POLE ATTACHMENT AGREEMENT

BETWEEN

THE CONNECTICUT LIGHT AND POWER COMPANY

AND

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

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THIS AGREEMENT, made as of the 1st day of July, 2010, ("Effective Date" or "effective date") by and between The Connecticut Light and Power Company, a specially chartered Connecticut corporation with an office at 107 Selden Street, Berlin, CT 06037 (hereinafter called "Licensor"), and Charter Communications Entertainment I, LLC, a Delaware limited liability company, having its principal office located at 12405 Powerscourt Drive in the State of Missouri (hereinafter called "Licensee"). Collectively Licensor and Licensee are referred to herein as the "Parties" or singularly as a "Party".

WITNESSETH:

WHEREAS, Connecticut General Statute Section 16-247 has encouraged the shared use of existing facilities where possible; and

WHEREAS, the Licensee has obtained a certificate of public convenience and necessity from the Connecticut Department of Public Utility Control ("DPUC"); and

WHEREAS, this Agreement governs the terms and conditions under which the Licensor agrees to allow Licensee to attach certain specific Facilities (as said term is defined in Article II) to the Licensor's utility poles located in Connecticut; and

WHEREAS, the Licensor is willing to grant limited and restricted rights to the Licensee pursuant to applicable federal, state and local law and the terms of this Agreement for Licensee to attach its Facilities (as said term is defined in Article II) to such poles provided such attachments will not adversely affect the public service responsibilities or other public utility operations of the Licensor (as said term is defined in Article II), and provided that the Licensor is reimbursed for its costs and protected from liability which may arise there from; and

Capitalized terms used herein have the meaning assigned to such terms in Article II.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto do hereby covenant and agree as follows:

ARTICLE I
SCOPE

Subject to the provisions of this Agreement, Licensor will issue to Licensee a revocable, nonexclusive license authorizing the attachment of Licensee's wire-based Attachments and Facilities to Poles within the (i) public right-of-way and (ii) within those electric distribution easement areas located on private property that have been approved by Licensor, which approval by Licensor will not be unreasonably withheld; and Licensee's proposed installations shall be set forth in more detail in Licensee's application to Licensor for permission to attach to Poles. The Licensee understands that Licensor and Other Owners jointly own certain Poles, and with respect to such Poles that are jointly owned by Licensor and Other Owners, the Licensee shall be responsible for complying with (a) this Agreement and (b) the terms, conditions, policies, procedures and agreements of such Other Owners.

ARTICLE II
DEFINITIONS

0. Affiliate
An entity under common ownership or control with Licensee.

1. Anchor
A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.

2. Appurtenance
Any article of equipment attached to a point on a Pole not normally occupied by a strand attachment (i.e., equipment cabinets, terminals, power supplies, etc.).

3. Approved Overlashing Techniques
Has the meaning provided in Article IV, Section (1)(d) hereof.

4. Attachment or Pole Attachment
   a. An Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of Licensor on an individual case basis), or other hardware necessary to attach one (1) suspension strand or Cable to a Pole, which has been approved by Licensor pursuant to the terms of this Agreement or authorized by the DPUC.

   b. Two (2) or more suspension strands attached using the same bolts, lags, screws, extension arms, or other hardware shall be considered two (2) or more Attachments, as applicable. For illustrative purposes, the construction techniques shown in **Exhibit F, Page 1** and **Exhibit F, Page 2** constiute two Attachments; and the construction technique shown in **Exhibit F, Page 3** hereto constitutes one Attachment.

   c. Hardware and brackets utilized to attach an amplifier, power supply, or other Appurtenance attachment shall be considered one (1) Attachment per each twelve (12) inches (30.48 cm) of linear Pole space occupancy.

5. Cable
Copper conductors or fiber optic filaments encased in any suitable jacketing or sheath.

6. Days.
For purposes of this Agreement, all references to Days shall be to calendar days.

7. Facilities or Licensee's Facilities
The Cables and all associated equipment, hardware, Attachments, Overlashings and Appurtenances of Licensee (i) which Licensor has authorized to be attached to one or more Poles pursuant to the terms of this Agreement and (ii) which have been installed for the sole use of the Licensee for any lawful purpose. The singular term for Facilities is "Facility".

8. Guy Strand
A metal cable (Facility) which is attached to a Pole and Anchor (or another Pole) for the purpose of reducing Pole stress.

9. Law
Any and all applicable federal, state and local laws, rules and regulations, orders, ordinances of a governmental authority, including but not limited to orders, rules, tariffs policies, procedures and regulations of the Connecticut Department of Public Utility Control or its successor(s) (the "DPUC"), including but not limited to the DPUC's April 30, 2008 decision in Docket No. 07-02-13 concerning the pole attachment make-ready process and June 30, 2010 decision in CL&P's rate case in Docket No. 09-12-05. All references herein to said DPUC decisions include all amendments, supplements and clarifications thereto resulting from DPUC decisions and/or from DPUC-monitored working groups.

10. Licensee
The person, corporation or other legal entity authorized by the Licensor under this Agreement to attach its Facilities to Poles and the party responsible for compliance with applicable Law and Licensor's rules, tariffs, policies, procedures and regulations regarding such accommodations.

11. Licensor
The Connecticut Light and Power Company ("CL&P") and itss successors and assigns.

12. Make-Ready Work (Initial/Additional)
All work performed by Licensor, the Other Owners and/or Other Licensees permitted to attach to Poles, including but not limited to, rearrangements and/or transfers of existing facilities, replacement of a Pole or any other work required to accommodate the attachment of Licensee's Facilities to a Pole. Similar work required after initial attachment to a Pole solely because of the existence of the Licensee's Faciliites shall be referred to as "additional

Make-Ready Work."

13. Non-Conforming Construction/Shifting Fee
Has the meaning provided in Article VIII of this Agreement.

14. Other Licensees
Any person, corporation, or other legal entity, other than the Licensee herein, to whom the Licensor and/or Other Owners has or hereafter shall extend an authorization to attach facilities to a Pole.

15. Other Owners
Telephone companies that have joint ownership of Poles with Licensor and/or those telephone companies that have authorized CL&P to license attachment of Facilities and Appurtenances on such telephone companies' Poles or jointly owned Poles.

16. Overlashing
A construction method that allows the Licensee to utilize existing Suspension Strand and Cable to place an additional Cable for its own use and that increases the weight or diameter of the existing Suspension Strand and Cable bundle. Lashing of cables performed to respond to emergencies shall not be deemed to constitute Overlashing governed by this Agreement.

17. Periodic Inspection
Inspections conducted by Licensor on portions of Licensee's Facilities, to determine that Attachments, Overlashings and Facilities are authorized and that Attachments, Overlashings and Facilities are maintained in conformance with this Agreement.

18. Pole or Utility Pole
A pole solely owned or jointly owned by the Licensor and/or by an Other Owner and used to support Licensor's facilities, as well as the facilities of an Other Owner, Licensee and/or Other Licensees.

19. Post-Construction Inspection
The work operations and functions performed by Licensor to measure and/or visually observe Licensee's Attachments, Overlashings and/or Facilities within forty-five days after completion of the construction of such Attachments, Overlashings and/or Facilities, to determine that all Attachments, Overlashings and/or Facilities have been authorized and constructed in conformance with the standards required by this Agreement.

