

RESTRUCTURING AGREEMENT

THIS RESTRUCTURING AGREEMENT, dated as of March 12, 2012 (this “**Agreement**”), is entered into by and among Time Warner Cable Inc., a Delaware corporation (“**TWCI**”), and each of the direct and indirect subsidiaries and affiliates of TWCI listed as an “**Affiliate**” on the signature page hereof, including each Regional Operating Entity (as defined below) (each an “**Affiliate**”).

STATEMENT OF PURPOSE

WHEREAS, the present corporate structure of TWCI and the Affiliates (other than the newly formed Regional Operating Entities) is represented in the chart attached hereto as Exhibit 1;

WHEREAS, in order among other things to streamline their organization and to align management and legal entity reporting, TWCI and each of the Affiliates desire to take such actions and to execute such documents in order to reorganize their corporate structure to be as represented in the chart attached hereto as Exhibit 2 (the “**Post-Transaction Structure**”);

WHEREAS, in order to effectuate the Post-Transaction Structure, TWCI and each of the Affiliates, as applicable, desires to transfer to the appropriate Regional Operating Entity such Affiliate’s cable operations and related assets serving or related to the area to be served by such Regional Operating Entity, including the Franchises (as defined below) for the communities located in such service area and the Contracts, Leases and Licenses (as defined below) relating to such cable operations, in each case as further described in this Agreement; and

WHEREAS, the parties desire to set forth the actions required to effectuate the Post-Transaction Structure.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1. Certain Defined Terms. The following terms have the meanings specified below or are defined in the Sections referred to below.

“**Affiliate**” is defined in the opening paragraph.

“**Agreement**” is defined in the opening paragraph.

“**Ancillary Agreements**” means the agreements, instruments and documents and related transfer documentation in a form reasonably acceptable to the relevant parties thereto, necessary or desirable to effectuate the Post-Transaction Structure as contemplated in this Agreement or otherwise required to be executed and delivered pursuant to this Agreement.

“**Closing**” is defined in Section 3.1.

“Closing Date” is defined in Section 3.1.

“Contract” means any legally binding agreement, contract, lease, license (other than the Licenses), purchase and sales order, undertaking, binding commitment or instrument to which an Affiliate is a party relating primarily to the cable operations of such Affiliate, whether written or oral, including any amendments, supplements and other modifications thereto, but excluding all Franchises.

“CVC” means Century Venture Corporation, a Delaware corporation.

“Digital Phone” means TWC Digital Phone LLC, a Delaware limited liability company.

“Delayed Transfer Asset” is defined in Section 3.3.

“Erie Telecom” means Erie Telecommunications, Inc., a Pennsylvania corporation.

“FCC” means the Federal Communications Commission.

“Franchise” means each franchise agreement and similar governing agreements, instruments and resolutions and franchise-related statutes, ordinances and acknowledgements of a Governmental Entity authorizing cable operations or the provision of cable services.

“Governmental Entity” means any United States federal, state or local governmental, regulatory or administrative authority, agency, division, instrumentality or commission or any judicial or arbitral body.

“Lease” means any Contract (including any assignments, amendments or supplements thereto) for the lease of any real property by an Affiliate in connection with its cable operations.

“License” means any license, permit, order or other authorization (other than a Franchise) issued by any Governmental Entity, including the FCC, relating primarily to an Affiliate’s cable operations, including FCC licenses for common carrier microwave service, cable television relay service, private operational fixed service, business radio, and satellite uplink, and FCC authorizations for television receive only earth stations and communications towers, together with any amendments, supplements and other modifications thereto.

“Regional Operating Entity” means each of the Affiliates listed as a “Regional Operating Entity” on the signature page of this Agreement.

“Required Consent” means any authorization, approval or consent of any Governmental Entity or other person under any License, Franchise, Contract, Lease or other instrument that by law or by its terms requires a third party’s consent as a condition for the transfer or assignment of such License, Franchise, Contract, Lease or other instrument in connection with the consummation of the Transactions.

“Retained Assets” means, collectively, with respect to each Affiliate that may contribute Transferred Cable Assets pursuant to this Agreement, (i) any Delayed Transfer Asset held by such Affiliate, (ii) with respect only to TWCE and TWEAN, the land, buildings and other

improvements described under the names of TWCE and TWEAN, respectively, on Schedule A (Retained Real Property) attached hereto, (iii) with respect only to TWNYC, the TWNYC Retained Operations, (iv) with respect only to TWCE, the FCC Licenses for the common carrier microwave services in the States of Minnesota and Washington that are presently held by TWC LLC, and (v) any other assets that the parties agree should be retained by the appropriate party and not transferred in connection with the Transactions.

“**Road Runner**” means Road Runner HoldCo LLC, a Delaware limited liability company.

“**Transactions**” means, collectively, the transactions contemplated in Article 2 of this Agreement.

“**Transferred Cable Assets**” means, collectively, with respect to each Affiliate that conducts cable operations, all of the assets owned or held by such Affiliate that relate primarily to the cable operations conducted by such Affiliate (doing business as Time Warner Cable, or as Oceanic Time Warner Cable in the case of TWE’s cable operations in the State of Hawaii), including the Franchises, Licenses, Contracts and Leases held in the name of such Affiliate that relate to such cable operations, but excluding any Retained Assets of such Affiliate.

“**TWCE**” means Time Warner Cable Enterprises LLC, a Delaware limited liability company.

“**TWCI**” is defined in the opening paragraph.

“**TWC Holdings**” means Time Warner Cable Holdings Inc., a Delaware corporation.

“**TWC of SE WI**” means Time Warner Cable of Southeastern Wisconsin, L.P., a Delaware limited partnership.

“**TWC LLC**” means Time Warner Cable LLC, a Delaware limited liability company.

“**TWC San Antonio**” means Time Warner Cable San Antonio, L.P., a Delaware limited partnership.

“**TWE**” means Time Warner Entertainment Company, L.P., a Delaware limited partnership.

“**TWEAN**” means Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership.

“**TWE GP Holdings**” means TWE GP Holdings LLC, a Delaware limited liability company.

“**TWNYC**” means Time Warner NY Cable LLC, a Delaware limited liability company.

“**TWNYC Retained Operations**” means all of the rights, title and interests of TWNYC in and to the assets relating primarily to the cable operations conducted by TWNYC (doing

business as Time Warner Cable) in (i) the greater Buffalo, New York area and other communities in the State of New York served by TWNYC's Buffalo Technical Center, and (ii) the State of Texas (i.e., communities served by TWNYC's Dallas Technical Center), including in each case the Franchises, Licenses, Contracts and Leases held in the name of TWNYC that relate to such cable operations.

Section 1.2. Other Terms. Other terms may be defined elsewhere in this Agreement, and unless otherwise indicated, shall have such meaning throughout this Agreement.

ARTICLE 2. **THE RESTRUCTURING TRANSACTIONS**

TWCI and each Affiliate agree to take, and to cause its respective subsidiaries and affiliates to take, all appropriate action to do all things necessary, proper or advisable under applicable law or otherwise to consummate and to make effective the Transactions as promptly as practicable, including finalizing, executing and delivering at Closing each of the Ancillary Documents necessary or desirable to effectuate each of the Transactions, in each case as further described below.

