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**CONSENT TO TRANSFER OF CONTROL
OF CABLE LICENSE AGREEMENT**

The City of Flagstaff, Arizona, a political subdivision of the state of Arizona ("City") hereby consents to transfer of control of the Cable License Agreement dated February 5, 2007 ("the License") this 1, day of November, 2012 as set forth below.

RECITALS:

- A. On February 5, 2007 the City issued the License to NPG Cable, Inc., an Arizona corporation ("NPG");
- B. On February 15, 2011 the City by Resolution No. 2011-07 consented to transfer of control of the License to NPG Cable, LLC doing business as Suddenlink Communications ("Licensee");
- C. On July 18, 2012 the parent company of Licensee, Cequel Communications Holdings, LLC ("Cequel" or "Parent") entered into a Purchase and Sale Agreement pursuant to which all of the issued and outstanding equity interests of Cequel will be acquired by Nespresso Acquisition Corporation ("Nespresso"), a Delaware Corporation (the "Transaction");
- D. Cequel and Nespresso have requested that the City consent to the transfer of control of the License in connection with the Transaction and has filed with the City a Federal Communications Commission ("FCC") Form 394, that includes relevant information concerning the Transaction and Nespresso (the "Application");
- E. The City has reviewed the Application, examined the legal, financial, and technical qualifications of the relevant parties, and has followed all required procedures to consider and act upon the Application;
- F. The City has relied on Nespresso and Cequel's representations that following transfer of control Licensee will meet the legal, financial and technical qualifications as required under all federal, state, and local law to operate its cable system in the City, and the City finds that it is in the best interest of the City of Flagstaff community to approve the Application.

9. All notices to Licensee for purpose of the License shall be sent to:

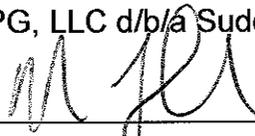
Licensee:

Mr. Michael Zarrilli
Vice President Government Relations & Senior Counsel
NPG, LLC d/b/a Suddenlink Communications
12444 Powerscourt Drive, Suite 140
St. Louis, Missouri 63131
(314) 315-9400

IN WITNESS WHEREOF, in consideration of their respective covenants hereunder the parties have executed this Consent to Transfer of Control on the dates appearing below.

LICENSEE:

NPG, LLC d/b/a Suddenlink Communications

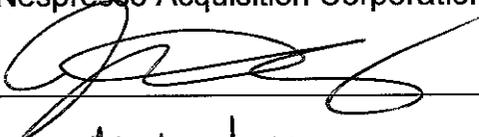


By: Michael Zarrilli

Date: 11/2/12

CONTROLLING INTEREST:

Nespresso Acquisition Corporation



By: Michael Chang

Date: 11/1/2012

LICENSOR:

By: Jerry Nabours, Mayor

Date: _____

AGREEMENT:

1. The City hereby approves the Application and consents to the transfer of control of the License in connection with the Transaction to Nespresso subject to the terms and conditions contained herein.
2. Nespresso has read, accepts, and agrees Licensee shall continue to be bound by License, and related amendments, regulations, ordinances, and resolutions in effect.
3. All liabilities, acts, and omissions known and unknown of Licensee related to the License whether occurring either before or after the transfer of control, are not affected by such transfer.
4. Licensee shall not be permitted to take any position or exercise any right with respect to the License which it could not have exercised prior to transfer of control.
5. Transfer of control shall not adversely affect the ability of Licensee to perform its obligations post-transfer.
6. The City's approval of the Application and consent to transfer of control in connection with the Transaction shall be effective immediately, and Licensee shall notify the City that the Transaction is complete within thirty (30) business days of the date the Transaction is consummated; provided, however, this Consent to Transfer of Control shall be null and void if the Transaction is not consummated.
7. The transfer of control does not affect any evaluation of Licensee's legal, financial, or technical qualifications that may occur under the License or applicable law after the transfer, and does not directly or indirectly authorize any additional transfers.
8. Transfer of control shall not adversely affect the ability of Licensee to perform its obligations under that separate Broadband Network Agreement dated February 5, 2007 entered into by and between the City and NPG Cable, Inc. post-transfer.