20. Pre-Construction Survey
The work operations and functions performed by Licensor to process Licensee's application for Pole Attachments to the point just prior to performing any necessary Make-Ready Work. There are two elements of the Pre-Construction Survey: (1) field inspection of the existing facilities, and (2) administrative effort required to process the Licensee's application and prepare the Make-Ready Work.

21. Sub Licensee
A third party who has been authorized in writing by the Licensor and the Licensee to overlash third party's facilities to an existing Facility.

22. Suspension Strand (messenger cable)
A metal cable attached to a Pole and used to support facilities.

23. Third Party Overlashing
The Overlashing of facilities to Licensee's Facilities by a Sub Licensee.

24. Unit Cost
A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.

25. Unauthorized or Non-Conforming Charges
Has the meaning provided in Article VIII of this Agreement.

ARTICLE III
PERMITS AND CONSENTS

1. Permits and Consents

a. The Poles covered by this Agreement shall be only such Poles that fall within the scope of this Agreement (as said scope if defined in Article I) with respect to which Licensor has the power and privilege of granting licenses. Licensee shall be responsible for obtaining from Other Owners, private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the Pole to which Licensee seeks to attach its Facilities. Licensee shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by Licensor. The Licensor does not warrant the validity or apportionability of any rights it may hold to place facilities in the public right-of-way and on private property. The license granted to Licensee under this Agreement is granted on an "AS IS" basis, subject to applicable Law and existing and future rights of third parties; Licensor makes no representation, covenant or warranty as the quality of, scope of, and title to, the rights granted to Licensee under this Agreement.

b. The Licensee expressly recognizes that Poles are used and are to continue to be used primarily for the Licensor's electric utility-related purposes. Additionally, any licenses for Attachments, Overlashings and/or Facilities under this Agreement are personal to Licensee and are not for use by any entity other than Licensee for its own business purposes unless otherwise agreed to in writing by Licensor. Except as otherwise provided in this Agreement, the Licensee agrees that it will pay, as additional charges under this Agreement, all the costs incurred by the Licensor in connection with any work performed by the Licensor in order to provide or maintain space on any Pole for the Licensee's Attachments, Overlashings and/or Facilities, and any other costs incurred by the Licensor arising out of this Agreement, as hereinafter provided.

2. Requirement to Construct and Maintain a Pole and Anchor
Nothing contained herein shall be construed to compel the Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain any Pole or Anchor or other facility not needed for the Licensor's own service requirements. In the event that Licensor abandons any Pole to which Licensee's Facilities are attached, Licensor shall provide Licensee notice of such abandonment.

ARTICLE IV
PROCEDURES

1. Application for Authorization

a. In General. Licensor grants Licensee a non-exclusive right on an "AS IS" basis to attach its Facilities to any Poles for which Licensor has the power and privilege of granting licenses within Licensor's operating territory in the State of Connecticut in accordance with all applicable Law and the terms of this Agreement.

b. Application for Authorization for Proposed Third-Party Overlashings by Sub Licensee(s). Third Party Overlashing will be allowed under the following conditions:

(i) The Sub Licensee must sign a pole attachment agreement with Licensor and abide by the terms and conditions of such an agreement.

(ii) The Sub Licensee must get written approval from the Licensee to whom it is overlashing and provide a copy to Licensor prior to submitting a license application.

(iii) The Sub Licensee must submit a written application as provided in paragraph (c) below, and indicate on the application that the request is for Third Party Overlashing.

(iv) The Sub Licensee is responsible for paying Third Party Overlashing Fees which are separate and in addition to the Pole Attachment License Fee paid by the original Licensee, as set forth in Article VIII, Rates and Charges.

c. Application for Authorization for Licensee's Proposed Attachments.

(i) Whenever the Licensee wishes a license to attach its Attachments and Facilities to any Poles, it shall make an application therefore on the forms, copies of which are appended to this Agreement as **Exhibits A and B** and Internet access to such forms is intended to be made available on a Licensor's Web Site. The Licensee shall specify the location of the Pole or Poles involved and shall specify what Attachments and Facilities it wishes to attach to each Pole. Licensee must receive authorization from Licensor prior to commencing any attachment work. Licensee shall furnish Licensor with such engineering data as requested by Licensor including whether services charged at the telecommunications rate under Connecticut law are being carried. Each application shall include the Application Fee as set forth in Article VIII, Rates and Charges. Licensee shall file applications for such authorizations in blocks of 400 Poles or fewer. If multiple applications are filed at one time, Licensee shall designate a desired priority.

(ii) Licensor shall process applications, perform any required engineering and surveys, perform any Make-Ready Work, and perform any other required functions on a first come first serve basis and in accordace with the DPUC's April 30, 2008 decision in Docket No. 07-02-13 and aplicable Law. Licensor shall be under no obligation to grant any license, or if a license has already been granted, may cancel any such license on sixty (60) days' written notice, if in Licensor's judgment reasonably exercised the grant (i) would be or is in non-compliance with applicable Law or the requirements and specifications as denoted in Article IV, Section 2, or (ii) in instances of insufficient capacity, or for reasons of safety, reliability, or generally applicable engineering standards.

(iii) Licensor shall be under no obligation to grant or continue any license for an Attachment, Overlashing or Facility if Licensee has any outstanding and overdue payments owing to Licensor under this Agreement or any agreement with Licensor for the provision of Pole Attachments and/or installation of other facilities.

(iv) In accordance with the DPUC's April 30, 2008 decision in Docket No. 07-02-13, Licensor shall have forty-five (45) days from (i) Licensor's receipt of a completed Pole Attachment application and all required application fees from Licensee and (ii) Licensee's satisfaction of the applicable provisions in this Agreement to prepare an estimate of the Make-Ready Work that is necessary to process Licensee's Pole Attachment application or issue a permit. For small job applications, as identified in the DPUC Order in Docket No. 07-02-13, Licensor and Licensee shall follow the procedure, if any, approved by the working group process arising out of DPUC Docket No. 07-02-13 or an other DPUC docket.

d. Process Governing Proposed Overlashing by Licensee. Licensee shall be entitled to Overlash if it complies with the requirements of **Exhibit G** hereto, uses an Overlashing technique that is consistent with the Overlashing techniques shown in **Exhibit G** hereto and the resulting tension of any Overlashed bundles shall not exceed 60% of the usable heavy load in accord with NESC Rule 251 ("Approved Overlashing Techniques") after providing at least 5 days prior written notice therof to Licensor (the "Notice Period"); and at the end of the Notice Period Licensee shall be entitled to Overlash to such Attachments unless (prior to the expiration of the Notice Period) Licensor has identified a safety, engineering or Pole loading concern with Licensee's proposal, in which case the proposed Overlash shall be placed on hold until Licensor's concern is addressed, but if Licensor concern is not addressed then the proposed Overlash shall be placed on hold pending the results of the dispute resolution process in Article VII, Section 7 hereof. Each written notice from Licensee seeking to Overlash shall identify (i) the specific Poles impacted by the proposed Overlashing, including the identification number that appears on each such Pole, (ii) a diagram or drawing of the Overlashing technique to be utilized and a signed certification from the Licensee that the Overlashing technique is an Approved

Overlashing Technique, (iii) the weight and dimensions of each cable sought to be Overlashed onto existing Attachments, and (iv) such other technical information as Licensor may reasonably request after Licensor has received and reviewed Licensee's notice of proposed Overlashing. Overlashing performed without prior notice to the Licensor shall be considered an unauthorized Attachment. Overlashing performed after the effective date of this Agreement without complying with the requirements of this Agreement shall be subject to the Unauthorized Attachment/Un-noticed Overlashing Fee described in Article IV, Section 6.