Section 2.1. Transfers by TWC LLC to TWCI. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements, on the Closing Date (and prior to the consummation of any of the Transactions contemplated in Section 2.2 through Section 2.13) TWC LLC shall transfer, convey and assign to TWCI, and TWCI shall accept, assume and hold, pursuant to transfer documentation in form acceptable to each such party, the following assets presently owned by TWC LLC and all obligations and liabilities relating to such assets:

(a) **Stock of TW NY Cable Holding.** All of the capital stock of TW NY Cable Holding Inc., a Delaware corporation, presently held by TWC LLC, which constitutes 100 percent of the issued and outstanding capital stock of such corporation, as evidenced by TW NY Cable Holding Inc. Common Stock Certificate number CA1;

(b) **GP and LP Interests in TWE.** All of the ownership interests in TWE presently held by TWC LLC, which consist of a 42.51 percent general partner interest in TWE and a 2.19 percent limited partner interest in TWE; and

(c) **Other Ownership Interests.** Such other ownership interests and equity investments in third parties held by TWC LLC that TWCI and TWC LLC hereinafter may agree should be transferred to TWCI instead of having TWCE succeed to such assets as a result of the merger of TWC LLC into TWCE contemplated in Section 2.6.

Section 2.2. Transfers by TWCI to TWCE. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements and in consideration of an adjusted 36.64 percent ownership interest in TWCE, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1, concurrent with the consummation of the Transaction contemplated in Section 2.3 and before the consummation of any of the Transactions contemplated in Section 2.4 through Section 2.13) TWCI shall transfer, convey and assign to TWCE, and TWCE shall accept, assume and hold, pursuant to transfer

documentation in form acceptable to each such party, the following assets presently owned or held by TWCI and all obligations and liabilities relating to such assets:

(a) **GP and LP Interests in TWE.** All of the ownership interests in TWE that TWCI will receive upon consummation of the Transaction contemplated in Section 2.1(b), which will consist of a 42.51 general partner interest in TWE and a 2.19 limited partner interest in TWE;

(b) **LLC Interest in TWC LLC.** All of the ownership interest in TWC LLC presently held by TWCI, which consists of the sole membership interest in TWC LLC; and

(c) **Other TWCI Assets.** Such other ownership interests and assets presently owned or held by TWCI that TWCI and TWCE hereinafter may agree should be transferred by TWCI to TWCE on the Closing Date.

Section 2.3. Transfers by TWNYC to TWCE. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements and in exchange for a 63.36 percent ownership interest in TWCE and a \$1.928 billion preferred interest in TWCE, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1, concurrent with the consummation of the Transaction contemplated in Section 2.2 and before the consummation of any of the Transactions contemplated in Section 2.4 through Section 2.13) TWNYC shall transfer, convey and assign to TWCE, and TWCE shall accept, assume and hold, pursuant to transfer documentation in form acceptable to each such party, the following assets presently owned by TWNYC and all obligations and liabilities relating to such assets:

(a) **LP and Preferred Interests in TWE.** All of the ownership interest in TWE presently held by TWNYC, which consist of a 3.75 percent limited partner interest in TWE and a \$1.928 billion preferred interest in TWE;

(b) **LLC Interest in TWE GP Holdings.** All of the ownership interest in TWE GP Holdings presently held by TWNYC, which consists of the sole membership interest in TWE GP Holdings, the Affiliate that presently owns and holds a 51.55 percent general partner interest in TWE;

(c) **Stock of TWC Holdings.** All of the capital stock of TWC Holdings, which constitutes 100 percent of the issued and outstanding capital stock of TWC Holdings, as evidenced by TWC Holdings Common Stock Certificate number 2;

(d) **Stock of CVC.** All of the capital stock of CVC presently held by TWNYC, which constitutes 100 percent of the issued and outstanding capital stock of CVC, as evidenced by CVC Common Stock Certificate number 4;

(e) **GP Interest in TWC San Antonio.** All of the ownership interest in TWC San Antonio presently held by TWNYC, which consists of a 0.5 percent general partner interest in TWC San Antonio;

(f) **GP Interest in TWEAN.** All of the ownership interest in TWEAN presently held by TWNYC, which consists of a general partner interest in TWEAN to which is attributed a 2.88 percent economic interest in certain TWEAN assets and operations;

(g) **LLC Interest in Road Runner.** All of the ownership interest in Road Runner presently held by TWNYC, which consists of a 32 percent membership interest in Road Runner;

(h) **LLC Interest in Digital Phone.** All of the ownership interest in Digital Phone presently held by TWNYC, which consists of a 12.3 percent membership interest in Digital Phone; and

(i) **Certain TWNYC Cable Operations.** All of the rights, title and interests of TWNYC in and to the Transferred Cable Assets relating to all of the cable operations conducted by TWNYC (doing business as Time Warner Cable), including the Franchises, Licenses, Contracts and Leases held in the name of TWNYC that relate to such transferred cable operations, but expressly excluding any Retained Assets then owned or held by TWNYC, it being acknowledged and agreed that such Transferred Cable Assets do not and shall not include any assets relating to the TWNYC Retained Operations.

Section 2.4. Merger of TWE into TWCE. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.3, simultaneous with consummation of the Transaction contemplated in Section 2.5 and before consummation of any of the Transactions contemplated in Section 2.6 through Section 2.13) TWE and TWCE shall effectuate the merger of TWE into TWCE with TWCE continuing as the surviving entity and TWE ceasing to exist. Such parties agree to enter into an Agreement and Plan of Merger and to execute such resolutions and a Certificate of Merger, in form acceptable to each such party, as may be necessary or desirable under applicable Delaware law and to take such further actions as may be necessary or desirable to effectuate such merger. Upon consummation of such merger, TWCE will own and hold all of the assets owned or held by TWE immediately prior to such merger, including:

(a) a 99 percent limited partner interest in TWC of SE WI;

(b) a 26.6 percent membership interest in Digital Phone;

(c) all of the assets relating to the cable operations conducted by TWE (doing business as Time Warner Cable or as Oceanic Time Warner Cable in the State of Hawaii), including the Franchises, Licenses, Contracts and Leases held in the name of TWE that relate to such cable operations and all of the capital stock of Erie Telecom presently held by TWE, which constitutes a 54.19 percent ownership interest in such corporation;

(d) a general partner interest in TWEAN to which is attributed a 97.12 percent economic interest in certain TWEAN assets and operations, which when combined with the 2.88 percent general partner interest in TWEAN that TWNYC will transfer to TWCE upon consummation of the Transaction contemplated in Section 2.3(f) will result in TWCE holding a

general partner interest in TWEAN to which is attributed a 100 percent economic interest in certain TWEAN assets and operations;

(e) a 35 percent membership interest in Road Runner, which when combined with the 32 percent membership interest in Road Runner that TWNYC will transfer to TWCE upon consummation of the Transaction contemplated in Section 2.3(g) will result in TWCE holding a 67 percent membership interest in Road Runner, with TWEAN holding the remaining 33 percent membership interest in Road Runner pending consummation of the Transaction contemplated in Section 2.8(a); and

(f) the sole membership interest in each of the Regional Operating Entities.

