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• **COUNTY MANAGER**  
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P. O. Box 1809, Pittsboro, NC 27312-1809 • Phone: (919) 542-8200 • Fax: (919) 542-8272

**A RESOLUTION GRANTING CONSENT TO THE CHANGE IN  
CONTROL OF OWNERSHIP OF THE CABLE FRANCHISE FOR THE  
COUNTY OF CHATHAM FROM TIME WARNER TO TIME WARNER CABLE**

**WHEREAS**, the County of Chatham (“County”) is a county organized pursuant to the General Statutes of the State of North Carolina; and

**WHEREAS**, a subsidiary of Time Warner, Inc. (“Franchisee”), owns and operates a cable system (“System”) in the County and is providing cable television service in the County pursuant to a franchise granted by the County (“Franchise”); and

**WHEREAS**, Time Warner, Inc. (“TW”), Time Warner Cable, Inc. (“TWC”), and various cable subsidiaries of TW and TWC entered into a separation agreement on May 20, 2008 (“Separation Agreement”); and

**WHEREAS**, the Separation Agreement authorizes TW to spin off TWC and various cable subsidiaries (including the Franchisee); and

**WHEREAS**, following completion of TW’s spin-off of TWC, TWC will go from being 84.04% owned by TW to being 100% owned by public shareholders; and

**WHEREAS**, following completion of the spin-off, the Franchisee’s ultimate parent company will change from TW to TWC, resulting in a change in control of ownership of the Franchise and requiring the County’s prior consent under section 15 of the Franchise; and

**WHEREAS**, the County has assessed the qualifications of the proposed transferee, assessed compliance with the Franchise, and discussed compliance issues with TWC representatives; and

**WHEREAS**, the County has concluded that, subject to the conditions set forth below, it is in the County's interest to approve the change in control of the ownership of the Franchise and the resulting transfer from TW to TWC.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CHATHAM, NORTH CAROLINA, THAT:**

Section 1. The County of Chatham ("Chatham") hereby consents to the transfer ("Transfer") by means of a change in control of ownership of the franchise for the County ("Franchise") that is held in the name of Time Warner Entertainment Advanced/Newhouse Partnership, G.P., and of the associated cable system in the County ("System") from Time Warner, Inc. ("TW"), to Time Warner Cable, Inc. ("TWC"), subject to the following conditions:

- (a) Within thirty (30) calendar days of the effective date of this Resolution (and upon reasonable notice to the County), TWC shall provide to the County Manager or his designee the opportunity to review strand maps of the unincorporated County that show all cable line routes, excluding drops, owned or controlled by TWC and its affiliates and subsidiaries in the unincorporated County that are active and in service and all locations in the unincorporated County that are passed by such lines with sufficient detail to provide the street names. During such review, the County shall be permitted, and shall be provided the time necessary, to manually, or through any other means subject to mutual agreement, transcribe all the information contained in such maps onto the County's own maps.
- (b) Not later than June 30, 2009, TWC shall, at its own expense and without charge to the County and without charge to the subscribers (other than the standard installation fees and monthly service fees that TWC charges to subscribers whose residences or places of businesses are already passed by the System), install, activate, and place in service a line extension that makes TWC's cable and other service offerings available to all residents of Vickers Road (starting at the intersection of US 15 501 south and Vickers Road and running to the end of Vickers Road).
- (c) Not later than March 31, 2009, TWC shall, at its own expense and without charge to the County, install and activate: (i) a fiber optic connection running between the County's origination point at 964 East Street in Pittsboro, North Carolina, and the System that is capable of transmitting all signals for the County's channel to the System's headend

without a loss or degradation in signal quality; (ii) signal transportation equipment at the County's origination point that is capable of transmitting all signals for the County's channel to the System's headend without a loss or degradation in signal quality; and (iii) equipment in the System's headend that is capable of automatically and instantaneously retransmitting all signals for the County's channel to all service locations in the County.

