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IDAHO PUBLIC UTILITIES COMMISSION

BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF CHARTER FIBERLINK)
ID – CCVII, LLC. FOR A CERTIFICATE OF)
PUBLIC CONVENIENCE AND NECESSITY)
TO PROVIDE FACILITIES- BASED AND)
RESOLD LOCAL EXCHANGE SERVICES)
WITHIN THE STATE OF IDAHO)

CASE NO. CFI-T-04-01

APPLICATION OF CHARTER FIBERLINK ID – CCVII, LLC

COMES NOW Charter Fiberlink ID – CCVII, LLC (the “Applicant”), a Delaware limited liability company, and hereby applies to the Idaho Public Utilities Commission (the “Commission”) for a Certificate of Public Convenience and Necessity authorizing Applicant to provide facilities-based and resold local exchange telecommunications and data communications services within the State of Idaho. In compliance with the Commission’s Rules and Regulations, the Applicant provides the following information.

I. DESCRIPTION OF THE APPLICANT

1. **Applicant’s Name and Address.** Applicant’s correct name and address are:

Charter Fiberlink ID – CCVII, LLC
12405 Powerscourt Drive
St. Louis, Missouri 63131-3674
Tel: (314) 965-0555
Fax: (314) 965-664

2. **Applicant’s Form of Business.** Applicant, a limited liability company, was organized under the laws of the State of Delaware on February 6, 2004. Applicant is duly authorized to engage in all lawful enterprises. Applicant’s Certificate of Authority to transact business in Idaho is attached

hereto at Exhibit "A". Applicant's articles of organization and operating agreement are attached hereto at Exhibit "B". A list of Applicant's officers and directors is attached hereto at Exhibit "C".

3. **Applicant's Attorneys' Names and Addresses.** The correct names, addresses and telephone numbers of Applicant's attorneys are:

Charles A. Hudak
Brad S. Macdonald
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: (770) 399-9500
Fax: (770) 395-0000

Mr. Hudak or Mr. Macdonald should be contacted in connection with questions regarding this Application, as well as any tariff-related matters.

4. **Authorized Representative.** Upon grant of certification, the Commission should direct all correspondence, inquiries, data requests, consumer inquiries or customer complaints to:

Carrie L. Cox
Director of Legal and Regulatory Affairs
Charter Fiberlink ID - CCVII, LLC
12405 Powerscourt Drive
St. Louis, Missouri 63131-3674
Tel: (314) 543-2567
Fax: (314) 965-6640
E-mail: ccox1@chartercom.com

with a copy to:

Charles A. Hudak
Brad S. Macdonald
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: (770) 399-9500
Fax: (770) 395-0000

5. **Idaho Offices.** Applicant does not maintain, and does not intend to maintain, an office in the State of Idaho. Applicant's registered agent and address for service of process in the State of Idaho is:

Charter Fiberlink ID – CCVII, LLC
c/o Corporation Service Company
1401 Shoreline Drive, Suite 2
Boise, Idaho 83702

6. **Description of Applicant's Owners.** As a limited liability company, Applicant has members instead of shareholders. CCVII Fiberlink, LLC owns one hundred percent (100%) of Applicant's membership interests. The address of CCVII Fiberlink, LLC's principal business office is 12405 Powerscourt Drive, St. Louis, Missouri 63131-3674. Charter Communications, Inc., in turn, indirectly owns one hundred percent (100%) of CCVII Fiberlink, LLC. The address of Charter Communications, Inc.'s principal business office is 12405 Powerscourt Drive, St. Louis, Missouri 63131-3674. No corporation, association or similar organization owns any other interest in Applicant. In addition, Applicant has not entered into any management agreement with any other entity.

7. **Description of Applicant's Subsidiaries.** At this time, Applicant has no subsidiaries.

II. DESCRIPTION OF APPLICANT'S PROPOSED SERVICES

8. **Description of Proposed Facilities.** Applicant intends to obtain or to otherwise deploy switching equipment, associated electronics, routers and computer equipment in the State of Idaho in order to support a full array of facilities-based and resold local exchange telecommunications and data communications service offerings. In addition, Applicant may lease transmission lines and unbundled network elements obtained from telecommunications and other providers operating in

Idaho. Currently, Applicant does not own, operate or control, directly or indirectly, transmission facilities that are capable of providing any local exchange telecommunications or data communications services in Idaho.