2. Standards & Specifications for Attachments, Facilities and Overlashing.

   a. Technical Standards Governing Licensee's Attachments, Overlashings and Facilities. Licensee's Attachments, Overlashings and Facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of applicable Law, the current editions of the Bell Operating Companies Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), the DPUC and the Department of Environmental Protection (DEP), any town ordinances, and the rules and regulation of any other governing authority having jurisdiction. Licensee's activities and Licensee's Attachments, Overlashings and Facilities shall also comply with Licensor's standards, polices, practices and procedures governing pole attachments, including Licensor's safety, reliability, construction and engineering requirements, as may be updated from time to time which are included by reference herein and which shall be applied on a non-discriminatory basis. Where a difference in specification may exist, the more stringent shall apply. Licensee's Attachments, Overlashings and Facilities shall not physically, electronically, inductively, or otherwise interfere with the facilities of Licensor, Other Owners and Other Licensees. Licensee shall always maintain a twelve (12) inch (30.48cm) separation from any existing communications facilities, except in the case of Overlashing performed in accordance with the terms of this Agreement.

   b. Additional Standards Governing Municipality's Attachments, Facilities and Overlashings.

      (i) Licensee shall exercise all necessary precautions to avoid damage to facilities of Licensor, Other Owners, Other Licensees and of others occupying space on said Poles, and hereby assumes all responsibility for any and all loss from damage caused by Licensee. The Licensee shall make an immediate report to Licensor of the occurrence of any damage and, within 60 days of Licensee's receipt of a request for reimbursement, Licensee hereby agrees to reimburse Licensor, Other Owners and/or Other Licensees, as applicable, for any damage caused by Licensee.

      (ii) Except in cases of emergency, Licensee shall not at any time make any additions to, or changes in, the location of its Attachments, Overlashings and/or Facilities covered by this Agreement without the prior written consent of Licensor. Where additions or changes are made without prior written consent and consent is otherwise required by this Agreement, permission shall be subsequently requested and confirmed in writing.

      (ii) Licensee shall place a color coded (as determined by Licensor) label designating its ownership of any Facilities at each Pole. Such label must be recognizable by Licensor from ground level. If Licensee had existing licensed Facilities pursuant to a former agreement with Licensor and/or any Other Owner, Licensee shall label such existing Facilities. For all Facilities made or installed by Licensee after the Effective Date of this Agreement, the placement of such labels shall be made by Licensee at the time each such post-Effective Date attachment or installtion is made by Licensee; and with respect to those Facilites installed by Licensee prior to the Effective Date of this Agreement, the placement of such labels shall be made by Licensee in the ordinary course of work by Licensee on Poles containing such pre-Effective Date installations.

3. Pre-Construction Surveys and Make-Ready Work.

   a. A Pre-Construction Survey will be required for each Pole for which attachment is requested to determine the adequacy of the Pole to accommodate Licensee's Facilities, provided that a Pre-Construction Survey is not required for Approved Overlashing Techniques. The field inspection will be performed by

representatives of the Licensor with optional participation by Other Owner(s), Other Licensees and the Licensee. Licensor shall use commercially reasonable efforts to provide advance notice to allow such optional participation.

b. (i) In the event the Licensor determines that a Pole to which Licensee desires to make attachments likely cannot accommodate Licensee's proposed Attachment(s), Overlashing(s) and/or Facility(ies) or needs rearrangement of the existing facilities thereon to accommodate Licensee's proposed Attachment(s), Overlashing(s) and/or Facility(ies), the Licensor will inform Licensee in writing of the cost of the required Make-Ready Work; (ii) charges for Make-Ready Work shall be as specified in Article VIII, Rates and Charges; and (iii) any costs directly related to the construction and installation of the new Pole, and the removal and disposal of the prior Pole, shall be considered Make-Ready Work charges; *provided, however*, notwithstanding the foregoing, if a Pole was not compliant with applicable Law or the standards set forth in Section IV(2)(a) of this Agreement prior to Licensee's request and if Licensee was not responsible in any way for such non-compliance, then any costs associated with changes required to bring such Pole into compliance shall not be charged to Licensee, and *provided further*, that this paragraph shall not constitute a release or waiver by Licensor of any claim that Licensor has or may have to recover the cost of correcting any non-compliance caused by Licensee.

c. Licensor shall specify the point of attachment on each of the Poles to be occupied by Licensee's Attachments and Facilities. Where multiple Licensees' Attachments and Facilities are involved, the Licensor will attempt, to the extent practical, to designate the same relative position on each Pole for each of Licensee's Attachments and Facilities.

d. Licensee shall have forty-five (45) days from the receipt of written notification from the Licensor of the costs of Make-Ready Work to accept and pay all Make-Ready Work costs; provided, however, that if the Licensor receives a request from an Other Licensee for an authorization to attach to a Pole for which a written notification of Make-Ready Work costs has been sent to Licensee, then Licensee must accept the Make-Ready Work costs, within fifteen (15) days after receipt of notification from the Licensor of the other attachment request or by the end of the forty-five (45) day period, whichever period of time is shorter.

e. In accordance with the DPUC's April 30, 2008 decision in Docket No. 07-02-13, Licensor shall have forty-five (45) days from (A) Licensor's receipt of full payment of the charges for Make-Ready Work and (B) Licensee's satisfaction of the applicable provisions in this Agreement to complete the Licensor's Make-Ready Work that is necessary to process Licensee's Pole Attachment application; *provided, however*, that (X) if any Other Owner or any third party must perform make-ready work in order to accommodate Licensee's proposed Pole Attachment, then (i) Licensor shall use commercially reasonable efforts to coordinate Licensor's Make-Ready Work with the make-ready work of such other entities so that such other entities have sufficient time within said 45-day period to perform their respective make-ready work and (ii) Licensor is not responsible for any delays in the performance of Licensor's Make-Ready Work if such delays are attributable to the failure of Other Owner(s) and/or any third party to timely perform shift or perform make-ready work on the facilities of such Other Owner(s)' and/or third party(ies); (Y) the DPUC's April 30, 2008 decision in Docket No. 07-02-13 extends such 45-day period by an additional 35 days if any Pole replacement is required to facilitate Licensee's proposed Pole Attachment; and (Z) Page 19 of the DPUC's April 30, 2008 decision in Docket No. 07-02-13 further extends such 45-day period (or 80-day period pursuant to subsection (Y) above) in the event "special situations . . . (e.g., inclement weather and emergency situations)" exist. For small job applications as identified by the DPUC Order in Docket No. 07-02-13 Licensor and Licensee shall follow the procedure, if any, approved by the working group process arising out of DPUC Docket No. 07-02-13 or another DPUC docket.

f. If the Licensor, requires modifications to its facilities including, but not limited to, the replacement of a Pole, and if such modifications are necessary or appropriate for Licensor's electric utility-related purposes, and if such modifications would not be necessary except for the Licensee's Attachment to the Pole and/or Facilities, Licensee shall perform any such required modifications of its Attachments or Facilities at its sole cost and expense.

