

Exhibit 3.4(I)

DRAFT
FRAMEWORK
FOR DISCUSSION PURPOSES ONLY

Charter Communications

Cable Television License

for

Town/City/Massachusetts

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TO BE ADDED

NONAME LICENSE INTRODUCTION

WHEREAS, The Issuing Authority elected to undertake the cable television licensing process and solicited applications for a cable television license;

WHEREAS, Licensee submitted an application to Issuing Authority for assessment of its qualifications to construct, install, operate and maintain a Cable System in the Town;

WHEREAS, The Issuing Authority approved the Licensee's application and issued a provisional cable license to Licensee in accordance with 207 CMR 3.03;

WHEREAS, there has been an opportunity for public comment, as required by 207 CMR 2.02;
and

WHEREAS, the Issuing Authority has determined that the Licensee has substantially complied with the submission requirements contained in the application form prescribed by the Massachusetts Department of Telecommunications and Cable and the requirements of Massachusetts General Laws Chapter 166A §§ 3-5. The Issuing Authority further finds the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Cable Television License with Licensee for the construction and operation of a cable system on the terms and conditions set forth herein.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Cable Television License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (MGL c.166A), as amended from time to time, unless otherwise defined herein.

- (a) **Basic Cable Service** – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.
- (b) **Cable Act** – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.
- (c) **Cable Division** – shall mean the Division of Community Antenna Television within the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (MGL Chapter 166A) or its successor.
- (d) **Cable Service** – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (e) **Cable Television System or Cable System** – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in [the Town/City of Noname], consisting of a set of closed transmission paths and associated signal

generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Drop – shall mean the ~~connection between coaxial cable that connects a~~ home or building ~~and to~~ the Subscriber Network

(g) Effective Date – shall mean ~~[XX the date when both parties have executed the~~
License.]

(h) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(i) Issuing Authority – shall mean the [Board of Selectmen/Mayor of the Town/City of Noname,] Massachusetts, or the lawful designee thereof.

(j) Licensee – shall mean Legal entity, or any successor or transferee in accordance with the terms and conditions in this License.

(k) License Fee – shall mean the payments to be made by Licensee to the [Issuing Authority, the Town/City of Noname] and or any other governmental subdivision, which shall have the meaning as set forth in MGL c. 166A, § 9.

(l) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who

makes available for purchase, by subscribers or customers, multiple channels of video programming.

(m) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(n) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(o) Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(p) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in [the Town/City of Noname,] which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within [the Town/City of Noname] for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(q) License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(r) Service Date – The date that the Licensee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Town. The Licensee shall memorialize the Service Date by notifying the Issuing Authority in writing of the same, and the date set forth in such notice shall become part of this License.

(s) Signal – shall mean any transmission which carries Programming from one location to another.

(t) Standard Installation – shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system, for example aerial feet of trunk or feeder lines.

(u) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

(v) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(w) Town/City – shall mean [he Town/City of Noname,] Massachusetts.

(x) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(y) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF LICENSE

SECTION 2.1 - GRANT OF LICENSE

(a) Pursuant to the authority of MGL c. 166A, and the Cable Act, the Issuing Authority hereby grants a non-exclusive Cable Television License ("License") to ~~[Legal entity, a Corporation]~~ Charter Communications Entertainment I, LLC ("Charter" or "Licensee"), authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of [the Town/City of Noname.] Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This License is granted under and in compliance with the Cable Act and MGL c. 166A, and in compliance with applicable rules and regulations of the FCC and the Cable Division in force and effect during the period for which this License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE MGL c. 166A §3(d) and 13]

The term of this non-exclusive License shall be for a period of fifteen (15) years and shall commence on _____, and shall expire at midnight on _____, unless the agreement is terminated pursuant to the provisions herein.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE MGL c. 166 §22-25]

Pursuant to MGL c. 166 §§ 22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways,

provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 – RENEWAL - [SEE MGL c. 166A §13]

(a) In accordance with the provisions of federal law, MGL c. 166A, § 13 and applicable regulations, this License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this License and any present or future lawful exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other similar lawful authorizations to provide Cable Service or similar video services within the Town/City for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive

license or other similar authorization is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this License, the Issuing Authority agrees that it shall amend this License to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license or similar authorization is filed with the Issuing Authority, proposing to serve the Town/City, in whole or in part, the Issuing Authority shall serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or similar authorizations shall be on equivalent terms and conditions as those contained in this License.

