

APPENDIX A -PART 2

CONSUMER PROTECTION STANDARDS IN EFFECT
AFTER JULY 1, 2012

Section 1
SOLICITATION OF SUBSCRIPTIONS

1.1 Uniforms/Identification Cards/Name Badges. Each employee of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a Franchisee provided uniform and picture identification card clearly indicating his or her employment with the Franchisee (except that employees, such as salespeople, who do not provide installation or repair services are not required to wear uniforms). The photograph on the identification card shall be no smaller than 1.25 inches by 1 inch and shall be worn in such a way as to prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Franchisee. The parties acknowledge that each Franchisee service employee who routinely comes into contact with members of the public at their places of residence shall wear a uniform, in addition to the foregoing requirements with respect to identification cards, except to the extent such requirement is affected by or subject to any contractual agreement(s) between the Franchisee and any Person other than the City.

1.2 Subscription Information.

1.2.1 At the time of installation to the Subscriber who is receiving the installation, and at least once a year to all Subscribers, with a copy to DoITT, the Franchisee shall provide the following subscription information in a clear, complete and comprehensible form:

(i) a description of the Cable Services provided by the Franchisee, accompanied by a listing of the charges for each such Service, either alone or in combination;

(ii) a listing of all rates, terms and conditions for each Cable Service or tier of Cable Service, both alone and in combination, and all other charges, such as for installation, for application of Cable Service to additional television sets, for deposits on equipment, for stolen or lost converters and other equipment, for returned checks and for relocating cable outlets;

(iii) a general explanation of other devices which may be used in conjunction with the System, such as devices provided as contemplated in 47 C.F.R. § 76.1621, remote control devices, and parental control devices (to the extent technology enabling parental control capability is not already incorporated in other devices) and a listing of the Franchisee's charges for connecting such devices to the System;

(iv) a description of the Franchisee's billing and collection procedures (including payment requirements to avoid disconnection of service), the use of payment coupons, the amount of any applicable late fees, and a description of the option of paying in person, consistent with these consumer protection standards;

(v) the procedure for the resolution of billing disputes;

(vi) a description of the Franchisee's policies concerning credits for service interruptions and outages, consistent with these consumer protection standards;

(vii) an explanation of the procedures and charges, if any, for upgrading, downgrading or disconnecting Services, consistent with these consumer protection standards;

(viii) the required time periods for installation requests, consistent with these consumer protection standards; and

(ix) a statement that all Franchisee employees, contractors, or subcontractors who routinely come into contact with members of the public at their places of residence shall wear a uniform and Franchisee identification card, to the extent required by Section 1.1, which they shall prominently display and show to all such members of the public.

1.2.2 Within fifteen (15) days of a written request by the Commissioner to the Franchisee, the Franchisee shall provide the Commissioner with a written description of Franchisee's procedures for accommodating non-English speaking Subscribers ("Franchisee's Non-English Procedures").

1.2.3 The Franchisee shall deliver three (3) copies of all such subscription information to the Commissioner within three (3) days after distributing it to the first Subscriber or potential Subscriber. The Franchisee agrees that the City assumes no liability for the subscription information by virtue of its review of such information.

1.3 Right of Rescission. Anyone who requests the installation of Cable Service from the Franchisee shall have the right to rescind such request at any time prior to the point in time at which physical installation upon the premises begins. Anyone who requests a particular Service from the Franchisee shall have the same right of rescission, except that such right shall expire once the requested Service is actually received by such Person.

Section 2 **INSTALLATION**

2.1 Information Provided to Subscribers.

2.1.1 At the time of installation, the Franchisee shall provide each Subscriber with certain literature. Such literature, which need not be bound together, shall constitute the "Welcome Kit." The Welcome Kit shall provide the following information, materially accurate as of the first day of the previous month, in a clear, complete and comprehensible form:

(i) the location, hours of operation and telephone number(s) for each of the Franchisee's existing Walk-In Centers (as defined hereinafter) and a telephone number for information as to where each Payment Center is located;

(ii) the local and/or toll-free telephone number for the Franchisee's customer service telephone system, including any cable information service line established by

the Franchisee (which is described further in this Appendix A), accompanied by a brief description of the services and information that may be obtained by dialing each number;

(iii) a general description of how equipment, including, but not limited to, devices provided as contemplated in 47 C.F.R. § 76.1621, wireless remote control devices, parental control devices (to the extent technology enabling parental control capability is not already incorporated in other devices) is obtained and used in conjunction with the System, and the terms for rental and loaner equipment, including deposit requirements, if any, and procedures for return of equipment and the Subscriber's liability for lost, stolen or damaged equipment; and closed captioning equipment language conforming to and reflecting federal law language;

(iv) the policies governing the Service Interruptions, Significant Service Interruptions, Outages and Significant Outages, as defined in Section 6.2.1 of this Appendix A, and repair service;