g. Upon notice from the Licensor, Licensee shall promptly perform (within the time period specified by Licensor) any make-ready work necessary on Licensee's Attachments, Overlashings and/or Facilities to accommodate an Other Licensee's attachment to a Pole and each such Other Licensee shall pay all costs for such make-ready work, provided, however, that Licensee is responsible for invoicing each such Other Licensee and collecting from each such Other Licensee payment for the costs incurred by Licensee to perform said make-ready work. The Licensor shall not be liable for any such expense. If Licensee fails to perform such make-ready work within the time period specified by Licensor, then the Licensor shall have (i) the right to assess the Non-Conforming Construction/Shifting Fee in accordance with Article VIII, Rates and Charges or (ii) the right, but not the obligation, to perform the make-ready work and charge Other Licensee the cost of performing such work.

h. Licensee shall reimburse Licensor for all traffic control costs incurred by Licensor to accommodate Licensee's Facilities, Overlashings and/or Attachments to Poles. When traffic control is necessary for Licensee during the performance of Licensee's make-ready work to accommodate attachments from Other Licensees to Poles, then such traffic control shall be arranged for by Licensee.

i. Licensee shall notify the Licensor in writing before adding to, relocating, replacing, adjusting or otherwise modifying its Attachments, Overlashings and/or Facilities on a Pole, provided that the notification process for Overlahsing shall be governed by, and is set forth in, Section IV(1)(d) of this Agreement.

j. All tree trimming made necessary, by Licensee's proposed Attachments, Overlashings and/or Facilities shall be performed by Licensee or its contractors at the sole cost and expense of Licensee. All tree trimming done on a maintenance basis shall be the responsibility of Licensor. Costs incured by Licensor for tree trimming associated with emergency and storm conditions shall be shared fully among all parties on a Pole, including Licensee; and costs for the performance of tree trimming associated with emergency and storm conditions are currenlty not recovered from Licensee in Licensor's semi-annual pole attachment rental charge in **Exhibti E** hereto.

k. All costs incurred by Licensor to accommodate Licensee's proposed Attachments, Overlashings and/or Facilities to Poles shall be reimbursed by Licensee to Licensor within 45 days of Licensor's request therefore. Such costs shall include, but are not limited to (i) costs directly related to the purchase, construction, removal and/or environmental disposal of Poles, and (ii) costs incurred in complying with applicable Law and/or town ordinances, decisions, directions, permitting requirements or ordinances of the EPA, DEP, DPUC or other governmental body having jurisdiction.

4. Inspections of Licensee's Facilities

a. Except for the use of Approved Overlashing Techniques performed following notice to Owner pursuant to Article IV, Section 1d, Licensee shall provide written notice to the Licensor, at least twenty (20) days in advance of starting work, of the exact Pole locations where Licensee proposes to place its Attachments and Facilities. Licensee shall also notify the Licensor in writing within five (5) days of the date(s) of attachment of Licensee's Attachments and/or Facilities to the Poles.

b. The Licensor reserves the right to make Post-Construction and Periodic Inspections (of any part or all) of Licensee's Facilities, Overlashings and/or Attachments attached to a Utility Pole.

c. Intentionally deleted.

d. The making of Post-Construction and/or Periodic Inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability specified in this Agreement.

e. The costs of inspection made during construction and/or the initial Post-Construction Inspection are included in the Make-Ready Work charges. The costs of Periodic Inspections or any inspections found necessary due to the existence or potential existence of substandard, non-conforming or unauthorized Attachments, Overlashings and/or Facilities are the responsibility of the Licensee. Costs attributable to Periodic Inspections for unauthorized Attachments, Overlashings and/or Facilities, or non-conforming

conditions, will be charged to the party responsible for the unauthorized Attachments, Overlashings and/or Facilities, or non-conforming condition in addition to Unauthorized or Non-Conforming Charges provided that no such costs can be collected from Licensee if any such cost is already recovered in the semi-annual Pole attachment rental rate that Licensor charges to Licensee pursuant to **Exhibit E** hereto.

5. Non-Conforming Conditions

a. (i) Any Attachment, Overlashing or Facility of Licensee that does not comply with the requirements of Article IV, Section 2(a) shall be deemed to be "non-conforming" and any Overlashing that does not meet the requirements of Article IV, Section 1(d) shall be deemed to be "non-conforming". Licensee shall be obligated to correct any non-conforming conditions within thirty (30) days of the date of the written notice from the Licensor and shall perform such correction itself or designate an Other Licensee to perform such correction (but no such designation of an Other Licensee to perform such work shall relieve Licensee of its obligations hereunder); provided, however, that: (A) the Licensee shall remedy each such non-conforming condition within the accelerated time period specified by Licensor if the Licensor determines that the non-conforming condition (i) constitutes a material threat to the public safety or the safety of the Licensor's employees, Other Owner's employees or Other Licensees, (ii) interferes with the performance of the Licensor's or Other Owner's service obligations, (iii) poses an immediate threat to the physical integrity of the Pole plant or (iv) must be corrected sooner than 30 days per applicable Law, including the DPUC's April 30, 2008 decision in Docket No. 07-02-13, then Licensee shall remedy each such non-conforming condition within the accelerated time period specified by Licensor; and (B) if any non-conforming condition is deemed by Licensor to not to be "material", then Licensee shall have a total of 180 days to correct such non-conformance. Notwithstanding the foregoing, where correction cannot reasonably be completed within the applicable time period, Licensee shall be obligated to commence correction within thirty (30) days and to work diligently to complete correction as promptly as possible.

(ii) If the Licensee fails to correct any such non-conforming condition within the applicable time period then:

(A) the Licensee's permission to attach its Attachments, Overlashings and/or Facilities to the Poles in question shall be revoked forthwith, and/or

(B) Licensor shall have the right, but not the obligation, to correct said conditions and Licensee shall pay to the Licensor the cost of performing such work.

b. When such non-conforming conditions pose a material threat to the public safety or the safety of the Licensor's employees, Other Owner's employees or Other Licensees, interfere with the performance of the Licensor's or Other Owner's service obligations, or pose an immediate threat to the physical integrity of the Pole plant, the Licensor may perform such work and/or take such action that the Licensor deems necessary upon notice when practicable to Licensee and without any liability to Licensee or its customers, other than for Licensor's willful misconduct or gross negligence. If prior notice is not practicable, Licensor shall notify Licensee as soon as reasonably practicable after taking any such action. The cost of said work and/or actions shall be borne by Licensee.

c. Licensee shall be liable to Licensor for the Non-Conforming Construction/Shifting Fee set forth in Article VIII, Rates and Charges, for each Attachment, Overlashing and Facility for each day beyond the applicable time period described in Article IV, Section 5(a) above that the non-conforming condition remains uncorrected subject to the cap established herein.