(d) The issuance of additional license(s) or similar authorizations to provide video services shall be subject to all applicable federal and state laws, including MGL c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or similar authorizations to provide video services has been granted on terms or conditions more favorable or less burdensome than those contained in this License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) are on terms more favorable or less burdensome than those contained in this License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee reasonably demonstrate that any such additional license(s) or similar authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in this License, the Issuing Authority shall make equitable amendments to this License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider or similar wireline based entity in [the Town/City] has been provided relief by the Issuing Authority from any obligation of its license or similar authorization, then Licensee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. Licensee shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in [the Town/City] have been provided relief by the Issuing Authority from any obligation of its cable television license. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services are being provided to [the Town/City] by any Person(s) or Multichannel Video Programming Distributor other than Licensee, which is not in any way an affiliate of Licensee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be licensed by the Issuing Authority, and to the extent that Licensee reports to the Issuing Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon Licensee's Cable System operations in the Town/City, Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from Licensee.

(i) Along with said written request, Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to present the basis and the reasons for its determination. Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

(ii) Should Licensee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon Licensee's Cable System operations in the [Town/City,] the Issuing Authority shall make equitable amendments to this License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE MGL c. 166A § 3(a)]

(a) Licensee shall make Cable Service available within ~~[XX]~~twelve (12) months after all make-ready work has been completed and Licensee has received all required pole licenses of the Effective

Date to every residential dwelling unit within the [Town/City] where the minimum density is [XXX] dwelling units per aerial mile and [XXX] dwelling units per underground mile provided however, that any plant extension is measured from the closest technologically feasible tie-in point ~~the existing Trunk and Distribution System~~ and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. ~~The installation of all equipment, wires, and cables necessary to serve the area to be served shall be completed within [XX] months of the Effective Date.~~ Licensee shall make service available to multiple dwelling units ("MDU") where economically feasible and provided that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within [xxx feet] of Licensee's Distribution Cable. For non-Standard Installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town/City which are currently served by Licensee from a contiguous cable

television system or currently unserved but could be served by abutting Town/City(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town/City.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial ~~[XXX]~~ one hundred and twenty-five feet (125') of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered nonstandard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

SECTION 3.2 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of ~~860~~750MHz.

SECTION 3.3---EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE [SEE MGL c. 166A § 5]

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if

required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this License is granted shall be done in conformance with all applicable state and federal laws, bylaws/ordinances of general applicability, codes and regulations.

(c) Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of [the Town/City] or any public utility serving the Town/City.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of [the Town/City,] wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE MGL c. 166A § 5(g)]

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town/City shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of [the Town/City] where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of [the Town/City] where public utility lines are aerially placed, if subsequently during the term of the License such public utility lines are required by generally applicable local ordinance or State law to be relocated aerially or underground, Licensee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event that such costs are not entitled to reimbursement, Licensee reserves the right to pass such costs through to subscribers to the extent allowed by applicable law.

(c) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING [SEE MGL c. 166A § 5(a)]

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town/City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town/City bylaws/ordinances and regulations.

SECTION 4.5 - DIG SAFE

Licensee shall comply with all applicable “dig safe” provisions pursuant to MGL c. 82, §

SECTION 4.6 - DISCONNECTION AND RELOCATION [SEE MGL c. 166 § 39]

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any [Town/City] department acting in a governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in [the Town/City,] it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, [the Town/City] shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority shall provide Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by [the Town/City.]

SECTION 4.8 - PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

In accordance with applicable law, Licensee shall make available a Basic Cable Service tier to all subscribers.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit A. Pursuant to federal law, all Video Programming decisions are at the sole discretion of Licensee.

(b) Licensee shall comply with 47 CFR 76.1603(c) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

ARTICLE 6

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 6.2 - PROTECTION OF SUBSCRIBER PRIVACY

Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 6.3 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee photo identification card issued by Licensee.

ARTICLE 7

PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements

and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, the License Fees and other license/franchise related costs-requirements, may be passed through to the Subscribers in accordance with federal law.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

~~Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers and employees, from and against any liability or claims resulting from property damage or bodily injury that arise out of Licensee's construction, operation, maintenance or removal of the Cable System provided that the Issuing Authority shall give Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. [If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.]~~ The Licensee shall, by acceptance of the License granted herein, defend the Issuing Authority, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property arising out of the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Issuing Authority, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. In the event any such claim arises, the Town shall tender the defense thereof to the

Licensee and the Licensee shall defend, indemnify and hold harmless the Town, and settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determines in good faith that the Licensee cannot represent its interests, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Issuing Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including any PEG channels. Indemnification under this provision shall be contingent upon the Issuing Authority giving to the Licensee such reasonable notice as not to prejudice the Licensee's ability to defend the Issuing Authority or the Town.