9. Description of Proposed Services.

A. Applicant's Initial Services. Initially, Applicant intends to offer only private line data services in Idaho. Such private line services will provide a dedicated connection between customer-designated locations on a point-to-point basis. Specifically, a customer may order the Applicant's private line data services between an Applicant point of presence ("POP") and another point on Applicant's network, between an Applicant POP and a point located at the customer's premises, or between two (2) customer locations. Applicant intends to offer its private line data services to business or commercial customers at various transmission speeds, including DS1, DS3, OC3, OC12 and OC48. Applicant's initial private line facilities will not be interconnected with the public switched telephone network.

B. Other Local Exchange Services. In the future, Applicant intends to provide a wide variety of traditional local voice and data services to business and residential customers in the State of Idaho. The facilities over which those services will be provided by Applicant will be interconnected with the public switched telephone network, and Applicant's services may include single and multi-line services; complex services such as CENTREX, high-capacity private line voice services and ISDN; access services; and optional CLASS service features such as call waiting, call forwarding, three-way calling, speed dialing, call return, unpublished number and caller identification.

C. **Billing and Customer Service Information.** Applicant intends to bill its customers directly for local exchange and intrastate, interexchange telecommunications services. The charges, based upon the rates which will be set forth in Applicant's tariffs, Applicant's name, and its toll free telephone number for customer assistance will appear on all invoices. In addition, customers may contact Applicant's customer service representatives regarding a broad range of service matters, including: (i) the types of services offered by Applicant and the rates associated with such services; and (ii) problems or concerns pertaining to the customer's current service. Applicant's customer service representatives will be able to assist customers twenty-four (24) hours per day, seven (7) days per week at (866) 207-3663.

10. **Service Territory.** Applicant proposes to serve the entire State of Idaho to the fullest extent permitted by the laws of the State of Idaho and the orders, rules and regulations of the Commission. Applicant's proposed services and facilities may compete with certificated incumbent and competitive telecommunications providers operating in the State of Idaho. The identity of such telecommunications providers includes Qwest, AT&T, MCI and numerous competitive local exchange carriers.

11. **Commencement of Service.** Inasmuch as Applicant's initial proposed service offerings do not involve the provision of services over network facilities that are interconnected with the public switched telephone network, Applicant intends to begin offering service as soon as practicable upon receiving Commission approval of its Application. In the future, Applicant intends to begin offering switched or interconnected local exchange telecommunications and data communications services upon executing, and receiving Commission approval of, any needed interconnection agreements with incumbent local exchange carriers ("ILECs").

12. **Tariff.** Applicant proposes to offer facilities-based and resold local exchange services within the State of Idaho as further described in its proposed tariff, attached hereto at Exhibit "D". Modifications to this tariff, once approved, shall be made on such notice as is required by the Commission's rules.

13. **Interconnection Agreements.** Applicant has not yet begun interconnection negotiations with any incumbent local exchange carriers in Idaho. Upon the execution of any such interconnection agreement, Applicant will submit such agreement to the Commission for approval pursuant to Section 252 of the Telecommunications Act of 1996.

IV. APPLICANT'S TECHNICAL, FINANCIAL AND MANAGERIAL QUALIFICATIONS

14. **Technical and Managerial Expertise.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. Biographical descriptions of certain members of Applicant's management team are attached hereto at Exhibit "E". Affiliates of Applicant currently provide a full range of local exchange telecommunications and data communications services in the states of Wisconsin and Missouri. Applicant will utilize the same dedicated telephony staff that is used by those affiliates to manage its telephone operations in Idaho. This staff is competent in all areas of telephone company management, including finance, operations, regulation, engineering, networking and sales. The core telephony staff of Applicant and its affiliates has over 100 years of industry experience in developing, managing, and operating all types of telephone entities and services.

