

ASSIGNMENT AGREEMENT

This agreement regarding the assignment of the cable television franchise ("Assignment Agreement") in Gahanna, Ohio is effective as of October 19, 2001, and is made and entered into by and among WideOpenWest Ohio, LLC. ("WOW"), and the City of Gahanna, Ohio ("City" or "Franchise Authority").

WITNESSETH

WHEREAS, pursuant to Ordinance No. 980343 on September 8, 1998, the City granted a non-exclusive franchise ("Franchise") for the construction, operation, and maintenance of a cable television system ("System") in the City, to Ameritech New Media, Inc. ("Americast") in accordance with Chapter 751 of the City's Code of General Ordinances ("Code"); and

WHEREAS, Americast and WOW submitted to the City a Federal Communications Commission ("FCC") Form 394, entitled Application for Franchise Authority Consent to the Assignment of a Cable Television Franchise ("Application"), dated June 6, 2001, requesting that the City acknowledge receipt of, and approve, the Application; and

WHEREAS, Americast and Wide Open Holdings LLC. ("WOH") have entered into an asset purchase agreement selling the Americast cable system to WOH (the "Asset Purchase Agreement") dated as of May 23, 2001; and

WHEREAS, WOW is an entity that is wholly owned and controlled by WOH;
and

WHEREAS, the Asset Purchase Agreement will result in WOW, through WOH, assuming all the rights and obligations of Americast pertaining to Americast's cable system; and

WHEREAS, subsequent to approval of the Application, execution of this Assignment Agreement and consummation of the closing of the sale transaction between Americast and WOH, WOW will hold the Franchise and operate the System; and

WHEREAS, the Application provides for, among other things, representations from WOW regarding its legal, technical and financial qualifications to operate the System; and

WHEREAS, the Franchise, at Section XXV, requires the City's prior consent to an assignment or transfer of control of the Franchise; and

WHEREAS, the City has reviewed the Application and examined the character, financial, technical and legal qualifications of WOW and in accordance with applicable federal laws and the Franchise; and

WHEREAS, based on such review and examination, the City is willing to grant its consent to the proposed Assignment of the Franchise, subject to the willingness of WOW agree to terms and conditions necessary to protect the public interest; and

WHEREAS, by approval of this Assignment of the Franchise, the City shall not be deemed to have waived any of its rights under the Franchise or applicable law; and

WHEREAS, WOW is willing to agree to such terms and conditions; and

WHEREAS, the City has enacted Ordinance 0204-2001 on October 15, which is hereby incorporated by reference, granting its approval of the Application on the condition that the parties enter into this Assignment Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereby agree:

AGREEMENT

1. Acknowledgment of Franchise and Non-Franchise Obligations.

1.1 Acknowledgment – WOW hereby acknowledges all of the commitments, duties and obligations, present, continuing and future, as set forth in the Franchise dated October 8, 1998, by and between the predecessors in interest to WOW.

1.2 Compliance with Franchise – (a) For all periods prior to this Assignment of the Franchise, WOW warrants that Americast has represented that Americast has complied fully with any and all of the terms and conditions set forth in the Franchise, and all applicable federal, state, and local laws; and (b) For all periods from and after the Assignment of the Franchise, WOW agrees to comply fully with any and all of the terms and conditions set forth in the Franchise, and all applicable federal, state, and local laws.

1.3 City's Reliance Upon Representations of WOW - WOW acknowledges and agrees that the City's consent to the Assignment of the Franchise is made in reliance upon the representations, documents, and information provided, respectively, by Americast and WOW in connection with the Application, all of which are incorporated into this Assignment Agreement by reference including, without limitation, the Application and all exhibits thereto.

2. No Waiver. WOW agrees that:

2.1 Investigation of Franchisee's Qualifications – Any consent given by the City in this Assignment of the Franchise Agreement and in Ordinance 0204-2001 is made without prejudice to, or waiver of, the City's right to fully investigate and consider WOW, and their financial, technical and legal qualifications and any other relevant considerations during any future franchise renewal process; and

2.2 WOW's Defaults – At no time after the assignment of the Franchise, particularly during any franchise renewal process, will WOW contend, directly or indirectly, that the City is barred, by reason of the Assignment of the Franchise, from considering, or raising claims based on WOW's or Americast's defaults, their failure to comply with the terms and conditions of the Franchise, or with applicable law including, without limitation, any claim raised by the City against WOW or Americast for the underpayment of franchise fees; and

2.3 WOW's Compliance – By its approval of the assignment of the Franchise and execution of this Assignment Agreement, the City waives none of its rights with respect to WOW's compliance with the terms, conditions, requirements, and obligations set forth in the Franchise, including any right of the City to compel WOW to comply with the Franchise.