6. Unauthorized Attachments/Un-Noticed Overlashing

a. Licensee must receive prior written authorization from Licensor for any of the following:

(i) Attachment of any Appurtenances, Attachment and/or Facilities to Poles;

(ii) Third Party Overlashing (provided that Overlashing by Licensee shall be permitted under specified circumstances upon prior written notice to Licensor, as more particularly described in Section IV(1)(d) hereof and other applicable provisions of this Agreement); and

(iii) Sublicense or assignment of authorization as provided in Article IX, Section 5

b. Pre-Effective Date unauthorized Attachments, Overlashings, Facilities and/or Third Party Overlashing. Licensor cannot assess and collect from Licensee an Unauthorized Attachment/Un-Noticed Overlashing Fee for each unauthorized Attachment, Overlash and/or Facility and/or un-noticed Overlash that was installed on a Pole prior to the Effective Date of this Agreement; and in consideration for the foreging, Licensee agrees that Licensee cannot seek and obtain from Licensor a refund of any rates, fees or charges paid by Licensee to Licensor or to Licensor's agent prior to the Effective Date. To the extent, if at all, that any corrections are identified by either Licensee or Licensee after the Effective Date concerning the number of Licensee's actual Attachments, Overlashings, Facilities and/or Third Party Overlashing, then a prospective adjustment shall be made to the the actual number of Licensee's Attachments, Overlashings, Facilities and/or Third Party Overlashing and all prospective invoices submitted by Licensor to Licensee hereunder shall reflect such prospective adjustment.

c. Post-Effective Date unauthorized Attachments, Overlashings, Facilities and/or Third Party Overlashing. The following terms and conditions apply to post-Effective Date unauthorized Attachments, Facilities, Overlashings and/or un-noticed Overlashings. The Licensor, without prejudice to its other rights or remedies under this Agreement, including revocation or otherwise, may charge an Unauthorized Attachment/Un-Noticed Overlashing Fee per Pole for each post-Effective Date unauthorized Attachment, Overlash Facility and/or un-noticed Overlash, as specified in Article VIII, Section (4). For purposes of this agreement, an un-noticed Overlashing by Licensee shall include Overlashing by Licensee that does not conform with the requirements of Article IV(1)(d). Licensor will require the Licensee to submit in writing, a Pole Attachment application for all unauthorized Attachments, Facilities and/or Third Party Overlashing and, with respect to any unnoticed Overlashing by Licensee, Licensee shall be required to provide the notice required by Article IV(1)(d). If such application or notice, as appropriate, is not received by the Licensor within thirty (30) days after receipt of written notice by the Licensor of the unauthorized or unnoticed condition, Licensor may, in its sole discretion, require Licensee to remove its unauthorized Attachment, Facility and/or Third Party Overlash or un-noticed Licensee Overlashing within ten (10) days of the final date for submitting the required application or notice, or the Licensor may remove each such unauthorized Licensee's Attachment, Facility and/or Third Party Overlash or un-noticed Licensee Overlashing without liability, and the cost of such removal shall be borne by the Licensee.

d. No act or failure to act by the Licensor with regard to any unauthorized Attachment, Facility, Third Party Overlash and/or Un-noticed Overlash shall be deemed as the authorization of such unauthorized Attachment, Facility, Third Party Overlash and/or Un-noticed Overlash; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized Attachment, Facility, Third Party Overlash and/or Un-Noticed Overlash from its inception.

7. Rearrangements and Shifting

a. (i) Licensor may elect to perform all rearrangements and shifting of Licensee's Attachments, Overlashings and/or Facilities as required in emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects and/or in order to comply with applicable Law, to accommodate Licensor, Other Owners, or Other Licensees, and during normal Pole moves, maintenance, and replacements provided that, to the extent practicable under the circumstances (as detemined by Licensor), prior notice and an opportunity to perform the rearrangement and shifting is provided to Licensee. With respect to any damage to Licensee's Attachments, Overlashings and/or Facilities caused by Licensor during or arising out of an emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects, Licensor shall not be liable therefore unless such damage was caused by Licensor's gross negligence or willful misconduct.

(ii) Licensor may rearrange and reattach Licensee's Attachments, Overlashings and/or Facilities as needed under emergency conditions, but is under no obligation to do so. If Licensor is unable to perform the rearrangement or shifting at its sole determination, in non-emergency conditions, for reasons including but not limited to technical concerns or risk of damage or interference with Licensees' Attachments, Overlashings and/or Facilities, Licensor shall contact Licensee and Licensee shall (A) perform any such rearrangement or shifting within the time period required by applicable Law (and if no time period is required by applicable Law then the time period shall be established by mutual agreement of the Parties) and provide notice to Licensor of completion of such rearrangement or shifting or (B) authorize an Other Licensee to perform such rearrangement or shifting (but no such designation of an Other Licensee to perform such work shall relieve Licensee of its obligations hereunder). If Licensee fails to perform such rearrangement or shifting and provide notice to Licensor of completion within the applicable time period, the Non-Conforming Construction/Shifting Fee as set forth in Article VIII, Rates and Charges, will apply on a daily basis per rearrangement or shift location until notification from the Licensee that the work has been completed.

b. The costs of rearrangements and shifting, including the cost of traffic control, performed by Licensor on behalf of the Licensee will be borne by the Licensee as set forth in Article VIII, Rates and Charges.

c. Licensee shall arrange and pay the cost of any rearrangement or shifting, including traffic control, during rearrangements or shifting for which Licensee is responsible.

8. Extraordinary Events

In the event or circumstances beyond the control of either Party, including but not limited to severe storms, natural disasters, or other extraordinary events, which cause damage to Licensee's Attachments, Overlashings and/or Facilities, Licensor's facilities, Other Owner's facilities, Other Licensee's facilities and/or to Poles, or require replacement of Poles, Licensee shall be responsible for removing and/or reattaching its Attachments, Overlashings and Facilities to the Pole(s).

ARTICLE V
OTHER OBLIGATIONS OF LICENSEES

1. Insurance

a. Licensee shall carry insurance policies issued by an insurance carrier licensed to operate in the State of Connecticut to protect the Licensor, or additional insured, from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage for the amounts specified as follows:

b. The amounts of such insurance:
   (i) against liability due to injury or to death of persons shall be $1,000,000 as to any one person and $1,000,000 as to any one occurrence, and
   (ii) against liability due to damage to property shall be $1,000,000 as to any one occurrence and $1,000,000 aggregate.

c. Licensee shall also carry such insurance as will protect Licensee from all claims under any Worker's Compensation Law in effect that may be applicable.

d. All insurance must be effective before the Licensor shall issue authorizations for attachment of Licensee's Attachments, Overlashings and Facilities to any Pole, and shall remain in force as long as Licensee's Attachments, Overlashings and Facilities remain attached to any Pole. In the event that Licensee shall fail to maintain the required insurance coverage, the Licensor may pay any premiums thereon falling due and the Licensee shall reimburse the Licensor for any such payments made.

e. At the time the Licensee submits its payment to Licensor for the most recent semi-annual rental charges/rates owed by Licensee to Licensor, the Licensee shall submit to the Licensor certificate(s) by each company insuring Licensee for all liabilities of Licensee referred to hereunder. Charter's insurance carriers shall endeavor to provide thirty (30) days prior written notice of policy cancellation to Licensor. Cancellation notice will be provided for any reason othr than non-payment of premium and requires the Property Owner to provide Charter a valid contact name and e-mail address (with any changes to the contact name or e-mail address being the responsibility of the Property Owner). Licensor shall be named as additional insureds on such policy(ies) of insurance.

f. Licensee shall promptly advise the Licensor of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities on Poles by Licensee or its assigns, agents and/or employees. Copies of all accident reports and statements related to such claims made to the insurer by the Licensee, or others, shall be maintained and made available to the Licensor upon request.

2. Collateral (Surety Bond, etc.)

a. Licensee shall furnish a bond from a surety licensed to do business in the state of Connecticut or other evidence of financial security deemed acceptable to Licensor in an amount specified as follows, to guarantee the payment of any sums which may become due to the Licensor hereunder and any other charges for work performed for Licensee, by the Licensor, for which Licensee is responsible, including the removal of Licensee's Attachments, Overlashings and Facilities upon termination of any authorization issued hereunder, and any such amounts remain unpaid for more than thirtyy (30) days. Such bond or other satisfactory evidence of financial security provided by Licensee shall remain in effect until twenty-four (24) months after the end of this Agreement.

