

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (hereinafter "Agreement") is entered into as of December 6, 2011 (the "Effective Date") by and between Time Warner NY Cable LLC a.k.a. Time Warner Cable, (hereinafter collectively referred to as the "Disclosing Party"), on the one hand, and the City of Redlands (hereinafter referred to as the "City"), on the other hand and Communications Support Group, Inc. (hereinafter referred to as "City's Agent" or "Financial Auditor").

WHEREAS, the City of Redlands Cable Television Franchise with Time Warner Cable at Section 7.3. Records states: "City may arrange for and conduct audits or reviews of the financial records of Grantee for the purpose of verifying franchisee payments or other financial obligations of Grantee."

WHEREAS, the City of Redlands has employed the services of Communications Support Group, Inc. and its subcontractor White, Nelson, Diehl, Evans ("NWDE") (Formerly Diehl, Evans & Company, LLP) as its agent to conduct a financial review with consultant's initial focus on Franchise Fees for the period January 1, 2008 through December 31, 2010.

WHEREAS, the parties hereto agree that to facilitate the conducting of an audit of the Disclosing Parties' activities related to their provision of cable service in the City of Redlands, California, it will be necessary for the Disclosing Party to disclose to the Financial Auditor and City certain information, all of which disclosed information shall be treated as Confidential and Proprietary Information, as hereinafter defined;

NOW, THEREFORE, in consideration of the disclosure of such Confidential and Proprietary Information (as defined herein below), the Disclosing Party and the Financial Auditor and City agree as follows:

1. As used herein:

"Information" is defined to include communications or data, in any form, including, but not limited to, oral, written, graphic or electromagnetic forms.

"Financial Auditor" and "City" are defined to further include any parent, subsidiary, affiliate, employee, and independent contractor of Financial Auditor and City, as well as other third party or parties to whom such Confidential and Proprietary Information necessarily has been provided.

"Confidential and Proprietary Information" is defined as that Information which the Disclosing Party provides to Financial Auditor and City, all of which Information the parties hereto agree shall be treated as Confidential and Proprietary Information by Financial Auditor and City.

2. All Information that is disclosed by the Disclosing Party to Financial Auditor and City, including any Information outside of the scope of this audit that Disclosing Party determines to provide on a voluntary basis, shall be protected hereunder as Confidential and Proprietary Information. Financial Auditor shall maintain such Confidential and Proprietary Information as it receives in relation to the "audit" and shall not disclose any Proprietary Information to the City or its representatives except: (A) to the extent necessary for the City to complete the audit in which case it shall solely provide access to such necessary information to the City or its representatives at the premises of Financial Auditor (B) to the extent necessary for the City to enforce its rights or obligations pursuant to the "audit" or in any litigation between the City and the Disclosing Party and/or Financial Auditor.

3. Financial Auditor and City hereby agree that Disclosing Parties' Confidential and Proprietary Information shall be treated and safeguarded by Financial Auditor and City, using, at a minimum, the same degree of care that it uses to protect its own confidential and/or proprietary information, but no less than reasonable care. Financial Auditor and City further hereby warrant that it will safeguard against the unauthorized disclosure of Confidential and Proprietary Information with a high degree of reasonable care.

4. Financial Auditor and City expressly agrees that (i) any Confidential and Proprietary Information disclosed hereunder shall be used by Financial Auditor and City solely for the purpose of conducting the audits of Disclosing Parties' activities in the areas duly noted hereinabove; (ii) it shall not use the Confidential and Proprietary Information disclosed hereunder for any other purpose; and (iii) it shall not distribute, disclose, or disseminate to anyone except as expressly permitted herein, unless and until such time as:

- (a) Such Confidential and Proprietary Information is or becomes generally available to the public, through no fault of Financial Auditor or City or those to whom disseminated for purposes of completion of this audit and without breach of this Agreement; or
- (b) Such Confidential and Proprietary Information is required by law to be disclosed without written consent to be bound by this Confidentiality Agreement pursuant to a legally enforceable requirement or request of a governmental or regulatory agency, provided, however, that prior to such disclosure Financial Auditor and City shall notify the Disclosing Parties of such request and of Financial Auditor and City's intent to provide such information within a reasonable time period prior to the disclosure of such information to enable Disclosing Parties to take such legal action to prevent such disclosure, and Financial Auditor and City shall independently exercise reasonable best efforts to assist Disclosing Parties' efforts to obtain a protective order or other similar protective arrangement covering the Confidential and Proprietary Information.