Applicant intends only to operate in the State of Idaho. However, affiliates of Applicant have filed, or are in the process of filing, applications for authority to provide the telecommunications and

data communications services described herein throughout the United States. Neither Applicant nor any of its affiliates have been denied authority to provide intrastate telecommunications services in any state, and have not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (*e.g.*, slamming).

15. **Financial Capability.** Applicant has adequate access to the necessary capital to provide the services for which authority is requested in this Application. Although Applicant is a newly created telecommunications carrier, Applicant is ultimately owned by Charter Communications, Inc. (“Charter”), which is a publicly-held company (NASDAQ - CHTR). Applicant has the assurance of Charter that it will be provided with the financial resources necessary to provide continuous and reliable voice and data communications service in Idaho. During the nine-month period ending on September 30, 2003, Charter generated approximately \$3.6 billion in revenue and had approximately \$21.4 billion in assets. Recent financial statements of Charter, which demonstrate Applicant’s ability to provide the services proposed herein, are attached hereto at Exhibit “F”.

16. **Escrow Account for Advance Deposits.** At this time, Applicant does not intend to require advance deposits from customer in Idaho as a condition of initiating service. Before requiring advance deposits, Applicant will provide the Commission with a signed copy of Applicant’s security bond or escrow agreement with a bonded escrow agent.

17. **Compliance with Laws.** By submitting this application, and by participating in all proceedings necessary to effect certification, Applicant hereby asserts that it has reviewed the Commission’s rules, and that it is willing to comply with all rules and regulations that the Commission may impose subject to Idaho law as now or hereafter enacted. Accordingly, by this application, Applicant seeks such approval and authority as may be required for Applicant to provide

facilities-based and resold local exchange telecommunications and data communications services throughout the entire State of Idaho.

18. Public Interest, Convenience and Necessity. Commission approval of the matters described herein is in the public interest. The presence of another authorized local exchange carrier will provide additional choices to consumers, promote competition, and lead to the reduction of consumer costs for telecommunications and data communications services. Competition, in turn, will encourage efforts by other certificated telecommunications providers to broaden the range of choices for Idaho consumers of local exchange services. Applicant submits that, based on the information supplied herein, its proposed service offerings will provide Idaho consumers with high quality telecommunications and data communications products and services at reasonable rates while encouraging innovation and efficiency among all providers of such products and services in the state.

WHEREFORE, Applicant respectfully requests that the Commission:

- (1) Issue a Certificate of Public Convenience and Necessity authorizing it to engage in the provision of facilities-based and resold local exchange telecommunications and data communications services within the State of Idaho (as described in this Application);
- (2) Grant any other and additional relief that the Commission may deem just and proper.

Respectfully submitted this 17th day of March, 2004.

CHARTER FIBERLINK ID - CCVII, LLC

By: _____



Charles A. Hudak, Esq.

Brad S. Macdonald, Esq.

FRIEND, HUDAK & HARRIS, LLP

Three Ravinia Drive, Suite 1450

Atlanta, GA 30346

(770) 399-9500

Its Attorneys

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PUBLIC CONVENIENCE AND NECESSITY)
TO PROVIDE FACILITIES- BASED AND)
RESOLD LOCAL EXCHANGE SERVICES)
WITHIN THE STATE OF IDAHO)

CASE NO. _____

VERIFICATION

The undersigned attests that he has reviewed this filing on behalf of Charter Fiberlink ID - CCVII, LLC ("Applicant") in the above-mentioned proceeding; that it appears to be true and correct; and that it is hereby adopted on behalf of Applicant. By this application, and participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Idaho Public Utilities Commission may impose subject to Idaho law as now or hereafter enacted.

CHARTER FIBERLINK ID - CCVII, LLC

Mark Barber

Mark Barber

Vice President - Telephony

This document was signed in my presence
on the 15th day of March, 2004.