(i) Licensee shall furnish a bond, irrevocable letter of credit or other security satisfactory to the Licensor in the following amounts: Security in the amount of $20.00, shall be required for each authorized Attachment. The total amount of security required hereunder shall not exceed $300,000 or be less than $1,000. Security will not be required where Licensee's total Attachment authorizations do not exceed ten (10).

(ii) If the financial security is in the form of a bond or irrevocable letter of credit, such instrument shall be issued by a surety company or bank licensed to do business in the state of Connecticut. The instrument shall contain a provision that the surety company or bank will pay the Licensor within the dollar limits of the instrument any sum demanded by the Licensor as due under this Agreement, whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are paid by surety company or bank, the Licensee shall restore the surety bond or letter of credit to the full amount required under this Article V, within thirty (30) days after notice of such payment is sent to the Licensee.

(iii) The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

(iv) If Licensee provides Licensor with either (A) a copy of a written pole attachment agreement between Licensee and SNET d.b.a. AT&T Connecticut, Inc. and its successors and permitted assigns ("AT&T"), which was executed by both parties prior to June 30, 2010 and in which AT&T has explicitly stated that Licensee is not required to provide AT&T with a surety bond or any other form of collateral as security for the performance of Licensee's contractual obligations to AT&T under such pole attachment agreement, or (B) a notarized statement signed by an officer of Licensee that Licensee has an agreement with AT&T and that AT&T has not required Licensee to furnish a bond for at least five (5) years prior to the date of this Agreement, then Licensee shall be exempt from the requirement in this Article V, Section 2 to provide Licensor with a surety bond or other form of collateral, provided that such exemption for Licensee shall automatically expire if at any time in the future AT&T requires Licensee to provide, or Licensee agrees to provide AT&T with, a surety bond

or other form of collateral under a pole attachment agreement with AT&T.

ARTICLE VI
LIABILITY AND DAMAGES

1. Licensee (each an "Indemnifying Party") shall indemnify, hold harmless and defend Licensor and its officers, directors, employees, attorneys, agents and affiliates (collectively, the "Indemnified Party") from and against any and all claims, demands, causes of action and costs (including reasonable attorney's fees) ("Claims") for any damages to property or persons caused by the acts or omissions of the Indemnifying Party, its agents, contractors, employees or sublicenses; provided, however, that the indemnification obligations set forth in this Section VI(1) are limited to Claims arising out of, or associated with, the subject matter governed by this Agreement. An Indemnified Party shall notify the Indemnifying Party of any such claims, demands, causes of action and costs as soon as is reasonably practicable and shall cooperate in the defense of such matters.

2. In the event Licensee or Licensee's Attachments, Overlashings and/or Facilities physically or electronically damage or interfere with Licensor's, Other Licensee's or Other Owner's facilities, Licensee shall promptly repair such damage and eliminate such interference at Licensee's expense.

3. Should the Licensor remove Licensee's Attachments, Overlashings and/or Facilities from a Pole under Article VII, Revocation of Authorizations, the Licensor will deliver to the Licensee the Attachments, Overlashings and/or Facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due the Licensor. In the event that Licensee does not reimburse Licensor for the cost of removal, Licensor shall have the right to sell such removed Licensee Attachments, Overlashings and/or Facilities, with a power of public or private sale, to cover any amounts due the Licensor. Such remedy shall not operate to prevent the Licensor from pursuing, at its option, any other remedy in Law, equity or otherwise.

4. Licensor assumes no liability for failure to inspect any of Licensee's Attachments, Overlashings and/or Facilities.

ARTICLE VII
REVOCATION OF AUTHORIZATIONS; DISPUTE RESOLUTION

1. In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to revoke authorizations for the attachment of Attachment(s), Overlashing(s) or Facility(ies) previously granted to Licensee (but not the right to terminate this Agreement)where:

   a. the Licensee's Attachment(s), Overlashing(s) and/or Facility(ies) are maintained or used in violation of any Law, regulation or in aid of any unlawful act or undertaking; or

   b. the Licensee ceases to have authority to construct and operate its Attachment(s), Overlashing(s) and/or Facility(ies) on public or private property at the location of the particular Pole covered by the authorization; or

   c. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder and the applicable cure period, if any, has expired; or

   d. the Licensee attaches to a Pole without having first been issued written authorization therefore or Overlashes without providing the requisite notice; or

   e. the Licensee, subject to the provisions specified in Article IX (5), Assignment of Rights, should cease to provide its services; or

   f. the Licensees' Attachment(s), Overlashing(s) and/or Facility(ies) are used by others not a party to this Agreement and who have not been authorized by Licensor as specified in Article IV, Section 5, Unauthorized Attachments or Article IX, Section 5, Assignment of Rights; or

g. the Licensee sublicenses a portion of a licensed Attachment(s), Overlashing(s) and/or Facility(ies) to an entity not a party to this Agreement or permits a third party to Overlash to its Attachment(s), Overlashing(s) and/or Facility(ies) without permission from Licensor.

2. The Licensor will promptly notify the Licensee in writing of any instances cited in Article VII(1) preceding, upon its determination of the same. The Licensee shall take corrective action as necessary to eliminate the non-compliance with Article VII(1) and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, in addition to any other rights of Licensor under this Agreement, the Licensor may elect to (i) revoke the authorizations granted hereunder for Poles as to which such non-compliance continues to occur, or (ii) cure Licensee's non-compliance, in which case Licensee shall reimburse Licensor (within 30 days of Licensor's request for reimbursement) for all costs incurred by Licensor to cure Licensee's non-compliance with Article VII(1), and Licensee shall indemnify Licensor from any damage caused to Licensee's Attachment(s), Overlashing(s) and/or Facilities and/or other property resulting from Licensor's curative actions except that such indemnificaion shall not extend to any damage directly resulting from Licensor's willful misconduct or gross negligence.

3. This entire Agreement and all authorizations and rights granted under this Agreement may be immediately terminated by the Licensor if:

   a. The Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article V, Other Obligations of Licensee, will be or have been canceled or amended so that those requirements will no longer be satisfied.

   b. The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory security as required in Article V, Other Obligations of Licensee, Section 2.

   c. Any authorization which may be required by any Law, governmental or private authority for the construction, operation and maintenance of the Licensee's Attachment(s), Overlashing(s) and/or Facility(ies) on a Pole is denied, revoked, or canceled in a final, non-appealable order.

   d. Upon evidence from the Licensor to the Licensee that the use of any Pole or Poles is forbidden by Law and/or federal or state authorities, permission to attach to such Pole or Poles shall be immediately revoked and the Attachment(s), Overlashing(s) and/or Facility(ies) of the Licensee shall be removed at once from the affected Pole or Poles by the Licensee.

