

## CABLE TELEVISION FRANCHISE AGREEMENT (hereinafter the "Franchise")

An agreement, effective on such date of acceptance by Grantee recorded on the signature page of this Franchise; between Spectrum Mid-America, LLC., locally known as Charter Communications and Dodge County, Nebraska to construct, operate and maintain a cable television system in Dodge County, Nebraska.

SECTION 1.  
DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A) "Act" means The Communications Act of 1934, the Cable Communications Policy Act of 1984 as now or hereinafter amended.
- B) "Force Majeure" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.
- C) "Grantee" means Spectrum Mid-America l/k/a Charter Communications, its lawful successors, transferees or assignees.
- D) "Grantor" means Dodge County, a municipal corporation under the laws of the State of Nebraska.
- E) "Gross Revenues" means all service fees, installation charges, and all other fees or charges collected from the provision of Cable Services to subscribers of the System in the County. Gross Revenues shall not include (1) excise taxes; or (2) sales taxes or any other taxes or fees, including the franchise fee, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.
- F) "Person" means any corporation, partnership, proprietorship or organization authorized to do business in the State or any natural person.
- G) "Public Property" means any real property other than a Street owned by any governmental unit.

- H) "Street" means the surface of and the space above and below any street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now or hereafter held by the Grantor which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, confluent, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a System.
- D) "Subscriber" means a member of the general public who legally receives broadcast programming distributed by a cable television system and does not further distribute it.
- J) "System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:
1. a facility that serves only to retransmit the television signals of 1 or more television broadcast stations;
  2. a facility that serves subscribers without using any public right-of-way;
  3. a facility of common carrier which is subject, in whole or in part, to the provisions of subchapter II of the Act, except that such facility shall be considered a cable system (other than for purposes of §621(c) of the 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;
  4. an open video system that complies with §653 of the Act; or
  5. any facilities of any electric utility used solely for operating its electric utility system.

## SECTION 2. GRANT OF AUTHORITY

For the purposes of constructing, operating and maintaining a System within the territorial boundaries of the Grantor, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets, including over public right-of-way and through easements, within the Grantor such lines, cables, conductors, ducts, confluent, vaults, manholes, amplifiers, appliances, pedestals, attachments and other operating equipment as are necessary and pertinent to the operation of the System.

## SECTION 3. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

- A) This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of State and federal laws, rules and regulations.

- B) Grantee's rights are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise. Grantee shall comply with all applicable general laws enacted by the Grantor pursuant to that power.
- C) This Agreement may only be amended by agreement in writing and signed by duly authorized representatives of both the Grantor and the Grantee.

SECTION 4.  
TERRITORIAL AREA INVOLVED

This Franchise is granted for the territorial boundary of the Grantor.

SECTION 5.  
FRANCHISE TERM

This Franchise shall commence upon the effective date of this Agreement and shall expire the 20<sup>th</sup> day of May, 2035, unless renewed, revoked or terminated sooner as herein provided.

SECTION 6.  
FRANCHISE FEE PAYMENTS

Subject to applicable law, the Grantee shall pay the County a franchise fee in the amount of three percent (3%) of the Grantee's annual Gross Revenues (the Franchise Fee). The Franchise Fee shall be due and payable on March 1<sup>st</sup> of each year for the previous calendar year. The County shall have the right to inspect, at the Grantee's business office during normal business hours, the books and financial records of the Grantee compiled in the ordinary course of business necessary to verify Franchise Fee payments. The Franchise Fee shall be deemed to reimburse the County for the rights granted herein and for all costs of regulation and administration of the Franchise.

SECTION 7.  
FRANCHISE NON-EXCLUSIVE

The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, one or more additional franchises for a System in accordance with State and federal law; provided, however, no such future franchise shall be granted on terms more favorable or less burdensome than those contained herein. In the event a future franchise is granted on terms more favorable or less burdensome than those contained herein, then this Franchise shall be deemed amended as of the effective date of the future franchise to incorporate the more favorable or less burdensome term(s) or condition(s) herein.

SECTION 8.  
TRANSFER OR ASSIGNMENT OF FRANCHISE

The rights granted herein shall not be transferred or assigned by the Grantee without written notice to the County. Notwithstanding the foregoing, no notice shall be required for any transfer or assignment of the franchise to any entity controlling, controlled by or under the same common control as the Grantee.