Joan Oatis
Notary Public

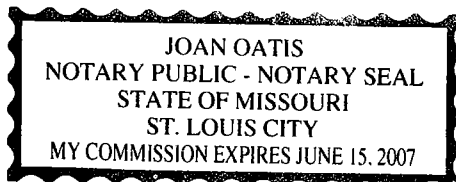


EXHIBIT "A"

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS



APPLICATION FOR REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

(Instructions on back of application)

2004 FEB 10 PM 2:04
SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Charter Fiberlink ID-CCVII, LLC

2. If the name of the limited liability company is not permissible or is not available in Idaho, the name the foreign limited liability company will use in Idaho is:

3. The jurisdiction under whose laws the limited liability company is organized is: Delaware
and the date of its formation was: 1/20/2004

4. The name and address of the registered agent in Idaho is:

Corporation Service Company, 1401 Shoreline Drive, Suite 2, Boise, Idaho 83702

5. The address of the limited liability company's office in the jurisdiction under whose laws it is organized is:

2711 Centerville Rd., ste 400, Wilmington DE 19808

6. The address of the limited liability company's principal office, if other than the address in #5 above, is:

12405 Powerscourt Dr., St. Louis, MO 63131

7. The address to which correspondence should be addressed is:

Legal Department, 12405 Powerscourt Dr., St. Louis, MO 63131

8. Signature of a manager, if any, or a member if there are no managers.

Signature *Patricia M. Carroll*
Typed Name Patricia M. Carroll
Vice President of Charter
Communications, Inc., Mgr.
Manager Member

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Revised 09/2002

Secretary of State use only

IDAHO SECRETARY OF STATE
02/10/2004 05:00
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WJ8541

Delaware

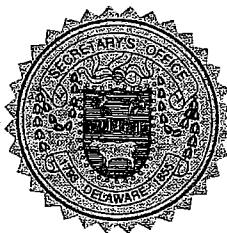
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CHARTER FIBERLINK ID-CCVII, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF FEBRUARY, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CHARTER FIBERLINK ID-CCVII, LLC" WAS FORMED ON THE TWENTIETH DAY OF JANUARY, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3754387 8300

040082922

AUTHENTICATION: 2915795

DATE: 02-06-04

Ben Yursa
Secretary of State

700 West Jefferson
PO Box 83720
Boise, ID 83720-0080

Telephone: (208) 334-2300
Fax: (208) 334-2282

sosinfo@idsos.state.id.us
www.idsos.state.id.us



STATE OF IDAHO
SECRETARY OF STATE

Business Entity
(208) 334-2301
Fax: (208) 334-2080
Uniform Commercial Code
(208) 334-3191
Fax: (208) 334-2847
Trademarks/Notaries
(208) 334-2300
Elections
(208) 334-2852
Fiscal
(208) 334-5355
Computer Services
(208) 334-5354

Dear Customer:

The enclosed document has been filed. The purpose of this letter is to inform you of the following annual requirements:

Each corporation, limited liability company and each limited liability partnership authorized to transact business in this state must deliver to the secretary of state for filing an annual report on a form provided by this office.

If an annual report is not received on or before the due date, the following will occur:

- 1) Domestic corporations and limited liability companies will be subject to administrative dissolution;
- 2) Foreign corporations will be subject to revocation of its authority to do business in Idaho;
- 3) Foreign limited liability companies will be subject to administrative cancellation;
- 4) Limited liability partnerships will lose their limited liability status and revert to general partnerships;

The form must be executed by a person authorized by the company, indicating such capacity, setting forth the name of the company, the state or country under whose law it is incorporated/organized, along with the names and addresses of its current registered agent and officers.

The first, and all subsequent annual reports shall be delivered to the secretary of state each year before the end of the month during which a corporation or limited liability company was initially authorized to transact business. (Please note: the first annual report is not due until 1 year after the initial filing date.)

A pre-printed report form will be mailed to the corporation prior to its due date. There is no filing fee if the corporation's annual report is received in this office by the date it is due. (A post mark date will not be accepted.)

A sample of the annual report you will receive is included on the back of this letter.

If you have any questions or need further assistance, please do not hesitate to contact this office at (208) 334-2301.