Section 2.5. Merger of TWE GP Holdings into TWCE. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.3, simultaneous with the consummation of the Transaction contemplated in Section 2.4 and before the consummation of any of the Transactions contemplated in Section 2.6 through Section 2.13) TWCE and TWE GP Holdings shall effectuate the merger of TWE GP Holdings into TWCE with TWCE continuing as the surviving entity and TWE GP Holdings ceasing to exist. Such parties agree to enter into an Agreement and Plan of Merger and to execute such resolutions and a Certificate of Merger, in form acceptable to each such party, as may be necessary or desirable under applicable Delaware law and to take such further actions as may be necessary or desirable to effectuate such merger. Upon consummation of such merger, TWCE will own and hold 100 percent of all outstanding limited partner and general partner interests in TWE such that TWE will be a wholly owned subsidiary of TWCE at the effective time of the merger of TWE into TWCE contemplated in Section 2.4.

Section 2.6. Merger of TWC LLC into TWCE. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.5 but before consummation of any of the Transactions contemplated in Section 2.7 through Section 2.13) TWCE and TWC LLC shall effectuate the merger of TWC LLC into TWCE with TWCE continuing as the surviving entity and TWC LLC ceasing to exist. Such parties agree to enter into an Agreement and Plan of Merger and to execute such resolutions and a Certificate of Merger, in form acceptable to each such party, as may be necessary or desirable under applicable Delaware law and to take such further actions as may be necessary or desirable to effectuate such merger. Upon consummation of such merger, TWCE will own and hold all of the assets owned or held by TWC LLC immediately prior to such merger, including:

(a) a 99 percent limited partner interest and a 0.5 percent general partner interest in TWC San Antonio, which when combined with the 0.5 percent general partner interest in TWC San Antonio that TWNYC will transfer to TWCE upon consummation of the Transaction contemplated in Section 2.3(e) will result in TWCE owning and holding 100 percent of the limited and general partner interests in TWC San Antonio;

(b) a 7.9 percent membership interest in Digital Phone, which when combined with the 12.3 percent membership interest in Digital Phone that TWNYC will transfer to TWCE

upon consummation of the Transaction contemplated in Section 2.3(h) and the 26.6 percent membership interest in Digital Phone that TWCE will receive upon consummation of the merger of TWE into TWCE contemplated in Section 2.4 will result in TWCE holding a 46.8 percent membership interest in Digital Phone, with TWEAN holding the remaining 53.2 percent membership interest in Digital Phone pending the consummation of the Transaction contemplated in Section 2.8(a);

(c) all of the assets relating to the cable operations conducted by TWC LLC (doing business as Time Warner Cable), including the Franchises, Licenses, Contracts and Leases held in the name of TWC LLC that relate to such cable operations; and

(d) the FCC Licenses held in the name of TWC LLC, including the Licenses for common carrier microwave service in the States of Minnesota and Washington.

Section 2.7. Merger of TWC San Antonio into TWCE. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.6 but before the consummation of any of the Transactions contemplated in Section 2.8 through Section 2.13) TWCE and TWC San Antonio shall effectuate the merger of TWC San Antonio into TWCE with TWCE continuing as the surviving entity and TWC San Antonio ceasing to exist. Such parties agree to enter into an Agreement and Plan of Merger and to execute such resolutions and a Certificate of Merger, in form acceptable to each such party, as may be necessary or desirable under applicable Delaware law and to take such further actions as may be necessary or desirable to effectuate such merger. Upon consummation of such merger, TWCE will own and hold all of the assets owned or held by TWC San Antonio immediately prior to such merger, including all of the assets relating to the cable operations conducted by TWC San Antonio (doing business as Time Warner Cable), including the Franchises, Licenses, Contracts and Leases held in the name of TWC San Antonio that relate to such cable operations.

Section 2.8. Transactions Affecting Road Runner and Digital Phone.

(a) **TWEAN Transfers to TWCE.** On the terms and subject to the conditions of this Agreement, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.7 but before the consummation of the Transactions contemplated in Section 2.8(b) through Section 2.13) TWEAN shall transfer, convey and assign to TWCE, and TWCE shall accept, assume and hold, pursuant to transfer documentation in form acceptable to each such party, all of TWEAN's ownership interests in (i) Road Runner, consisting of a 33 percent membership interest in Road Runner, and (ii) Digital Phone, consisting of a 53.2 percent membership interest in Digital Phone, and in each case all obligations and liabilities relating to such ownership interests. As a result of such transfers, TWCE will be the sole member of each of Road Runner and Digital Phone.

(b) **TWCE Contribution of Digital Phone to Road Runner.** On the terms and subject to the conditions of this Agreement, on the Closing Date (and after the consummation of the Transaction contemplated in Section 2.1 through Section 2.8(a) but before the consummation of the Transactions contemplated in Section 2.9 through Section 2.13) TWCE shall transfer, convey and assign to Road Runner, and Road Runner shall accept, assume and

hold, pursuant to transfer documentation in form acceptable to each such party, all of TWCE's ownership interest in Digital Phone, consisting of a 100 percent membership interest in Digital Phone, and all obligations and liabilities relating to such ownership interest. As a result of such contribution, Road Runner will be the sole member of Digital Phone.

Section 2.9. Merger of TWC Holdings into TWCE. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.8 but before consummation of any of the Transactions contemplated in Section 2.10 through Section 2.13) TWCE and TWC Holdings shall effectuate the merger of TWC Holdings into TWCE with TWCE continuing as the surviving entity and TWC Holdings ceasing to exist. Such parties agree to enter into an Agreement and Plan of Merger and to execute such resolutions and a Certificate of Merger, in form acceptable to each such party, as may be necessary or desirable under applicable Delaware law and to take such further actions as may be necessary or desirable to effectuate such merger. Upon consummation of such merger, TWCE will own the 1.0 percent general partner interest in TWC of SE WI presently owned and held by TWC Holdings, and as a result TWC of SE WI will be wholly owned by TWCE.

Section 2.10. Merger of TWC of SE WI into TWCE. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.9 but before consummation of any of the Transactions contemplated in Section 2.11 through Section 2.13) TWCE and TWC of SE WI shall effectuate the merger of TWC of SE WI into TWCE with TWCE continuing as the surviving entity and TWC of SE WI ceasing to exist. Such parties agree to enter into an Agreement and Plan of Merger and to execute such resolutions and a Certificate of Merger, in form acceptable to each such party, as may be necessary or desirable under applicable Delaware law and to take such further actions as may be necessary or desirable to effectuate such merger. Upon consummation of such merger, TWCE will own and hold all of the assets owned or held by TWC of SE WI immediately prior to such merger, including all of the assets relating to the cable operations conducted by TWC of SE WI (doing business as Time Warner Cable), including the Franchises, Licenses, Contracts and Leases held in the name of TWC of SE WI that relate to such cable operations.