4. Licensee may at any time remove its Attachment(s), Overlashing(s) and/or Facility(ies) from a Pole after first giving the Licensor written notice of Licensee's intention to so remove. Before any Attachment(s), Overlashing(s) and/or Facility(ies) can be removed from a Pole, Licensee shall provide Licensor with completed copies of the forms in **Exhibits C and D** hereto which identify each Pole affected by Licensee's request to remove.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its Attachment(s), Overlashing(s) and/or Facility(ies) from the Poles within a reasonable period in light of the number of attachments (and if a reasonable period of time cannot be mutually approved by Licensor and Licensee, then Licensee shall have one year from the date of termination of this Agreement to perform such removal work); provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's Attachment(s), Overlashing(s) and/or Facility(ies) are actually removed from the Poles. If the Licensee fails to remove its Attachment(s), Overlashing(s) and/or Facility(ies) within the specified period, the Licensor shall have the right, but not the obligation, to remove such Attachment(s), Overlashing(s) and/or Facility(ies) at the Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee's services. In the event Licensor removes any of Licensee's equipment from Poles pursuant to this Section, Licensor may hold such equipment as security for the payment of any sums due under this Agreement or may sell such equipment at a public or private sale without notice to the Licensee or may turn such equipment over to the Licensee, or may do any

combination of these things. In the event that Licensor sells any of the Licensee's equipment, Licensor shall apply the proceeds to the payment of sums due under this Agreement and shall turn the balance, if any, over to the Licensee.

6. When Licensee's Attachment(s), Overlashing(s) and/or Facility(ies) are removed from a Pole, no Attachment to the same Pole shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such Pole attachment had been previously made and all outstanding charges due to the Licensor for such Pole attachment have been paid in full.

7. Dispute Resolution.

Either Party may, at any time, submit a dispute for resolution by the DPUC. If the DPUC (i) declines to exercise jurisdiction over the dispute or (ii) fails to issue a decision or order within 180 days of the submission of the dispute to the DPUC, then at any time thereafter either Party can seek relief from a court or agency of competent jurisdiction. Nothing herein shall prevent Licensee or Licensor from filing a complaint with the DPUC or another agency or court of competent jurisdictions at any time.

ARTICLE VIII
RATES AND CHARGES

The Licensee is responsible for payment of all rates and charges as specified elsewhere in this Agreement and as set forth below. Licensee shall be responsible for payment of the Application Fee and all charges for Make-Ready Work, in advance for work performed or expenses incurred by the Licensor regardless of whether Licensee subsequently withdraws its application for Attachment authorizations for the Poles on which such work was performed.

Licensee agrees that, in the event Licensee fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 1/2% per month for each month from the expiration of such period until payment is received by Licensor or the maximum interest rate permitted by Law, whichever is the lesser amount.

1. Agreement Establishment Fee
The Agreement Establishment Fee as specified in **Exhibit E** shall be due and payable upon the execution of this Agreement. Licensor shall be under no obligation to process Pole attachment applications prior to receipt of payment of this fee.

2. Application Fee

The Application Fee shall be included with each application submitted by Licensee to Licensor. The Application Fee includes Licensor's provision of engineering and Pre-Construction Survey. The Application Fee is comprised of two rate elements, a non-recurring charge per application and a per Pole charge. Licensor shall be under no obligation to accept any application without the Application Fee as specified in **Exhibit E**.

3. Pole Attachment License Fee/Third Party Overlash Fee

a. The Pole Attachment License Fee will be assessed on a per Attachment basis as set forth in the current schedule of rates in **Exhibit E**.

b. The Third Party Overlash Fee will be assessed on a per Pole basis as set forth in the current schedule of rates in **Exhibit E**. This fee is paid to the Licensor by the Sub Licensee and is in addition to the Pole Attachment License Fee paid by the Licensee. Provided, however, notwithstanding the foregoing provisions in this paragraph or any other provision in this Agreement, (y) Licensor will not charge the Third Party Overlash Fee in **Exhibit E** when Licensee seeks to overlash another Attachment owned by Licensee or its Affiliate, as long as (i) Licensee complies with the Overlash requirements in Article IV and this Agreement, and (ii) the Licensor determines that the proposed Overlashing does not fall outside of the vertical space or footprint reserved for the Licensee's original Attachment; and (z) Licensor will charge the Third Party Overlash Fee

in **Exhibit E** when Licensee seeks to overlash another Attachment owned, leased or controlled by an entity other than Licensee or its Affiliate.

c. If applicable Law requires Licensee to obtain and maintain a certificate of public convenience and necessity from the DPUC, then Licensee's Pole Attachment application shall state that it has obtained and maintains a certificate of public convenience and necessity from the DPUC; and upon request from Licensor, Licensee shall provide (within 5 days of Licensor's request) a copy of such certification.

4. Unauthorized Attachment/Un-Noticed Overlashing Fee

The Unauthorized Attachment Fee specified in **Exhibit E** will be charged on a per Pole basis for any post-Effective Date (i) unauthorized Attachment, unauthorized Facility, unnoticed Overlashing and/or unauthorized Third Party Overlashing, or (ii) unauthorized use of a Pole Attachment, Overlashing or Facility; provided, however, the Licensee's total Unauthorized Attachment Fee for an individual Attachment, Overlashing or Facility attached to a Pole shall not exceed the cap established by the DPUC in **Exhibit H** hereto, as it may be amended by the DPUC or pursuant to applicable Law.

5. Charges for Make-Ready Work, Rearrangement/Shifting, Post-Construction Inspection and Periodic Inspection

Make-Ready Work charges shall be billed and shall be payable up to forty-five (45) days prior to the commencement of work on individual Poles, according to the current Schedule of Rates in **Exhibit E**. Make-Ready Work Charges for proposed Attachments will reflect Licensor's provision of Post-Construction Inspections; and Licensor shall separately invoice and collect from the Licensee the cost of Licensor's Post-Construction Inspections for Overlashings. Rearrangement/Shifting charges and Periodic Inspection charges incurred by Licensor for Attachments and Overlashings will be billed according to the current Schedule of Rates in **Exhibit E**.

6. Bill Detail

Bills shall include sufficient detail of the fees and charges set forth therein.

7. Non-Conforming Construction/Shifting Fee

The Non-Conforming Construction/Shifting Fee specified in **Exhibit E**, will be charged on a per day and per Pole basis for (a) any non-conforming construction performed by the Licensee after the Effective Date which is not brought into conformance within the applicable time period identified in Article IV, Section 5 or (b) for any failure to timely perform rearrangements and shifting as set forth in Article IV, Section 7 or (c) pursuant to Article IV, Section 3(g) for Licensee's failure to timely shift or perform make-ready work on pre-Effective Date or post-Effective Date Licensee Attachment(s), Overlashing(s) and/or Facility(ies) in order to accommodate a request to attach to Pole(s) by any third party in accordance with the make-ready work and pole shifting time periods set forth in applicable Law, including in the DPUC's April 30, 2008 decision in Docket No. 07-02-13, as amended; provided, however, notwithstanding the foregoing, (y) Licensee's total Non-Conforming Construction/Shifting Fee for an individual Attachment and/or Overlashing to a Pole shall not exceed the cap established by the DPUC in **Exhibit H** hereto, as it may be amended by the DPUC or pursuant to applicable Law; and (z) Licensee will not be assessed a Non-Conforming Construction/Shifting Fee for each day during which (i) it is impossible for Licensee to timely shift or perform make-ready work on pre-Effective Date or post-Effective Date Licensee Attachment(s), Overlashing(s) and/or Facility(ies) due to the attachments of Licensor or a third party who is unaffiliated with Licensee and over whom Licensee has no control and (ii) during the period in which Licensee claims it was unable to perform such shifting and/or make-ready work Licensee has used commercially reasonable efforts to notify Licensor or the third party of the impediment caused by Licensor or such third party.

8. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in the Agreement, within thirty (30) days from the dates of billing thereof. If Licensee disputes any amount invoiced

by Licensor, Licensee shall make payment of the invoice in full and shall notify Licensor in writing of the disputed amount. Licensee may dispute any amount within ninety (90) days after the date that payment has been made. Licensee shall include any documentation supporting its position in such written notification. The Parties shall work together to resolve the dispute in an expeditious manner. In the event the dispute is resolved in the favor of the Licensee, or Licensor, then the other Party shall include interest calculated at the rate set forth above in Article VIII, Rates and Charges.

9. Amounts Due to Other Owners

Any references in this Agreement to payment, compensation, or reimbursement due to an Other Owner are separate from the rates and charges set forth in this Article VIII and **Exhibit E**, and shall remain payable by Licensee regardless of the rates and charges described here.

10. Amendment of Rates and Charges

With respect to the rates and charges set forth in this Agreement, including but not limited to those rates and charges set forth in this Article VIII and in **Exhibit E** hereto, the Licensor may elect to amend such rates and charges using either of the following two different approaches: (i) if Licensor determines that it is unnecessary to obtain approval from any governmental authority, including the DPUC, to amend such rates or changes, then Licensor may elect to amend such rates or charges upon providing thirty (30) days prior written notice thereof to Licensee and each such amended rate or charge shall automatically take effect upon the 30th day after Licensee receives such notice; or (ii) if Licensor determines that it is necessary to obtain approval from any governmental authority, including the DPUC, to amend such rates or charges, then such rates or charges shall automatically take effect on the date that the appropriate governmental authority has approved the Licensor's request to amend such rates or charges. In the event of any conflict between the terms of this paragraph and the other provisions or Exhibits in this Agreement, then the terms of this paragraph shall control.

ARTICLE IX
GENERAL TERMS AND CONDITION

1. Compliance with Applicable Laws

The Licensee and the Licensor shall at all times observe and comply with, and the provisions of this Agreement are subject to all applicable Laws, which in any manner affect the rights and obligations of the Parties; any such applicable Law shall automatically supersede any conflictingprovisions in this Agreement; and should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

Each Party shall also comply with applicable provisions of the Fair Labor Standards Act of 1938, as amended, and the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and with any rules and regulation under such Acts as well as other applicable Laws.

Licensee shall be responsible for obtaining from the appropriate authority any required authorizations to operate and/or maintain its Attachmetnts, Overlashings and/or Facilities on public and/or private property before it attaches, rearranges, or removes any Attachments, Overlashings and/or Facilities to any Pole(s). Licensee shall supply to such authorities any information pertaining to their installation as shall be legally required.

2. Rights in Poles

No use, however extended, of a Pole or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in such a Pole, but the Licensee's rights herein shall be and remain a revocable license. Licensor and the Other Owners, as applicable, are and shall remain the owners of all Poles, Anchors and Guy Strands covered by this Agreement.

3. Other Agreements

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Licensor with

respect to any agreement(s) and arrangement(s) which the Licensor has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for Attachments existing at the time of such future agreements or arrangements shall not be diminished. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s).

4. License Not Exclusive

Nothing herein contained or elsewhere shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Poles covered by this Agreement.

5. Assignment of Rights

Licensee shall not assign or transfer any authorization granted herein without the prior written consent of the Licensor except that Licensee may assign all of its rights and obligations granted herein to an Affiliate without prior consent in which case: (i) Licensee shall notify Licensor of such assignment or transfer to an Affiliate within thirty (30) days of the assignment, (ii) said assignment to an Affiliate shall not become valid until the assignee has provided Licensor with a written assignment & assumption agreement in which the assignee has contractually agreed to assume all of Licensee's rights and obligations hereunder and (iii) said assignment to an Affiliate shall not release Licensee of its obligations hereunder unless Licensor agrees in writing to release Licensee from its obligations hereunder.

6. Waiver of Terms and Conditions

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement to be in breach, to be in default or to be revoked or failure to declare any authorization granted hereunder to be revoked shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect.

7. Term of Revocable License.

The initial term of this Agreement shall be five (5) years and shall commence upon the Effective Date of this Agreement. Following the expiratin of said five-year initial term, unless previously revoked pursuant to its terms, this Agreement shall continue in effect thereafter until six (6) months after written notice of termination for convenience is given by either Party to the other Party; provided, however, that the termination of this Agreement by either Party shall not waive or release the contractual obligations of each Party that arose or accrued under this Agreement prior to such termination.

8. Entire Agreement

This Agreement supersedes all previous agreements between the Parties for maintenance and placement of Attachments, Overlashings and Facilities by the Licensee and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. It may not be modified or amended nor may any obligation of either Party be changed or discharged except in writing signed by the duly authorized officer or agent of the Party to be charged, except to the extent that this Agreement is automatically amended by applicable Law as described in Article IX, Section 1. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement. This Agreement may be executed in counterparts; and for purposes of this Agreement, a photocopy or facsimile copy of a signature page shall be deemed to be an original.

9. Notices

Any notice to be given to either Party under this Agreement shall be sent by (a) certified mail, return receipt requested and such notice shall be effective immediately upon being deposited in the United States mail, (b) overnight mail via a nationally recognized courier service (i.e., UPS or Federal Express) and such notice shall be effective upon delivery by said overnight courier, or (c) facsimile with a confirmation and such notice shall be effective upon confirmation of facsimile; and notices shall be addressed to:

Licensee:

Charter Communications
95 Higgins Street
Worcester, MA 01606
Attn: Vice President/General Manager

with a copy to:
Charter Communications
12405 Powerscourt Drive
St. Louis, Missouri 63131

Licensor: CL&P
107 Selden Street, Berlin, CT 06037
Attn: Vice President-Energy
Delivery Services
Fax: 1-860-665-5504

with a copy to:
Northeast Utilities Legal Dept.
107 Selden Street
Berlin, CT 06037
Attn: State Regulatory Attorney
Fax: 1-860-665-5504

10. Taxes

If the presence of the Licensee's Attachments, Overlashings and/or Facilities on Licensor's Poles causes Licensor to pay any new or additional tax which is attributable to, or results from, Licensee's Attachments, Overlashings and/or Facilities, Licensee shall reimburse Licensor to the full extent of such new or additional tax, as additional charges, within thirty (30) days of receiving a bill therefore from Licensor.

11. Governing Law

This Agreement shall be governed by, and interpreted according to, the laws of the State of Connecticut.

12. List of Exhibits

Exhibit A: Structure Access Request – Poles Connecticut

Exhibit B: Pole Data Sheet - Connecticut

Exhibit C: Notification of Removal of Pole Attachment By Licensee

Exhibit D: Pole Data Sheet – Removals

Exhibit E: Rates and Charges

Exhibit F: Diagrams of Certain Attachments (Showing one Attachment versus two Attachments)

Exhibit G: Details on Circumstances under which Overlashing is Permitted Upon Prior Notice to Licensor

Exhibit H: DPUC-Approved Caps on Unauthorized Attachment/Overlashing Fees and Non-Conforming Construction/Shifting Fees

[SIGNATURE PAGE TO FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

LICENSEE: CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC
By: Charter Communications, Inc., Its Manager

By: _____

Print Name: Gregory A. Garabedian

Title: Vice Present/General Manager, New England KMA

Date: 4-28-2011

LICENSOR: THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____

Print Name: Kenneth Lewis

Title: Vice President - Energy Supply Services

Date: 6/15/2011