- (d) TWC shall, at its own expense and without charge to the County, maintain and promptly repair the fiber optic connections and the equipment provided pursuant to paragraph (c).
- (e) Not later than March 31, 2009, TWC shall, at its own expense and without charge to the County, carry the County's channel on the System without causing a loss or degradation in signal quality and without removing, blocking, or not retransmitting any signals for the County's channel and shall deliver the County's channel to all service locations in the County.
- (f) TWC shall carry the County's channel on the basic service tier for the life of the Franchise.
- (g) TWC shall collect a PEG capital charge of twenty-one cents (\$0.21) per subscriber (effective as of November 3, 2008, and as authorized by section 13 of the Franchise) and shall remit the proceeds to the County on a quarterly basis as provided in section 13 of the Franchise.

Section 2. The County's consent to the transfer shall be automatically rescinded as of the effective date of this Resolution without further action by County and shall be null and void if: (a) the spin-off is not implemented and the change in control of ownership of the Franchise does not take place; (b) the County Manager certifies that TWC has not satisfied any of the conditions specified in section 1; or (c) TWC fails to execute the acceptance agreement as specified in section 3.

Section 3. TWC shall provide the County with an executed acceptance of this Resolution (in the form attached to this Resolution) and incorporated by reference into this Resolution no later than ten (10) calendar days following the effective date of this Resolution.

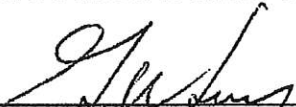
Section 4. TWC shall notify the County within ten (10) days from the date of closing of the spin-off transaction between TW and TWC that the transaction has been completed.


Section 5. The County releases TW, effective as of the date of the Closing, from all obligations and liabilities under the Franchise that accrue on or after such date.

Section 6. This Resolution shall be effective upon the date of its adoption by the County unless otherwise rescinded.

Passed, adopted, and approved this 15th day of December, 2008.

**CHATHAM COUNTY BOARD OF COMMISSIONERS**

By:   
George Lucier, Chair of the Board of Commissioners

Attest:  
By:   
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

Service via facsimile (202-745-0916) and certified mail to: Mr. Arthur Harding, Esq., Fleischman and Harding, LLP, 1255 23<sup>rd</sup> Street, N.W. - eighth floor, Washington, DC 20037.

Service via certified mail to: Mr. Gary Matz, Esq., Time Warner Cable, 290 Harbor Drive, Stamford, CT 06902-7441.

Service via certified mail to: Mr. Brad Phillips, Time Warner Cable, 101 Innovation Av. Morrisville, NC 27560 and fax to: 919- 919-573-7049.

Copy via first-class mail to: Mr. Robert F. Sepe, Action Audits, LLC., 101 Pocono Lane, Cary, NC 27513.

Copy via first-class mail to: Ms. Cynthia M. Pols, Esq., 1862 Mintwood Place, NW, # 304, Washington, DC 20009.

ACCEPTANCE AGREEMENT

TIME WARNER CABLE, INC. hereby accepts the resolution adopted by the County of Chatham, North Carolina, on December 15, 2008, and entitled the Resolution Granting Consent to the Change in Control of Ownership of the Cable Franchise for the County of Chatham from Time Warner to Time Warner Cable ("Resolution"). TIME WARNER CABLE, INC. further acknowledges that the terms and conditions of this Resolution are consistent with the franchise between the County of Chatham and its subsidiary, Time Warner Entertainment Advanced/Newhouse Partnership, G.P., and agrees that TIME WARNER CABLE, INC., and its subsidiaries and affiliates are bound by the terms and conditions of this Resolution.

The undersigned is duly authorized to execute this Acceptance Agreement on behalf of TIME WARNER CABLE, INC., and its subsidiaries and affiliates.

Dated this the 24<sup>th</sup> day of December of 2008.

TIME WARNER CABLE, INC.

By: Jack W. Stanley  
Signature  
Jack W. Stanley  
Name (printed)  
Regional Vice President  
Title

STATE OF Georgia  
COUNTY OF Dodge ) ss.

The foregoing instrument was subscribed and sworn to before me this 24<sup>th</sup> day of December 2008, by Jack W. Stanley, the Regional Vice President of Time Warner Cable, Inc.

NOTORIAL SEAL

Carla Marie Alligood  
Notary Public