Very truly yours,

COMMERCIAL DIVISION
IDAHO SECRETARY OF STATE'S OFFICE

Enclosures: cited

EXHIBIT "B"

ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CHARTER FIBERLINK ID-CCVII, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JANUARY, A.D. 2004, AT 10:40 O'CLOCK A.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3754387 8100

AUTHENTICATION: 2878203

040038037

DATE: 01-20-04

CERTIFICATE OF FORMATION

OF

CHARTER FIBERLINK ID-CCVII, LLC

1. The name of the limited liability company is Charter Fiberlink ID-CCVII, LLC.
2. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Charter Fiberlink ID-CCVII, LLC this 19th day of January 2004.


Janeen G. Doxagalski
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHARTER FIBERLINK ID-CCVII, LLC

(a Delaware Limited Liability Company)

This LIMITED LIABILITY COMPANY AGREEMENT (as amended from time to time, this "Agreement") is entered into as of February 11, 2004, by CC VII Fiberlink, LLC, a Delaware limited liability company ("CCVII"), as the sole member of Charter Fiberlink ID-CCVII, LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, the Certificate of Formation of the Company was executed and filed in the office of the Secretary of State of the State of Delaware on January 20, 2004;

WHEREAS, CC VII Fiberlink, LLC is the sole member of the Company; and

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party hereby agrees as follows:

SECTION 1. *General.*

(a) *Formation.* Effective as of the date and time of filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act, 6 *Del.C.* § 18-101, *et. seq.*, as amended from time to time (the "Act"). Except as expressly provided herein, the rights and obligations of the Members (as defined in Section 1(h)) in connection with the regulation and management of the Company shall be governed by the Act.

(b) *Name.* The name of the Company shall be "Charter Fiberlink ID - CCVII, LLC." The business of the Company shall be conducted under such name or any other name or names that the Manager (as defined in Section 4(a)(i) hereof) shall determine from time to time.

(c) *Registered Agent.* The address of the registered office of the Company in the State of Delaware shall be c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware shall be Corporation Service Company, 2711 Centerville Road, Suite 400,

Wilmington, Delaware 19808. The registered office or registered agent of the Company may be changed from time to time by the Manager.

(d) *Principal Office.* The principal place of business of the Company shall be at 12405 Powerscourt Drive, St. Louis, MO 63131. At any time, the Manager may change the location of the Company's principal place of business.

(e) *Term.* The term of the Company commenced on the date of the filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware, and the Company will have perpetual existence until dissolved and its affairs wound up in accordance with the provisions of this Agreement.

(f) *Certificate of Formation.* The execution of the Certificate of Formation by Janeen Domagalski, Authorized Person, and the filing thereof in the office of the Secretary of State of the State of Delaware are hereby ratified, confirmed and approved.

(g) *Qualification; Registration.* The Manager shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and in which such qualification, formation or registration is required or desirable. The Manager, as an authorized person within the meaning of the Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

(h) *Voting.* Each member of the Company (if there is only one member of the Company, the "Member"; or if there are more than one, the "Members") shall have one vote in respect of any vote, approval, consent or ratification of any action (a "Vote") for each one percentage point of Percentage Interest (as defined in Section 7) held by such Member (totaling 100 Votes for all Members) (any fraction of such a percentage point shall be entitled to an equivalent fraction of a Vote). Any vote, approval, consent or ratification as to any matter under the Act or this Agreement by a Member may be evidenced by such Member's execution of any document or agreement (including this Agreement or an amendment thereto) which would otherwise require as a precondition to its effectiveness such Vote, approval, consent or ratification of the Members.

SECTION 2. *Purposes.* The Company was formed for the object and purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

SECTION 3. *Powers.* The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Act.