3. Representations and Warranties.

3.1 Representation and Warranties of WOW – WOW hereby represents and warrants that: (a) this Assignment Agreement constitutes a legal, valid and binding obligation of WOW and is enforceable in accordance with its terms; and (b) the execution and delivery of, and performance under, this Assignment Agreement is within WOW's power and authority without the joinder or consent of any other party and has been

duly authorized by all requisite action and is not in contravention of WOW's charter, bylaws and/or other organizational documents.

3.2 Representations of WOW – WOW is duly organized and legally exists under the laws of the state of Delaware and is also authorized to do business in each state in which it owns assets or conducts business. WOW hereby agrees to indemnify and hold City harmless against any loss, claim, damage, liability or expense (including, without limitation, reasonable attorney's and auditor's fees) incurred as a result of any representation or warranty made by WOW.

4. Future Transfers/Assignment. WOW hereby agrees that any future assignment and/or transfer of the Franchise and the System shall only occur upon the review and approval of the City in accordance with 47 United States Code § 537, the Franchise Agreement and any other applicable law.
5. Acceptance of the Assignment of the Franchise Agreement. By entering into this Assignment Agreement, WOW hereby: (i) accepts, and agrees to comply with, the obligations under each provision hereof; and (ii) acknowledges and accepts the City's right to consent to the assignment of the Franchise pursuant to the Franchise, and to enter into this Assignment.
6. Effect of Failure to Satisfy This Assignment Agreement. If WOW fails to satisfy the conditions in this Assignment Agreement or violates any material provision of this Assignment Agreement prior to the final consummation of the closing of the sale between Americast and WOH, the City may, after giving WOW at least thirty (30) days written notice, and if such failure is not cured or resolved within such thirty (30)

day period, declare the City's consent to the assignment of the Franchise and that this Assignment Agreement to be null and void and of no force and effect.

7. Notice of Consummation of the Assignment of the Franchise. WOW will notify the City of final consummation and closing of the Asset Purchase Agreement between the Americast and WOH and the assignment of the Franchise within thirty (30) business days after such consummation. Failure to deliver such notice will be deemed to be a violation of the Franchise.
8. Miscellaneous Provisions.
 - 8.1 Fees and Expenses. Within thirty (30) days of the closing of the Asset Purchase Agreement, WOW shall reimburse the City for its reasonable attorney costs and consultant fees incurred up to a total of Two Thousand Five Hundred Dollars (US \$2,500.00) in connection with the Assignment Agreement and the Assignment of the Franchise.
 - 8.2 Binding Agreement – This Assignment Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the effective date hereof.
 - 8.3 Governing Law – This Assignment Agreement shall be governed in all respects by the laws of the State of Ohio and applicable federal and local laws.
 - 8.4 Severability and Enforceability – In the event of a determination in any judicial or administrative proceeding that any provision of this Assignment Agreement is unenforceable or invalid, the parties shall enter into good-faith negotiations with the intent of reaching an agreement that would place the City, WOW, and

the subscribers substantially in the same position as if this Assignment of the Franchise Agreement were fully enforceable.

8.5 Time of the Essence – In determining whether a party has complied with this Assignment Agreement, the parties agree that time is of the essence. If the assignment of the Franchise and the System, as contemplated by this Assignment Agreement, has not been completed by December 31, 2001, WOW may be required at the City’s request to appear before the City Council by January 31, 2002, and provide a detailed explanation as to why the assignment has not been completed.

8.6 Counterparts – This document may be executed in multiple counterparts, and by the parties hereto on separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of, or accounting for, any other counterpart, and all separate counterparts shall constitute the same agreement.

8.7 Captions – The captions and headings of this Assignment Agreement are for convenience and reference purposes only, and shall not affect in any way the meaning and interpretation of any provisions of this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the day and year first above written.

WIDEPENWEST OHIO, LLC. (WOW)

By: Kim D. Crooks

Print Name: Kim D. Crooks

Title: Counsel

CITY OF GAHANNA, OHIO (City)

By: Rebecca W. Stinchcomb

Print Name: Rebecca W. Stinchcomb

Title: Mayor

APPROVED AS TO FORM:

Thomas L. Weber
Thomas L. Weber, City Attorney