SECTION 9.  
WRITTEN NOTICE

Notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the Persons designated below with signed receipt of delivery, or upon the date actually received as evidenced by certified mail, return receipt requested, or when delivered overnight with receipt verification. The receipt to be addressed as follows:

If to the Grantor:     Dodge County Clerk  
                              Courthouse - Room 102  
                              435 North Park  
                              Fremont, Nebraska 68025-4977

If to Grantee:         Director of Government Affairs  
                              5400 South 16<sup>th</sup> Street  
                              Lincoln, NE 68512  
                              (402) 421-0378  
                              Jeremiah.blake@charter.com

and

Charter Communications  
Attn: Senior Vice President, State Government Affairs  
601 Massachusetts Ave NW, Ste. 400  
Washington, DC 20001

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 10.  
REPAIR OF STREETS AND PROPERTY

Any and all Streets or Public Property or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Grantee, at its expense, and to a condition as good as that prevailing prior to Grantee's work.

SECTION 11.  
DAMAGES AND DEFENSES

- A) Grantee shall indemnify, defend and hold harmless the Grantor for all damages and penalties, at all times during the term of this Franchise, as a result of or due to Grantee's construction or operation of the System.
- B) In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
  - 1. Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
  - 2. Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
  - 3. Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

SECTION 12.  
FRANCHISE RENEWAL

This Franchise shall be renewed in accordance with applicable state and federal law.

SECTION 13.  
GRANTOR'S RIGHT TO REVOKE

In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Franchise and all rights and privileges pertaining thereto in the event that:

- A) Grantee violates any material provision of this Franchise; or
- B) Grantee practices any fraud upon the Grantor; or
- C) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt.

SECTION 14.  
REVOCATION PROCEDURES

- A) The Grantor shall notify the Grantee of its intention to revoke, terminate or cancel this Franchise. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation.
- B) Grantee shall have ninety (90) days or such additional period of time as may be reasonably necessary subsequent to receipt of the notice in which to correct the violation before the Grantor may formally revoke, terminate or cancel this Franchise. Grantee may, within thirty (30) days of receipt of the notice, notify the Grantor that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the Grantor shall stay the ninety (90) day period described above.

- C) The Grantor shall hear Grantee's dispute and shall determine whether a default or violation by Grantee has occurred. In the event that Grantor shall determine that a default or violation has occurred the Grantor shall supplement the decision with written findings of fact.
- D) If after hearing the dispute Grantee has been found to be in default, Grantee shall then have ninety (90) days from such a determination to remedy the violation or failure. At any time after that ninety (90) day period the Grantor may, by formal action at a public hearing affording reasonable notice and opportunity for Grantee to be heard, revoke, terminate or cancel this Franchise.
- E) If by reason of a Force Majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

SECTION 15.  
SEVERABILITY

If any term, condition or Section of this Franchise or the application thereof to any Person to circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or Section to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, conditions and Sections hereof shall, in all other respects, continue to be effective and to be complied with.

Considered and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Dodge County

BY: \_\_\_\_\_  
Chairman of the County Board of Supervisors

Accepted this \_\_\_ day of \_\_\_\_, 20\_\_, subject to applicable federal and state law.

Spectrum Mid-America, LLC., I/k/a Charter Communications

BY: \_\_\_\_\_  
Vice President, Local Government Affairs & Franchising

**DODGE COUNTY  
TIME WARNER ENTERTAINMENT - ADVANCE/NEWHOUSE PARTNERSHIP**

**CABLE TELEVISION FRANCHISE AGREEMENT  
(hereinafter the "Franchise")**

An agreement, effective the 21<sup>st</sup> day of May, 2005; between Time Warner Entertainment - Advance/Newhouse Partnership d/b/a Time Warner Cable and Dodge County, Nebraska to construct, operate and maintain a cable television system in Dodge County, Nebraska.

**SECTION 1.  
DEFINITIONS**

For the purpose of this Franchise, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A) "Act" means The Communications Act of 1934, the Cable Communications Policy Act of 1984 as now or hereinafter amended.

B) "Force Majeure" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.

C) "Grantee" means Time Warner Entertainment - Advance/Newhouse Partnership d/b/a Time Warner Cable, its lawful successors, transferees or assignees.