5. This Agreement shall continue in perpetuity in full force and effect from the Effective Date forward, regardless of the successful or unsuccessful completion of the underlying audits, until the Financial Auditor and City or those to which such information has been disseminated are released in writing from this Confidentiality and Non-Disclosure Agreement by the Disclosing Parties. Notwithstanding the foregoing, if this Agreement is terminated at any time earlier than seven (7) years from the Effective Date, Financial Auditor and City shall be permitted, at their option, to retain the Confidential and Proprietary Information until the expiration of seven (7) years from the Effective Date, at which time the provisions of Section 8 herein below shall govern the return of all Confidential and Proprietary Information from Financial Auditor and/or City to Disclosing Parties.
6. Financial Auditor and City shall advise all employees, consultants, advisors, agents and other representatives (collectively, "representatives") who will have access to the Confidential and Proprietary Information as to the obligations contained herein.
7. The failure of Disclosing Parties, by waiver or otherwise, to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce such provision or any other provision.
8. Upon termination of this Agreement all Information, including all Confidential and Proprietary Information (excluding draft and/or final audit report) in the possession of Financial Auditor and City shall be returned to the Disclosing Parties within thirty (30) business days of Disclosing Parties' request. Disclosing Parties may not make such a request until the underlying audits have been respectively completed or terminated.
9. Without the prior written consent of Disclosing Parties, Financial Auditor and City shall not, and shall direct all who are given access to the Confidential and Proprietary Information not to, disclose to any person (other than a person authorized hereunder) the fact that the Confidential and Proprietary Information has been made available to Financial Auditor and City. The term "person" as used herein includes, without limitation, any corporation, company, partnership or individual.
10. It is agreed that money damages may not be a sufficient remedy for any breach of this Agreement by Financial Auditor and City or their representatives and may result in immediate and irreparable harm to Disclosing Parties. Accordingly, Disclosing Parties shall be entitled to equitable and injunctive relief, specific performance and/or any other appropriate equitable remedy in the event of a determination by a court of competent jurisdiction of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedy for Financial Auditor and City's breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

11. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. This Agreement and any dispute relative hereto shall be governed by, interpreted by, and construed in accordance with the laws of the State of California, without regard to the principals of conflicts of law. Any legal action with respect to this Agreement shall be filed in the appropriate court within the County of San Bernardino, State of California.

13. With respect to this Agreement, the parties shall bear their own attorney fees and costs. Should any legal action or arbitration or other proceeding be brought for the enforcement of this Agreement or by reason of any asserted breach thereof, the prevailing party shall not be entitled to recover any costs or expenses, including reasonable attorneys' fees, incurred in enforcing or attempting to enforce any of the terms, covenants or conditions of this Agreement, or any other relief.

14. This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

15. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to this Agreement.

16. Any waiver of a default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

17. In resolving any dispute or construing any provision hereunder, there shall be no presumptions made or inferences drawn because a party, or the attorneys for one of the parties, drafted this Agreement or any provision hereof.

18. Each of the parties executing this Agreement represents that it has (a) been advised to obtain legal advice from an attorney of its choice regarding this Agreement; (b) had the opportunity to obtain such independent legal advice regarding this Agreement; (c) made an investigation of the facts pertaining to this Agreement; and (d) read this Agreement and signed it of its own free will.

19. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

TIME WARNER NY CABLE LLC d/b/a TIME WARNER CABLE

By: [Signature]

Name: AMOS SMITH

Title: CFO WEST REGION

Date: 1-20-12

CITY OF REDLANDS

By: [Signature]

Name: Pete Aguilar

Title: Mayor

ATTEST

BY: [Signature]

NAME: Sam Irwin

TITLE: City Clerk

Date: 12-20-2011

COMMUNICATIONS SUPPORT GROUP, LLC

By: [Signature]

Name: JOHN RISK

Title: PRESIDENT

Date: 12-2-11