(v) the policies and procedures for obtaining credits consistent with Section 10 of this Appendix A and the return of any deposits;

(vi) the complaint resolution process, including notice that anyone who is dissatisfied with the way in which the Franchisee has handled a complaint has the right to speak to a Franchisee supervisor or to contact the NY PSC and the City at the addresses and telephone numbers listed in the Welcome Kit (which address and telephone number of the City may be changed by the Commissioner, in a notice to be provided to the Franchisee, from time to time);

(vii) the procedures by which the Subscriber will be notified of any rate increases, any change in programming Services (as defined in Section 8.1.1 of this Appendix A), any change in the price or conditions for the rental of equipment, any change in the location or hours of the Walk-In Centers, any change in billing practices, practices regarding Service interruption, or any significant change in the policies or information set forth in the Welcome Kit;

(viii) the requirements concerning Subscriber privacy which are set forth in the Cable Act or any rules or regulations established by the City pursuant to Section 16.2 of this Agreement;

(ix) if provided to the Franchisee by the City in a format reasonably acceptable to the Franchisee: (A) a listing of the currently available Public and Governmental/Educational Access Channels, (B) a description of the purposes and uses of such Channels, and (C) general information regarding how a Person can utilize or obtain further information regarding such Channels (which further information requirement may be satisfied by providing the telephone number of the CAO or operator of the Government/Educational Access Channels, as the case may be); Franchisee shall also make the foregoing information available on its website, subject to Franchisee's technical capability to do so, including, but not limited to, limitations with respect to character capacity;

(x) the rules governing the termination of Cable Service;

(xi) the rules governing compensation for damage done by the Franchisee's employees or its agents to Subscriber property in connection with the installation, repair or disconnection of Cable Service; and

With respect to the provision of the Welcome Kit to new Subscribers, the Franchisee shall also provide any information to such Subscribers that is required by applicable law but is not listed above.

2.1.2 The Franchisee shall train and make available customer service representatives to aid by telephone visually impaired consumers who cannot read the Welcome Kit. The Franchisee shall also make available by telephone bilingual customer service representatives to communicate with non-English speaking consumers regarding the information contained in the Welcome Kit.

2.1.3 The Franchisee shall distribute the then current version of the Welcome Kit to all new Subscribers at the time of installation, and to any other person on request. Any Person who makes such a request in person to a customer service representative or salesperson of the Franchisee must be supplied with a copy of the Welcome Kit immediately. The Franchisee must mail, by first class, the Welcome Kit to any Person who requests one by telephone within ten (10) business days of such request. The Franchisee shall notify all Subscribers of the availability of the Welcome Kit electronically on the System from time to time.

2.1.4 The Franchisee shall provide each customer service representative and each salesperson of the Franchisee with copies of the most current Welcome Kit and shall advise them of the requirements of this Section 2.1 of this Appendix A.

2.1.5 The Franchisee shall submit the Welcome Kit, as well as any subsequent updates of it, to the Commissioner within three (3) days after distributing it to the first Subscriber or potential Subscriber and from time to time thereafter upon the Commissioner's request.

2.1.6 The Franchisee may comply with the requirements of 1.2.1 and 2.1.1 by providing the Subscriber with information as to the availability of such information electronically provided that: (a) all the information required pursuant to such requirements is collected and available via one web link, such as, for example, www.cablevision/welcomekit.com, and (b) the Subscriber has the option and is informed of the option to receive from Franchisee at no charge a paper printout of the material thus available at such web link.

2.2 Channel Line-Up. The Franchisee must either (i) provide Subscribers with a Channel Line-up card for all Cable Services which shall be updated on an annual basis thereafter; or (ii) provide Subscribers with dial location information electronically on screens that can be controlled by the consumer, provided, however, that the Franchisee shall automatically provide such a card (and annual updates thereof) to all Subscribers who cannot access such information electronically, and shall further provide such a card to any Subscriber upon request.

2.3 Procedure for Installation

2.3.1 Once a request for Cable Service is received, the Franchisee shall offer "appointment window" time blocks of not more than four (4) hours, for the selection of the Subscriber or potential Subscriber, during which the Franchisee's work crew shall arrive to perform the installation of the necessary equipment to receive Cable Service. The Franchisee shall use reasonable efforts to complete the installation during that appointment.

2.3.2 The Franchisee shall provide installation services (including initial installation, upgrades and additional outlets) continuously at least during the periods of 8:00 a.m. to 5:00 p.m. on weekdays and Saturdays. As required by Section 5.3 of the body of this Agreement, the Franchisee shall provide installation throughout its Franchise Area on a nondiscriminatory basis.