D) "Grantor" means Dodge County, a municipal corporation under the laws of the State of Nebraska.

E) "Gross Revenues" means all service fees, installation charges, and all other fees or charges collected from the provision of Cable Services to subscribers of the System in the County. Gross Revenues shall not include (1) excise taxes: or (2) sales taxes or any other taxes or fees, including the franchise fee, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.

F) "Person" means any corporation, partnership, proprietorship or organization authorized to do business in the State or any natural person.

G) "Public Property" means any real property other than a Street owned by any governmental unit.

H) "Street" means the surface of and the space above and below any street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive, or any public easement or right-of-way now or hereafter held by the Grantor which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a System.

I) "Subscriber" means a member of the general public who legally receives broadcast programming distributed by a cable television system and does not further distribute it.

J) "System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed 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 1 or more television broadcast stations;

(B) a facility that serves subscribers without using any public right-of-way;

(C) a facility of common carrier which is subject, in whole or in part, to the provisions of subchapter II of the Act, except that such facility shall be considered a cable system (other than for purposes of §621(c) of the 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;

(D) an open video system that complies with section 653 of the Act; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

## SECTION 2. GRANT OF AUTHORITY

For the purposes of constructing, operating and maintaining a System within the territorial boundaries of the Grantor, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the



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**SECTION 3.**  
**COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES**

- A) This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of State and federal laws, rules and regulations.
- B) Grantee's rights are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise. Grantee shall comply with all applicable general laws enacted by the Grantor pursuant to that power.
- C) This Agreement may only be amended by agreement in writing and signed by duly authorized representatives of both the Grantor and the Grantee.

**SECTION 4.**  
**TERRITORIAL AREA INVOLVED**

This Franchise is granted for the territorial boundary of the Grantor.

**SECTION 5.**  
**FRANCHISE TERM**

This Franchise shall commence upon the effective date of this Agreement and shall expire fifteen (15) years thereafter unless renewed, revoked or terminated sooner as herein provided.

**SECTION 6.**  
**FRANCHISE FEE PAYMENTS**

Subject to applicable law, the Grantee shall pay the County a franchise fee in the amount of three percent (3%) of the Grantee's annual Gross Revenues (the Franchise Fee). The Franchise Fee shall be due and Payable on March 1 of each year for the previous calendar year. The County shall have the right to inspect, at the Grantee's business office during normal business hours, the books and financial records of the Grantee compiled in the ordinary course of business necessary to verify Franchise Fee

payments. The Franchise Fee shall be deemed to reimburse the County for the rights granted herein and for all costs of regulation and administration of the Franchise.

**SECTION 7.**  
**FRANCHISE NON-EXCLUSIVE**

The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, one or more additional franchises for a System in accordance with State and federal law; provided, however, no such future franchise shall be granted on terms more favorable or less burdensome than those contained herein. In the event a future franchise is granted on terms more favorable or less burdensome than those contained herein, then this Franchise shall be deemed amended as of the effective date of the future franchise to incorporate the more favorable or less burdensome term(s) or condition(s) herein.

**SECTION 8.**  
**TRANSFER OR ASSIGNMENT OF FRANCHISE**

The rights granted herein shall not be transferred or assigned by the Grantee without written notice to the County. Notwithstanding the foregoing, no notice shall be required for any transfer or assignment of the franchise to any entity controlling, controlled by or under the same common control as the Grantee.

**SECTION 9.**  
**WRITTEN NOTICE**

Notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the Persons designated below with signed receipt of delivery, or upon the date actually received as evidenced by certified mail, return receipt requested, or when delivered overnight with receipt verification. The receipt to be addressed as follows:

If to the Grantor: Dodge County Clerk  
Courthouse – Room 102  
435 North Park  
Fremont, Nebraska 68025-4977

If to Grantee: Director of Operations  
Time Warner Cable  
5400 South 16th Street  
Lincoln, NE 68512

and

President  
Time Warner Cable  
5400 S. 16th Street  
Lincoln, NE 68512

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

**SECTION 10.**  
**REPAIR OF STREETS AND PROPERTY**

Any and all Streets or Public Property or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Grantee, at its expense, and to a condition as good as that prevailing prior to Grantee's work.