Section 2.11. Contributions by TWEAN to Regional Operating Entities. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements and in exchange for the percentage ownership interest in each such Regional Operating Entity shown for TWEAN on Exhibit 2 hereto, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.10 and concurrent with the consummation of Transactions contemplated in Section 2.12 and Section 2.13) TWEAN shall transfer, convey and assign to each of the following Regional Operating Entities, and each such Regional Operating Entity shall accept, assume and hold, pursuant to transfer documentation in form acceptable to each such party, all of the rights, title and interests of TWEAN in and to the Transferred Cable Assets relating to the cable operations conducted by TWEAN (doing business as Time Warner Cable) in or relating to the area to be served by each such Regional Operating Entity, but in each case expressly excluding any Retained Assets then owned or held by TWEAN, together with all obligations and liabilities relating to such Transferred Cable Assets, and in each case as further described below:

(a) **To Time Warner Cable Midwest LLC:** All Transferred Cable Assets of TWEAN relating to the cable operations conducted by TWEAN (doing business as Time Warner Cable) in the States of Kansas, Missouri, and Nebraska (and in the States of Illinois, Indiana, Kentucky, Michigan, Ohio, Pennsylvania (Crawford, Erie, Mercer, Venango and Warren Counties only), Tennessee, West Virginia and Wisconsin, if any), including the Franchises, Licenses, Contracts and Leases held in the name of TWEAN that relate to such cable operations;

(b) **To Time Warner Cable Northeast LLC:** All Transferred Cable Assets of TWEAN relating to the cable operations conducted by TWEAN (doing business as Time Warner Cable) in the States of Massachusetts, New York, and Pennsylvania (and in the States of Maine and New Hampshire, if any), including the Franchises, Licenses, Contracts and Leases held in the name of TWEAN that relate to such cable operations;

(c) **To Time Warner Cable Southeast LLC:** All Transferred Cable Assets of TWEAN relating to the cable operations conducted by TWEAN (doing business as Time Warner Cable) in the States of North Carolina, South Carolina and Virginia (and in the State of Alabama, if any), including the Franchises, Licenses, Contracts and Leases held in the name of TWEAN that relate to such cable operations;

(d) **To Time Warner Cable Pacific West LLC:** All Transferred Cable Assets of TWEAN relating to the cable operations conducted by TWEAN (doing business as Time Warner Cable) in the State of California (and in the States of Arizona, Colorado, Idaho and Washington, if any), including the Franchises, Licenses, Contracts and Leases held in the name of TWEAN that relate to such cable operations; and

(e) **To Time Warner Cable Texas LLC:** All Transferred Cable Assets of TWEAN relating to the cable operations conducted by TWEAN (doing business as Time Warner Cable) in the States of New Mexico and Texas, including the Franchises, Licenses, Contracts and Leases held in the name of TWEAN that relate to such cable operations.

Section 2.12. Contributions by TWCE to Regional Operating Entities. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements and in consideration of the adjusted percentage ownership interest in each such Regional Operating Entity shown for TWCE on Exhibit 2 hereto, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.10 and concurrent with the consummation of the Transactions contemplated in Section 2.11 and Section 2.13) TWCE shall transfer, convey and assign to each of the Regional Operating Entities, and each Regional Operating Entity shall accept, assume and hold, pursuant to transfer documentation in form acceptable to each such party, all of the rights, title and interests then owned or held by TWCE in and to the Transferred Cable Assets relating to the cable operations conducted immediately prior to the Closing Date (i) by TWE (doing business as Time Warner Cable, or as Oceanic Time Warner Cable in the State of Hawaii) in or relating to the area to be served by each such Regional Operating Entity, and (ii) by TWNYS (excluding the TWNYS Retained Operations), TWC LLC, TWC San Antonio, and TWC of SE WI in or relating to the area to be served by each Regional Operating Entity, but in each case expressly excluding any Retained Assets then owned or held by TWCE, together with all obligations and liabilities relating to such Transferred Cable Assets, and in each case as further described below:

(a) **To Time Warner Cable Midwest LLC**: All Transferred Cable Assets of TWCE relating to the cable operations conducted immediately prior to the Closing Date (i) by TWE (doing business as Time Warner Cable) in the States of Illinois, Indiana, Kentucky, Michigan, Ohio, Pennsylvania (Crawford, Erie, Mercer, Venango and Warren Counties only), Tennessee, West Virginia and Wisconsin (and in the States of Kansas, Missouri and Nebraska, if any) that TWCE will own or hold as of the Closing Date upon consummation of the merger of TWE into TWCE contemplated in Section 2.4, including all of the capital stock of Erie Telecom then held by TWCE, and (ii) by TWNYC, TWC LLC and TWC of SE WI in such states that TWCE will own or hold as of the Closing Date upon consummation of the Transactions contemplated in Sections 2.3(i), 2.6 and 2.10, respectively, including the Franchises, Licenses, Contracts and Leases held in the name of TWCE, TWE, TWNYC, TWC LLC or TWC of SE WI that relate to such cable operations;

(b) **To Time Warner Cable Northeast LLC**: All Transferred Cable Assets of TWCE relating to the cable operations conducted immediately prior to the Closing Date (i) by TWE (doing business as Time Warner Cable) in the States of Maine, Massachusetts, New Hampshire, New York (other than Transferred Cable Assets relating to operations conducted in the New York City metropolitan area, which assets will be transferred to Time Warner Cable New York City LLC pursuant to Section 2.12(f)), and Pennsylvania (McKean County only) that TWCE will own or hold as of the Closing Date upon consummation of the merger of TWE into TWCE contemplated in Section 2.4, and (ii) by TWNYC and TWC LLC in such states that TWCE will own or hold as of the Closing Date upon consummation of the Transactions contemplated in Sections 2.3(i) and 2.6, respectively, including the Franchises, Licenses, Contracts and Leases held in the name of TWCE, TWE, TWNYC or TWC LLC that relate to such cable operations, it being understood that the TWNYC Retained Operations located in the State of New York will not be transferred by TWNYC to TWCE in the Transaction contemplated in Section 2.3(i) and therefore will not be contributed by TWCE to Time Warner Cable Northeast LLC in the Transaction contemplated by this Section 2.12(b);

(c) **To Time Warner Cable Southeast LLC**: All Transferred Cable Assets of TWCE relating to the cable operations conducted immediately prior to the Closing Date (i) by TWE (doing business as Time Warner Cable) in the States of Alabama, North Carolina, South Carolina and Virginia (if any) that TWCE will own or hold as of the Closing Date upon consummation of the merger of TWE into TWCE contemplated in Section 2.4, and (ii) by TWNYC or TWC LLC (in each case doing business as Time Warner Cable) in the States of Alabama, North Carolina, South Carolina and Virginia that TWCE will own or hold as of the Closing Date upon consummation of the Transactions contemplated in Sections 2.3(i) and 2.6, respectively, including the Franchises, Licenses, Contracts and Leases held in the name of TWCE, TWE, TWNYC or TWC LLC that relate to such cable operations;

(d) **To Time Warner Cable Pacific West LLC**: All Transferred Cable Assets of TWCE relating to the cable operations conducted immediately prior to the Closing Date (i) by TWE (doing business as Time Warner Cable) in the States of Arizona, California, Colorado, Idaho and Washington that TWCE will own or hold as of the Closing Date upon consummation of the merger of TWE into TWCE contemplated in Section 2.4, and (ii) by TWNYC and TWC LLC in such states that TWCE will own or hold as of the Closing Date upon consummation of the Transactions contemplated in Sections 2.3(i) and 2.6, respectively,

including the Franchises, Licenses, Contracts and Leases held in the name of TWCE, TWE, TWNYC or TWC LLC that relate to such cable operations;

