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Fee Addendum One-Time Flat Fee Payment

This Addendum between:

Owner:

and

Operator

:

This Addendum is executed simultaneously with and shall operate to modify the Nonexclusive Installation and Service Agreement (the "Agreement") with an Effective Date of _____ 200 ____ between Owner and Operator. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain unamended and in full force and effect. All capitalized terms shall have the same meaning as set forth in the Agreement.

Fees:

In consideration of the exclusive Equipment use and marketing rights granted by Owner to Operator under the Agreement, Operator shall pay to Owner a one-time payment in the amount of _____ ("Exclusivity Payment"). Operator shall make the Exclusivity Payment to the Owner within ninety (90) days following full execution of the Agreement by both parties. In the event that any of Operator's exclusive rights under the Agreement are no longer valid or enforceable as a matter of law (because of subsequent legislation, litigation, administrative action, or otherwise), then Owner shall refund to Operator an amount ("Reimbursement Payment") calculated as follows:

Reimbursement Payment = Exclusivity Payment X (# of months remaining in term of the Agreement / total # of months in term of the Agreement [MSOffice1].)

Except for disclosure as required by public records law., Sec. 19.31—19.39, Wis. Stats, and only after giving Operator ample time to object in writing to disclosure per these laws, [The [MSOffice2] parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide

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interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein, or (v) as necessary to enforce its rights pursuant to this Agreement. All parties shall be directed to abide by the confidentiality provisions of this Addendum. Any disclosure of the terms of this section by Owner shall render null and void the terms of this Addendum but not the Agreement, and owner shall pay to Operator the Reimbursement Payment. This Addendum shall not be recorded.

The parties hereto, intending to be legally bound, have executed this Fee Addendum on the same date as the Agreement.

OPERATOR

[enter Charter entity legal name here]

[if not an LLC, check with Division Counsel for proper sig block]

By: Charter Communications, Inc., its Manager

OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