SECTION 4. *Management.*

(a) *Management by Manager.*

i) Charter, as the sole member of the Company, hereby elects Charter Communications, Inc., a Delaware corporation ("CCI"), or its successor-in-interest that acquires directly or indirectly substantially all of the assets or business of CCI, as the Company's manager (the "Manager"). CCI shall be the Manager until a simple majority of the Votes elects otherwise. No additional person may be elected as Manager without the approval of a simple majority of the Votes (for purposes of this Agreement, to the extent the context requires, the term "person" refers to both individuals and entities). Except as otherwise required by applicable law and as provided below with respect to the Board, the powers of the Company shall at all times be exercised by or under the authority of, and the business, property and affairs of the Company shall be managed by, or under the direction of, the Manager. The Manager is a "manager" of the Company within the meaning of the Act. Any person appointed as Manager shall accept its appointment by execution of a consent to this Agreement.

ii) The Manager shall be authorized to elect, remove or replace directors and officers of the Company, who shall have such authority with respect to the management of the business and affairs of the Company as set forth herein or as otherwise specified by the Manager in the resolution or resolutions pursuant to which such directors or officers were elected.

iii) Except as otherwise required by this Agreement or applicable law, the Manager shall be authorized to execute or endorse any check, draft, evidence of indebtedness, instrument, obligation, note, mortgage, contract, agreement, certificate or other document on behalf of the Company without the consent of any Member or other person..

iv) No annual or regular meetings of the Manager or the Members are required. The Manager may, by written consent, take any action which it is otherwise required or permitted to take at a meeting.

v) The Manager's duty of care in the discharge of its duties to the Company and the Members is limited to discharging its duties pursuant to this Agreement in good faith, with the care a director of a Delaware corporation would exercise under similar circumstances, in the manner it reasonably believes to be in the best interests of the Company and its Members.

vi) Except as required by the Act, no Manager shall be liable for the debts, liabilities and obligations of the Company, including without limitation any debts, liabilities and obligations under a judgment, decree or order of a court, solely by reason of being a manager of the Company.

(b) *Board of Directors.*

i) Notwithstanding paragraph (a) above, the Manager may delegate its power to manage the business of the Company to a board of natural persons designated as "directors" (the "Board") which, subject to the limitations set forth below, shall have the authority to exercise all such powers of the Company and do all such lawful acts and things as may be done by a manager of a limited liability company under the Act and as are not by statute, by the Certificate of Formation (as amended from time to time, the "Certificate"), or by this Agreement (including without limitation Section 4(c) hereof) directed or required to be exercised or done by the Manager. Except for the rights and duties that are assigned to officers of the Company, the rights and duties of the directors may not be assigned or delegated to any person. No action, authorization or approval of the Board shall be required, necessary or advisable for the taking of any action by the Company that has been approved by the Manager. In the event that any action of the Manager conflicts with any action of the Board, the action of the Manager shall control.

ii) Except as otherwise provided herein, directors shall possess and may exercise all the powers and privileges and shall have all of the obligations and duties to the Company and the Members granted to or imposed on directors of a corporation organized under the laws of the State of Delaware.

iii) The number of directors on the date hereof is one, which number may be changed from time to time by the Manager. The director as of the date hereof shall be as set forth on Exhibit A hereto, provided that Exhibit A need not be amended whenever the director(s) or his or her successors are changed in accordance with the terms of this Agreement.

iv) Each director shall be appointed by the Manager and shall serve in such capacity until the earlier of his resignation, removal (which may be with or without cause) or replacement by the Manager.

v) No director shall be entitled to any compensation for serving as a director. No fee shall be paid to any director for attendance at any meeting of the Board; provided, however, that the Company may reimburse directors for the actual reasonable costs incurred in such attendance.

(c) *Consent Required.*

i) None of the Members, Managers, directors, or officers of the Company shall:

- (1) do any act in contravention of this Agreement;
- (2) cause the Company to engage in any business not permitted by the Certificate or the terms of this Agreement;

(3) cause the Company to take any action that would make it impossible to carry on the usual course of business of the Company (except to the extent expressly provided for hereunder); or

(4) possess Company property or assign rights in Company property other than for Company purposes.

ii) One hundred percentage (100%) of the Votes shall be required to:

(1) issue limited liability company interests in the Company to any person;

(2) change or reorganize the Company into any other legal form;

(3) approve a merger or consolidation of the Company with another person;

(4) sell all or substantially all of the assets of the Company; or

(5) voluntarily dissolve the Company.