(e) **To Time Warner Cable Texas LLC:** All Transferred Cable Assets of TWCE relating to the cable operations conducted immediately prior to the Closing Date by (i) by TWE (doing business as Time Warner Cable) in the States of Texas and New Mexico (if any) that TWCE will own or hold as of the Closing Date upon consummation of the merger of TWE into TWCE contemplated in Section 2.4 , and (ii) by TWC San Antonio (doing business as Time Warner Cable) in the State of Texas that TWCE will own or hold as of the Closing Date upon consummation of the Transaction contemplated in Section 2.7, including the Franchises, Licenses, Contracts and Leases held in the name of TWCE, TWE or TWC San Antonio that relate to such cable operations;

(f) **To Time Warner Cable New York City LLC:** All Transferred Cable Assets of TWCE relating to the cable operations conducted immediately prior to the Closing Date (i) by TWE (doing business as Time Warner Cable) in the New York City metropolitan area (including Bergen and Hudson Counties, New Jersey) that TWCE will own or hold as of the Closing Date upon consummation of the merger of TWE into TWCE contemplated in Section 2.4, and (ii) by TWNYC (doing business as Time Warner Cable) in the New York City metropolitan area that TWCE will own or hold as of the Closing Date upon consummation of the Transaction contemplated in Section 2.3(i), including the Franchises, Licenses, Contracts and Leases held in the name of TWCE, TWE or TWNYC that relate to such cable operations; and

(g) **To Oceanic Time Warner Cable LLC:** All Transferred Cable Assets of TWCE relating to the cable operations conducted immediately prior to the Closing Date by TWE (doing business as Oceanic Time Warner Cable) in the State of Hawaii that TWCE will own or hold as of the Closing Date upon consummation of the merger of TWE into TWCE contemplated in Section 2.4, including the Franchises, Licenses, Contracts and Leases held in the name of TWCE or TWE that relate to such cable operations.

Section 2.13. Merger of CVC into Time Warner Cable Midwest LLC. On the terms and subject to the conditions of this Agreement and the applicable Ancillary Agreements, on the Closing Date (and after the consummation of the Transactions contemplated in Section 2.1 through Section 2.10 and concurrent with the Transactions contemplated in Section 2.11 and Section 2.12) Time Warner Cable Midwest LLC, a Delaware limited liability company and one of the Regional Operating Entities, and CVC shall effectuate the merger of CVC into Time Warner Cable Midwest LLC with Time Warner Cable Midwest LLC continuing as the surviving entity and CVC ceasing to exist. Such parties agree to enter into an Agreement and Plan of Merger and to execute such resolutions and a Certificate of Merger, in form acceptable to each such party, as may be necessary or desirable under applicable Delaware law and to take such further actions as may be necessary or desirable to effectuate such merger. Upon consummation of such merger, Time Warner Cable Midwest LLC will own and hold all of the assets owned or held by CVC immediately prior to such merger, including all of the assets relating to the cable operations conducted by CVC (doing business as Time Warner Cable), including the Franchises, Licenses, Contracts and Leases held in the name of CVC that relate to such cable operations.

ARTICLE 3.
THE CLOSING

Section 3.1. Closing. The consummation of the Transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of TWCI at 60 Columbus Circle, New York, New York 10023, on such date as may be mutually agreed upon by the parties hereto (the “**Closing Date**”). The effective time of each Transaction will be set forth in one or more of the Ancillary Agreements relating to such Transaction.

Section 3.2. Closing Deliveries. At the Closing, each party shall deliver duly executed copies of each Ancillary Agreements required to executed by such party.

Section 3.3. Delayed Transfer Assets. If a Required Consent with respect to any Franchise, License, Contract or Lease is not obtained prior to the Closing, then such Franchise, License, Contract or Lease (each, a “**Delayed Transfer Asset**”) shall not be transferred or assigned at Closing and the Affiliate that presently is the contract party to such Delayed Transfer Asset (or if such Affiliate will cease to exist on the Closing Date as a result of a Transaction in which such Affiliate will be merged with and into TWCE, then TWCE as the surviving entity in such merger and the successor contract party to such Delayed Transfer Asset by operation law as a result of such merger Transaction) (in each case, the “**Contracting Party**”), and the appropriate Regional Operating Entity (the “**Managing Party**”) will execute a Delayed Transfer Asset Management Agreement with respect to each Delayed Transfer Asset. Each Delayed Transfer Asset Management Agreement shall provide that the Managing Party shall manage such Delayed Transfer Asset on behalf of the Contracting Party, subject to the following: (i) the Managing Party shall bear all expenses relating to the Delayed Transfer Asset and shall receive and be entitled to retain all of the benefits relating to such Delayed Transfer Asset as its management fee; and (ii) such management shall continue with respect to such Delayed Transfer Asset until such time as such Delayed Transfer Asset is transferred and assigned to the Managing Party in accordance with this Agreement or is terminated or revoked. If a Delayed Transfer Asset is terminated or revoked, the Contracting Party promptly thereafter shall use commercially reasonable efforts to transfer and assign to the Managing Party any right the Contracting Party may have with respect thereto. The Contracting Party shall transfer and assign, at no additional cost to the Managing Party, each Delayed Transfer Asset to the Managing Party within ten (10) business days after the Required Consent for such transfer or assignment is received. Notwithstanding that a Required Consent for a Delayed Transfer Asset has not been obtained, at any time after the Closing Date, either the Contracting Party or the Managing Party may request that such Delayed Transfer Asset be transferred and assigned to, and received and assumed by the Managing Party, at no additional cost to the Managing Party, and unless the other party reasonably objects to such requested transfer and assignment at such time, the Contracting Party and the Managing Party promptly shall take such action and execute such documents as may be reasonably necessary to transfer and assign such Delayed Transfer Asset to the Managing Party. In the event that the Managing Party is legally prohibited from managing any Delayed Transfer Asset, the Managing Party and the Contracting Party shall negotiate in good faith to resolve the management thereof to preserve the purpose and intent of this Section 3.3. The Managing Party shall become liable for the liabilities with respect to the Delayed Transfer Asset as of the Closing Date except any such liabilities that the Contracting Party may be legally obligated to retain as the Contracting Party thereunder. A Contracting Party may commence litigation against any

third party that such Contracting Party reasonably concludes has unreasonably withheld, conditioned or delayed its consent or denied such Contracting Party's request for approval to the transfer or assignment to the Managing Party of the Delayed Transfer Asset with which such third party is associated.

ARTICLE 4. **REPRESENTATIONS AND WARRANTIES**

Section 4.1. Representations and Warranties of TWCI. TWCI hereby represents and warrants to each Affiliate as follows:

(a) **Due Organization and Authority.** TWCI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full right, power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions to which it is a party.

(b) **Authorization and Validity of Agreement.** TWCI has taken all action necessary in order to authorize, execute and deliver this Agreement and to consummate the Transactions to which it is a party. This Agreement has been duly executed and delivered by TWCI and is a valid and binding obligation of TWCI enforceable against it in accordance with its terms.

Section 4.2. Representations and Warranties of each Affiliate. Each Affiliate hereby represents and warrants to TWCI and each other Affiliate as follows:

(a) **Due Organization and Authority.** Such Affiliate is the type of entity set forth following its name on the signature page of this Agreement and is duly organized or formed and in good standing under the laws of its state of organization or formation, and has the full right, power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions to which it is a party. Such Affiliate, if a Regional Operating Entity, is or by the Closing Date will be, authorized to do business in each state in which the Transferred Cable Assets that it will receive on the Closing Date are located.

