Schedule 3.3(d) will provide a plan to GreatLand to resolve any underlying issues that have resulted in GreatLand determining to discontinue the Management Services and officers of GreatLand designated on Schedule 3.3(d) will in good faith consider such plan, and if such plan is reasonably agreed by the parties, the termination of the Management Services with respect to the Managed Systems will not occur. If such plan is not carried out to the reasonable satisfaction of GreatLand, GreatLand may elect to discontinue the Management Services upon 45 days' prior written notice to Charter. Management Services will not be taken into account in determining whether Charter or any of its Affiliates is in material breach or material default of its covenants and agreements under this Agreement for purposes of Section 3.3(a)(i).

Allocated Expenses and Out-of-Pocket Costs with respect to the Management Services will be borne by GreatLand in accordance with Article II. No discontinuation of any Management Services will be deemed to reduce or result in an abatement of any portion of the Services Fee.

Schedule 1.2(a)

Services

Part III

For the GreatLand Systems located in Indiana, (a) Providers will provide call center functions; programming; national procurement; national billing and provisioning (and related IT); national product design and engineering; and national network operations (including the NOC and the network facilities feeding to the local area network) and, (b) upon GreatLand's request, Providers may provide additional services for the GreatLand Systems in Indiana in a manner that is consistent with the Intended Tax Treatment (as such term is defined in the Tax Matters Agreement).

Schedule 3.3(d)

Escalation Persons

GreatLand and its Affiliates – GreatLand Chief Executive Officer, Chief Operating Officer, Chief Administrative Officer

Charter and its Affiliates – Charter Executive Vice Presidents, Allan Singer, Jim Heneghan, Abby Pfeiffer

Exhibit A
Trademark License