SECTION 8.2 - INSURANCE

(a) Licensee shall carry Commercial General Liability insurance throughout the term of this License and any removal period pursuant to MGL c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this License, Licensee and listing the Town/City as an additional insured, against any and all claims for injury or damage to persons or property, both real and

personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for bodily injury or property damage shall be no less than one million dollars (\$1,000,000)~~[XXX]~~ per occurrence. The amount of such insurance for excess liability shall be two million dollars (\$2,000,000)~~[XXX]~~ in umbrella form.

(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of one million dollars (\$1,000,000)~~[XXX]~~ per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 8.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this License and any removal period pursuant to MGL c. 166A, §5(k) a performance bond in the amount of ten thousand dollars (\$10,000)~~[XXX]~~ running to the [Town/City] with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

(1) The satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of MGL c. 166A, § 5(a), (m) and (n);

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with MGL c. 166A, § 5(g);

(3) The indemnity of the [Town/City] in accordance with MGL c. 166A, § 5(b); and

(4) The satisfactory removal or other disposition of the Cable System in accordance with MGL c. 166A, § 5(f).

SECTION 8.4 - LICENSE FEES

(a) During the term of the License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to MGL c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber~~[XXX]~~, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law in excess of five percent (5%) of its Gross Annual Revenues

SECTION 8.5 - REVOCATION OF LICENSE

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under MGL c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in MGL c. 166A, § 5(j);

(d) For any transfer or assignment of the License ~~or control thereof~~ without consent of the Issuing Authority in violation of Section 8.79.9 herein;

(e) For repeated failure to comply with the material terms and conditions herein required by MGL c. 166A, § 5; and

SECTION 8.6 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several provisions of this License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified or equivalent mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section

9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above , then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 8.7 - TRANSFER OR ASSIGNMENT

This License ~~or control hereof~~ shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The requirements for consent of transfer of this Renewal License shall comply with current Massachusetts statutes and regulations, as they may from time to time be amended. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the License or Cable System to secure indebtedness. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 8.8 - REMOVAL OF SYSTEM

Upon termination of this License or of any renewal hereof by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 8.9 - INCORPORATION BY REFERENCE

All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to MGL c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein.

SECTION 8.10 - NO THIRD PARTY BENEFICIARIES

Nothing in this License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this License.

ARTICLE 9

MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 9.2 - FORCE MAJEURE

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default to the [City/Town] during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential

equipment, environmental restrictions or any other cause or event not reasonably within Licensee's control.

SECTION 9.3 - NOTICES

(a) Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this License shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Licensee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Issuing Authority shall be delivered or sent to:

Issuing Authority: NAME
 TITLE
 CONTACT ADDRESS
 Email:

Licensee: Charter Communications
 Attn: Director, Government Affairs
 301 Barber Avenue
 Worcester, MA 01606
 Email: thomas.cohan@charter.com

Copy to: Charter Communications
 Attn: Vice President, Government Affairs
 12405 Powerscourt Drive
 St. Louis, MO 63131

(a) — Every notice to be served upon the Issuing Authority shall be shall be sent by certified or equivalent mail or other means providing for a receipt as proof of delivery to the

~~following address or such other address as the Issuing Authority may specify in writing to Licensee:~~

~~[Town/City of Noname
Attn: Board of Selectmen/Mayor
Street
Noname, MA]~~

~~(b) — Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Licensee may specify in writing to the Issuing Authority:~~

~~Cable Company
Attn:
Street
City, XX-ZC~~

~~(e) — Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.~~

SECTION 9.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 9.5 - CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of the License. Such sections shall not affect the meaning or interpretation of the License.

SECTION 9.6 - WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

(a) Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this License, to enter into and legally bind Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

(c) This License is enforceable against Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this License.

SECTION 9.7 - APPLICABILITY OF LICENSE

All of the provisions in this License shall apply to [the Town/City,] Licensee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 20 ____.

TOWN/CITY OF NONAME By:

Chairman, Board of Selectmen/Mayor _____

Board of Selectmen _____

Board of Selectmen _____

Board of Selectmen _____

Board of Selectmen

Charter Communications Entertainment I, LLC
By: Charter Communications, Inc., its Manager

Name
Title

Signature:

Mark E. Brown

Vice President of State Government Affairs

~~LEGAL ENTITY By:~~

EXHIBIT A PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.