(b) **Authorization and Validity of Agreement.** Such Affiliate has taken all action necessary in order to authorize, execute and deliver this Agreement and to consummate the Transactions to which it is a party. This Agreement has been duly executed and delivered by such Affiliate and is a valid and binding obligation of such Affiliate enforceable against it in accordance with its terms.

ARTICLE 5. **COVENANTS**

Section 5.1. Consents and Filings.

(a) Each of the parties shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable law or otherwise (i) to obtain the Required Consents and (ii) promptly

to make all necessary filings, and thereafter to make any other required submissions, with respect to this Agreement and the Transactions required under applicable law.

(b) Section 5.1(a) notwithstanding, the appropriate Affiliates shall prepare and file, or cause to be prepared and filed, all applications (including FCC Forms 394 or other appropriate forms, to the extent such forms are necessary or appropriate) required to be filed (i) with the FCC and (ii) with any other Governmental Entity that are necessary for the transfer or assignment of the Franchises and the Licenses in connection with the consummation of the Transactions. Each party agrees to cooperate reasonably, diligently, and in good faith with each other party in the preparation of such FCC Forms 394, such other transfer applications related to the Franchises and such other FCC applications related to the Licenses to permit the filing of such FCC Forms 394, such other Franchise transfer applications and such other FCC applications as soon as practicable after the date of this Agreement. The appropriate Affiliate shall deliver to each Governmental Entity that has granted a Franchise whose consent is not required to transfer or assign such Franchise in connection with the consummation of the Transactions a notice letter in form and substance reasonably satisfactory to the parties. In addition, in the case of any State-issued Franchise, the appropriate Affiliate will prepare and file, before and/or after the Closing Date, any application, notice or other documentation required under applicable law to authorize the appropriate Regional Operating Entity to conduct cable operations in the area presently covered by such State-issued Franchise.

(c) The appropriate Affiliate shall request or cause to be requested all other Required Consents not related to Franchises or Licenses by letter in form and substance reasonably satisfactory to the parties.

Section 5.2. Tax Covenants. Each of TWCE, Road Runner and each Regional Operating Entity agrees to take, prior to the Closing Date, all action necessary in order for it to be taxed as a corporation for federal income tax purposes prior to the Closing Date. In addition, TWE, TWCE and TWC of SE WI shall take all action necessary to cause TWC Wisconsin Procurement LLC, a Delaware limited liability company that will be wholly-owned by TWCE upon consummation of the merger contemplated in Section 2.10, to take all action necessary for such entity to be taxed as a corporation for federal income tax purposes effective on the Closing Date.

Section 5.3. Further Assurance. Each party covenants that at any time, and from time to time, after the Closing Date, it will execute such additional instruments and take such actions as may be reasonable requested by any other party to confirm, perfect or otherwise carry out the intent and purposes of this Agreement and any Ancillary Agreement.

ARTICLE 6. **CONDITIONS TO CLOSING**

Section 6.1. Conditions to Closing. The respective obligations of each party to consummate the Transactions shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable law, be waived in writing by the applicable party in its sole discretion (*provided*, that such waiver shall only be effective as to the obligations of such party):

- (a) No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any law, order or judgment (whether temporary, preliminary or permanent) that enjoins, restrains, makes illegal or otherwise prohibits the consummation of any of the Transactions;
- (b) The representations and warranties of each party contained in this Agreement shall be true and correct both when made and as of the Closing Date;
- (c) Each party shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;
- (d) Each party shall have received an executed counterpart of each of the Ancillary Agreements to which it is a party, signed by each other party thereto;
- (e) Each of the Required Consents shall have been obtained or given and shall be in full force and effect as of the Closing Date; and
- (f) Each of TWCE, Road Runner and each Regional Operating Entity shall have taken all action necessary in order for it to be taxed as a corporation for federal income tax purposes prior to the Closing Date, and TWCE shall be satisfied that TWC Wisconsin Procurement LLC has taken all action necessary for such entity to be taxed as a corporation for federal income tax purposes effective on the Closing Date.

ARTICLE 7. **TERMINATION**

Section 7.1. Termination. This Agreement may be terminated at any time prior to the Closing by the mutual written consent of the parties hereto.

ARTICLE 8. **GENERAL PROVISIONS**

Section 8.1. Severability. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the person intended to be benefited by such provision or any other provisions of this Agreement.

Section 8.2. Waiver. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party hereto, shall be deemed to constitute a waiver by the party taking the action of compliance with any representation, warranty or agreement contained herein. The waiver by any party hereto of any condition or of a breach of another provision of this Agreement shall be in writing and shall not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking redress for breach of this Agreement other than with respect to the condition so waived.

Section 8.3. Amendment. This Agreement may not be modified orally, but only by an agreement in writing signed by all of the parties hereto.

Section 8.4. Governing Law. THE VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE.

Section 8.5. Consent to Jurisdiction. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement, any Ancillary Agreement or the Transactions contemplated hereby or thereby may be brought in the United States District Court for the Southern District of New York or any other New York State court sitting in New York City, and each of the parties hereby or thereby consents to the jurisdiction of such courts (and of the appropriate appellate courts there from) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in this Section shall be deemed effective service of process on such party.

Section 8.6. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 8.7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, corporation or other entity other than the parties hereto and their respective successors and assigns any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

Section 8.8. Successors and Assigns; Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns for the uses and purposes set forth and referred to herein, effective as of the date hereof. No party hereto shall assign this Agreement or delegate any of its duties hereunder to any other person without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld.

Section 8.9. Entire Agreement. This Agreement, when taken together with the Ancillary Agreements, embodies the entire agreement between the parties hereto with respect to

the subject matter hereof and supersedes all prior representations, agreements and understandings, oral or written, with respect thereto.

Section 8.10. Specific Performance. The parties recognize that their rights under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to any of them at law or in equity, have the right to enforce their rights hereunder by actions for injunctive relief and specific performance to the extent permitted by applicable law so long as the party seeking such relief is prepared to consummate the Transactions contemplated hereby. The parties agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach of the provisions of this Agreement and hereby agree to waive the defense in any action for specific performance that a remedy at law would be adequate. The parties waive any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award or injunctive, mandatory or other equitable relief.

Section 8.11. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or electronic transmission), each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

Section 8.12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, e-mail or other electronic means reasonably acceptable to all applicable parties, upon written confirmation of receipt by facsimile, e-mail or such other means, (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the address set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

Time Warner Cable Inc.
60 Columbus Circle
New York, New York 10023
Attention: Satish Adige
Facsimile: (212) 364-8259
Telephone: (212) 364-8246
E-mail: satish.adige@twcable.com

with a copy (which shall not constitute notice) to:

Edwards Wildman Palmer LLP
1255 23rd Street, NW, Eighth Floor
Washington, D.C. 20037
Attention: Jeffrey L. Hardin
Facsimile: (888) 325-9133
Telephone: (202) 939-7914

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

TIME WARNER CABLE INC.