**SECTION 11.**  
**DAMAGES AND DEFENSES**

- A) Grantee shall indemnify, defend and hold harmless the Grantor for all damages and penalties, at all times during the term of this Franchise, as a result of or due to Grantee's construction or operation of the System.
- B) In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
- 1) Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
  - 2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
  - 3) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

**SECTION 12.**  
**FRANCHISE RENEWAL**

This Franchise shall be renewed in accordance with applicable state and federal law.

**SECTION 13.**  
**GRANTOR'S RIGHT TO REVOKE**

In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Franchise and all rights and privileges pertaining thereto in the event that:

- A) Grantee violates any material provision of this Franchise; or
- B) Grantee practices any fraud upon the Grantor; or
- C) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt.

**SECTION 14.**  
**REVOCAION PROCEDURES**

- A) The Grantor shall notify the Grantee of its intention to revoke, terminate or cancel this Franchise. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation.
- B) Grantee shall have ninety (90) days or such additional period of time as may be reasonably necessary subsequent to receipt of the notice in which to correct the violation before the Grantor may formally revoke, terminate or cancel this Franchise. Grantee may, within thirty (30) days of receipt of the notice, notify the Grantor that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the Grantor shall stay the ninety (90) day period described above.
- C) The Grantor shall hear Grantee's dispute and shall determine whether a default or violation by Grantee has occurred. In the event that Grantor shall determine that a default or violation has occurred the Grantor shall supplement the decision with written findings of fact.
- D) If after hearing the dispute Grantee has been found to be in default, Grantee shall then have ninety (90) days from such a determination to remedy the violation or failure. At any time after that ninety (90) day period the Grantor may, by formal action at a public hearing affording reasonable notice and opportunity for Grantee to be heard, revoke, terminate or cancel this Franchise.

- E) If by reason of a Force Majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

**SECTION 15.**  
**REMOVAL UPON REVOCATION**

Upon the final revocation, termination or cancellation of this Franchise as herein provided, Grantee shall, upon request of the County, remove all of its attachments and wires from poles used as authorized herein.

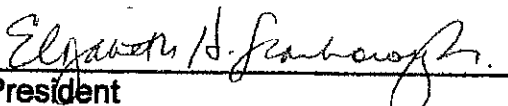
**SECTION 16.**  
**SEVERABILITY**

If any term, condition or Section of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or Section to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, conditions and Sections hereof shall, in all other respects, continue to be effective and to be complied with.

Dodge County

BY:   
Chairman of the County Board of Supervisors

Nebraska Division  
Time Warner Entertainment-Advance/Newhouse  
Partnership  
By: Time Warner Entertainment Company, L.P.,  
managing general partner

BY:   
Its: President

RESOLUTION No. RES 2000-007

**A RESOLUTION PROVIDING FOR THE CHANGE IN CONTROL  
OF A CABLE TELEVISION FRANCHISEE**

WHEREAS, the County of Dodge ("Franchising Authority") has granted a franchise to a subsidiary (the Franchisee) of Time Warner Inc. ("TWI") to provide cable television service:

WHEREAS, TWI and America Online, Inc. ("AOL") have entered into an Agreement and Plan of Merger (the "Merger Agreement") dated as of January 10, 2000;

WHEREAS, the Merger Agreement will result in a stock-for-stock merger (the Transaction) in which TWI and AOL will merge with subsidiaries of a newly formed holding company; and

WHEREAS, as a result of the Transaction both TWI and AOL will become wholly owned subsidiaries of the new company, AOL Time Warner Inc.; and

WHEREAS, the Franchising Authority has concluded the Transaction will result in a change of control of the Franchisee.

NOW, THEREFORE, BE IT RESOLVED BY FRANCHISING AUTHORITY:

1. To the extent required under the terms of the Franchise, the Franchising Authority authorizes and consents to any change in control of the Franchisee resulting from the Transaction.
2. The Franchisee shall remain responsible for all obligations under the Franchise.
3. The foregoing consent shall be effective upon the closing of the Transaction.

PASSED, ADOPTED AND APPROVED this 23 day of February, 2000.

By: \_\_\_\_\_  
Title:

Chairman, Board of Supervisors

ATTESTATION AND CERTIFICATION:

By: \_\_\_\_\_  
Title:

County Clerk