iii) In addition to any approval that may be required under Section 15(b) to the extent amendment of this Agreement is required for any of the following actions, the affirmative vote, approval, consent or ratification of the Manager shall be required to:

(1) alter the primary purposes of the Company as set forth in Section 2;

(2) issue limited liability company interests in the Company to any person;

(3) enter into or amend any agreement which provides for the management of the business or affairs of the Company by a person other than the Manager (and the Board);

(4) change or reorganize the Company into any other legal form;

(5) approve a merger or consolidation of the Company with another person;

(6) sell all or substantially all of the assets of the Company;

(7) operate the Company in such a manner that the Company becomes an "investment company" for purposes of the Investment Company Act of 1940;

(8) except as otherwise provided or contemplated herein, enter into any agreement to acquire property or services from any person who is a director or officer of the Company;

(9) settle any litigation or arbitration with any third party, any Member, or any affiliate of any Member, except for any litigation or arbitration brought or defended in the ordinary course of business where the present value of the total settlement amount or damages will not exceed \$5,000,000;

(10) materially change any of the tax reporting positions or elections of the Company;

(11) make or commit to any expenditures which, individually or in the aggregate, exceed or are reasonably expected to exceed the Company's total budget (as approved by the Manager) by the greater of 5% of such budget or Five Million Dollars (\$5,000,000);

(12) make or incur any secured or unsecured indebtedness which, individually or in the aggregate, exceeds Five Million Dollars (\$5,000,000), provided that this restriction shall not apply to (i) any refinancing of or amendment to existing indebtedness which does not increase total borrowing (including obligations under that certain Credit Agreement with Charter Communications Operating, LLC as the borrower, dated as of March 18, 1999, as amended and restated as of January 3, 2002 and as further amended and restated by the Second Amended and Restated Credit Agreement dated as of June 19, 2003 (the "Credit Agreement") and the Loan Documents (as defined in the Credit Agreement), all of which have been, and are hereby, ratified and confirmed), (ii) any indebtedness to (or guarantee of indebtedness of) any entity controlled by or under common control with the Company ("Intercompany Indebtedness"), (iii) the pledge of any assets to support any otherwise permissible indebtedness of the Company or any Intercompany Indebtedness or (iv) indebtedness necessary to finance a transaction or purchase approved by the Manager; or

(13) voluntarily dissolve the Company.

(d) *Board Meetings.*

i) *Regular Meetings.* Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board, but not less often than annually.

ii) *Special Meetings.* Special meetings of the Board may be called by the President or any director on twenty-four (24) hours' notice to each director; special meetings shall be called by the President or Secretary in like

manner and on like notice on the written request of Members holding a simple majority of the Votes. Notice of a special meeting may be given by facsimile. Attendance in person of a director at a meeting shall constitute a waiver of notice of that meeting, except when the director objects, at the beginning of the meeting, to the transaction of any business because the meeting is not duly called or convened.

iii) *Telephonic Meetings.* Directors may participate in any regular or special meeting of the Board, by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4(d)(iii) will constitute presence in person at such meeting.

iv) *Quorum.* At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate or this Agreement. If a quorum is not present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of such adjournment shall be given to any director not present at such meeting.

v) *Action Without Meeting.* Unless otherwise restricted by the Certificate or this Agreement, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all directors consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board.

(e) *Director's Duty of Care.* Each director's duty of care in the discharge of his or her duties to the Company and the Members is limited to discharging his duties pursuant to this Agreement in good faith, with the care a director of a Delaware corporation would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interests of the Company and its Members.

SECTION 5. *Officers.*

(a) *Officers.* The Company shall have such officers as may be necessary or desirable for the business of the Company. The officers may include a Chairman of the Board, a President, a Treasurer and a Secretary, and such other additional officers, including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Manager, the Board, the Chairman of the Board, or the President may from time to time elect. Any two or more offices may be held by the same individual.

(b) *Election and Term.* The President, Treasurer and Secretary shall, and the Chairman of the Board may, be appointed by and shall hold office at the pleasure of the Manager or the Board. The Manager, the Board, or the President may each appoint such other officers and agents as such person shall deem