By: 

Satish Adige
Senior Vice President, Investments

THE AFFILIATES:

TIME WARNER CABLE LLC,
a Delaware limited liability company

By: 

Satish Adige
Senior Vice President, Investments

CENTURY VENTURE CORPORATION,
a Delaware corporation

By: 

Satish Adige
Senior Vice President, Investments

TW NY CABLE HOLDING INC.,
a Delaware corporation

By: 

Satish Adige
Senior Vice President, Investments

**TIME WARNER ENTERTAINMENT
COMPANY, L.P.,** a Delaware limited partnership

By: 

Satish Adige
Senior Vice President, Investments

TIME WARNER NY CABLE LLC,
a Delaware limited liability company

By: 

Satish Adige
Senior Vice President, Investments

TIME WARNER CABLE HOLDINGS INC.,
a Delaware corporation

By: 

Satish Adige
Senior Vice President, Investments

TWE GP HOLDINGS LLC,
a Delaware limited liability company

By: 

Satish Adige
Senior Vice President, Investments

**TIME WARNER CABLE OF
SOUTHEASTERN WISCONSIN, L.P.,**
a Delaware limited partnership

By: 

Satish Adige
Senior Vice President, Investments

**TIME WARNER CABLE SAN ANTONIO,
L.P.,** a Delaware limited partnership

By: 

Satish Adige
Senior Vice President, Investments

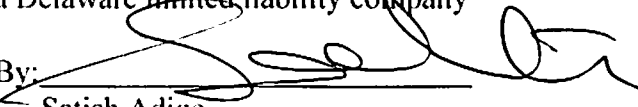
ROAD RUNNER HOLDCO LLC,
a Delaware limited liability company

By: 

Satish Adige
Senior Vice President, Investments

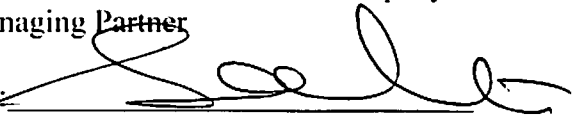
THE AFFILIATES (continued):

TWC DIGITAL PHONE LLC,
a Delaware limited liability company

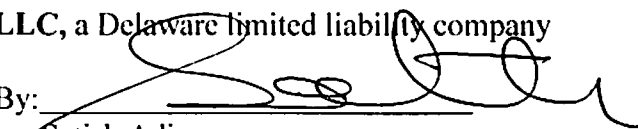
By: 
Satish Adige
Senior Vice President, Investments

**TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP,**
a New York general partnership

By: Time Warner Entertainment Company, L.P.,
Managing Partner

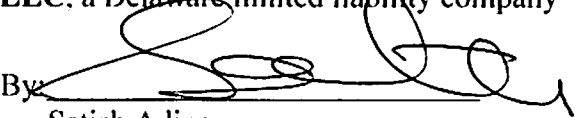
By: 
Satish Adige
Senior Vice President, Investments

**TIME WARNER CABLE ENTERPRISES
LLC, a Delaware limited liability company**

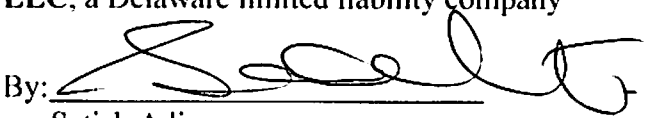
By: 
Satish Adige
Senior Vice President, Investments

THE REGIONAL OPERATING ENTITIES:

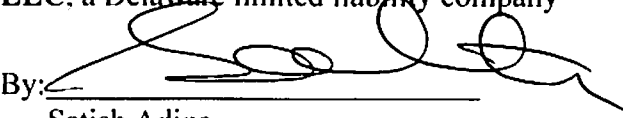
**TIME WARNER CABLE MIDWEST
LLC, a Delaware limited liability company**

By: 
Satish Adige
Senior Vice President, Investments

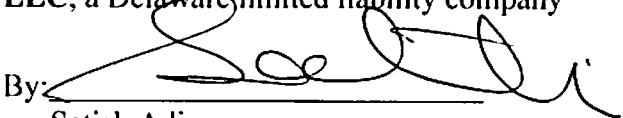
**TIME WARNER CABLE SOUTHEAST
LLC, a Delaware limited liability company**

By: 
Satish Adige
Senior Vice President, Investments

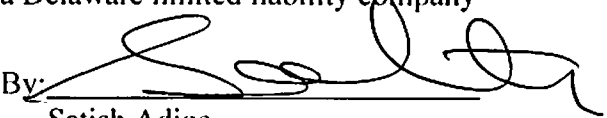
**TIME WARNER CABLE NORTHEAST
LLC, a Delaware limited liability company**

By: 
Satish Adige
Senior Vice President, Investments

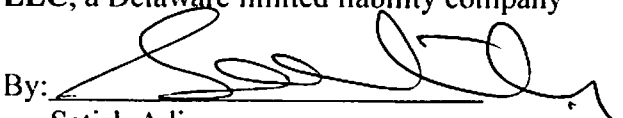
**TIME WARNER CABLE NEW YORK CITY
LLC, a Delaware limited liability company**

By: 
Satish Adige
Senior Vice President, Investments

TIME WARNER CABLE TEXAS LLC,
a Delaware limited liability company

By: 
Satish Adige
Senior Vice President, Investments

**OCEANIC TIME WARNER CABLE
LLC, a Delaware limited liability company**

By: 
Satish Adige
Senior Vice President, Investments

**TIME WARNER CABLE PACIFIC WEST
LLC, a Delaware limited liability company**

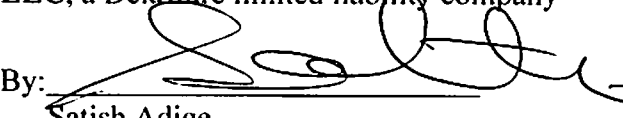
By: 
Satish Adige
Senior Vice President, Investments

EXHIBIT 1

CURRENT STRUCTURE

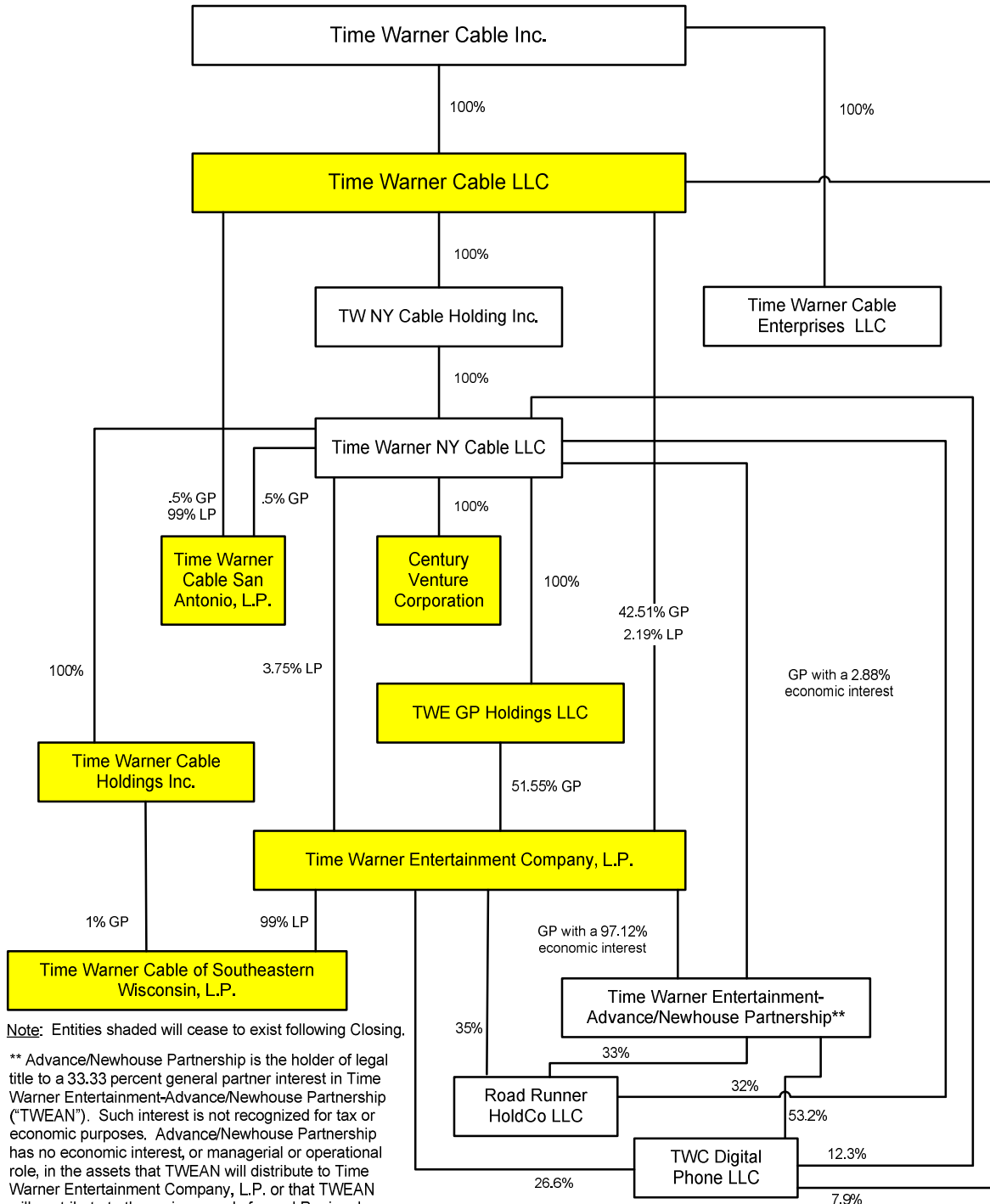
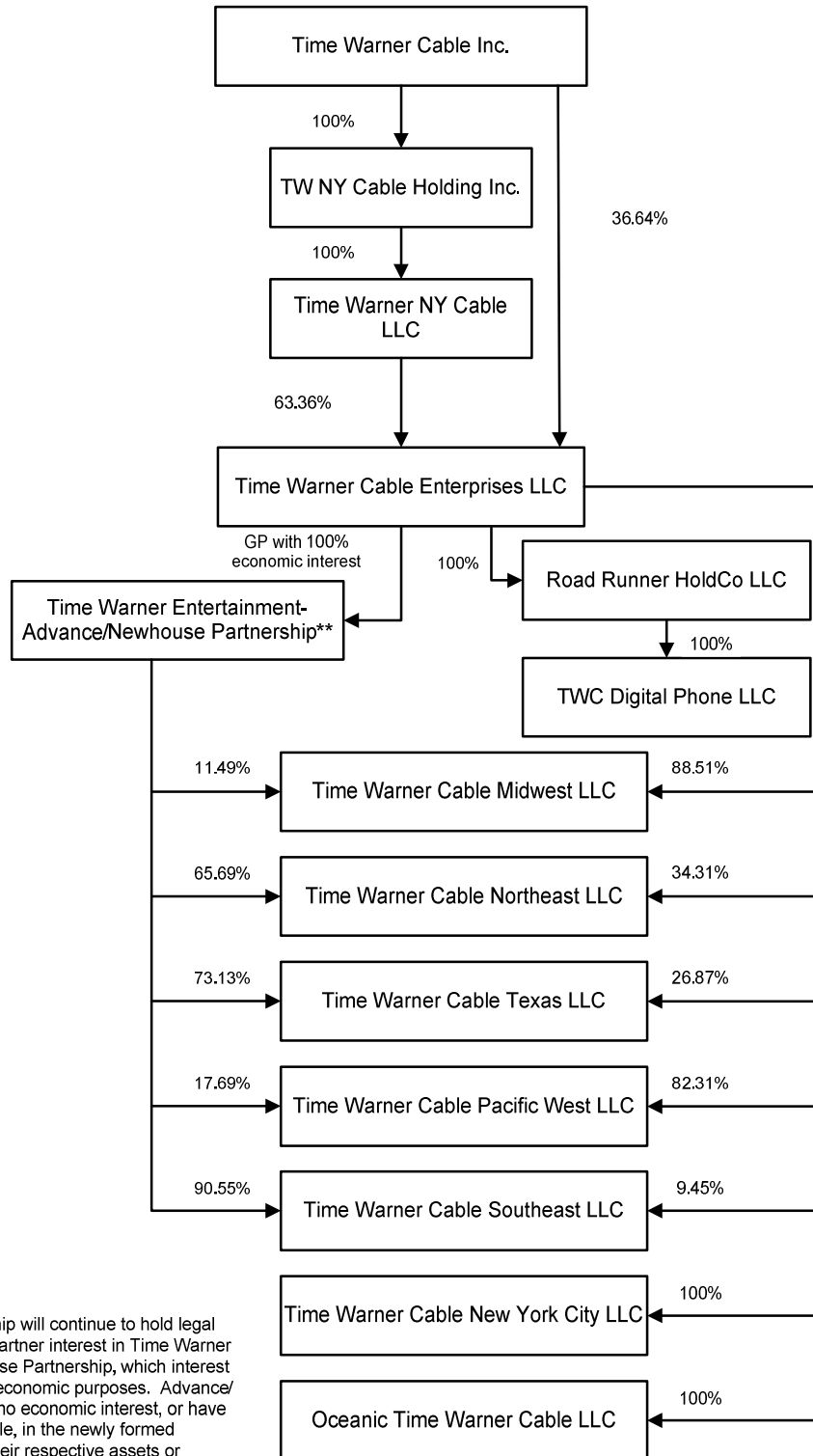


EXHIBIT 2

POST-TRANSACTION STRUCTURE



** Advance/Newhouse Partnership will continue to hold legal title to a 33.33 percent general partner interest in Time Warner Entertainment-Advance/Newhouse Partnership, which interest will not be recognized for tax or economic purposes. Advance/Newhouse Partnership will hold no economic interest, or have any managerial or operational role, in the newly formed Regional Operating Entities or their respective assets or operations.

SCHEDULE A

RETAINED REAL PROPERTY

I. **For TWCE:**

1. The land, buildings and other improvements thereon comprising the Charlotte Corporate Campus (7800, 7820 and 7910 Crescent Executive Drive, Charlotte, NC), and the new office building presently under construction at the Charlotte Corporate Campus (7815 Crescent Executive Drive, Charlotte, NC).
2. The land, buildings and other improvements located at 1015 Olentangy River Road, Columbus, OH.

II. **For TWEAN:**

1. The land, buildings and other improvements located at 4200 Paramount Parkway, Raleigh, NC.