2.3.3 Consistent with the terms of Article 5 of the Franchise, unless a later date is requested by a potential Subscriber, the Franchisee shall complete installation of Cable Service for any new Subscriber and any upgrade or downgrade for any existing Subscriber within seven (7) business days after any such request is received (subject to such exceptions as are described in Sections 5.3 and 5.4 of the Agreement), provided that if weekend installation is requested, installation shall be completed by no later than the fourth (4th) Saturday following the date the request is received. Notwithstanding the foregoing, such time period shall not apply to any building not currently wired for Cable Service as to which the Franchisee is, upon a showing to and with the approval of the Commissioner, in compliance with its obligations regarding access to such building pursuant to Article 5 of the body of this Agreement, or except as provided in Section 18.5 of the body of this Agreement.

2.3.4 The Franchisee shall comply with the procedures set forth in Section 11.3 of this Appendix A regarding contact with Subscribers to perform any visit to a Subscriber's premises to perform its obligations under this Section 2.3.

2.4 Nature of the Request for Installation

2.4.1 The Franchisee shall not discriminate among Subscribers or potential Subscribers because someone living in the same household is already or was a Subscriber, unless the Franchisee can demonstrate, to the Commissioner's satisfaction, that: (i) the Franchisee has a reasonable basis for believing that a Person(s) living in the household is (are) attempting to deceive the Franchisee or (ii) such Person(s) has (have) failed to respond to a reasonable request from the Franchisee for information which would enable the Franchisee to determine whether such Person(s) is (are) entitled to receive Cable Service.

2.5 Records of Requests for Cable Service

2.5.1 The Franchisee shall keep records capable of showing all requests for Cable Service, which shall contain, with respect to each request for Cable Service, the City block number for the block on which the Person requesting Service resides or is otherwise located, the name and address of the Person requesting Cable Service, the date on which Cable Service was requested, the date and appointment period on which Cable Service was scheduled to be provided and the date and appointment period on which Cable Service was actually provided. In

the event that the Franchisee is unable to provide Cable Service, the Franchisee shall keep records showing in reasonable detail the number of attempts the Franchisee has made to provide such Cable Service and the reason the Franchisee was unable to provide Cable Service. These records shall be assembled continuously.

2.5.2 Any information in the records required by Section 2.5.1 may be destroyed six (6) years after such information was collected, unless the Commissioner and the Comptroller authorize the Franchisee, in writing, to destroy any information required by Section 2.5.1 prior to the expiration of such six (6) year period. However, the Commissioner may require the Franchisee to retain such information for a longer period of time or may require that the information be turned over to the Commissioner in lieu of its destruction in accordance with Section 11.1 of the body of this Agreement.

2.5.3 A report summarizing the information contained in the records required by Section 2.5.1 regarding all requests for Cable Service for the preceding quarter shall be submitted in written or electronic form to the Commissioner by the forty-fifth (45th) day following the end of each calendar quarter, containing the following information

- (i) the number of requests for Standard Installations;
- (ii) the number of Standard Installations made;
- (iii) the number of Standard Installation and service appointments made;
- (iv) the number of Standard Installation and service appointments met; and
- (v) the number of Standard Installations and service appointments rescheduled by the Franchisee.

To the extent permitted by state and federal privacy laws, upon request of the Commissioner, the Franchisee shall cooperate in good faith with the Commissioner to verify and supplement the information contained in the report required by the preceding sentence and the Franchisee's compliance with its obligations under Section 2.5.1; provided, however, that nothing herein shall be construed to require the Franchisee to disclose any records or information, the disclosure of which would be inconsistent with Franchisee's obligations pursuant to applicable state or federal privacy laws, including, but not limited to, any records or information collected and retained by the Franchisee pursuant to Section 2.5.1 hereof. The Commissioner may waive the submission of such records as the Commissioner deems appropriate.

Section 3

WALK-IN AND PAYMENT CENTERS; EMPLOYEE TRAINING; TELEPHONE ACCESS

3.1 Walk-In Centers and Payment Centers

3.1.1 A "Walk-In Center" as that term is used in this Appendix A shall mean a location where Subscribers or potential Subscribers may conduct in person any of the activities

or transactions which such may conduct over Franchisee's telephone lines (including, without limitation, scheduling, rescheduling or cancelling installation or services calls, obtaining information about rates, services and the Subscriber's account, and expressing complaints) and also obtain, return or exchange equipment provided by Franchisee (such as converter boxes, remote controls and CableCARDS) and make payments or if applicable obtain refunds. Franchisee shall maintain at least one Walk-In Center in the Franchise Area. The Walk-In Centers within the Cablevision Service Area are located, as of July 1, 2011, at the addresses set forth in Exhibit 1 attached hereto. The Franchisee shall notify Subscribers and the Commissioner of any change in the location of a Walk-In Center in the Franchise Area, and in any event each Walk-In Center shall be conveniently located near mass transit.

3.1.2 Except on the legal holidays recognized by the City of New York, a list of which shall be supplied to the Franchisee upon request to the Commissioner, these Walk-In Centers shall be open continuously for at least nine (9) hours on weekdays and Saturdays. These hours of operation may be reduced only with the prior approval of the Commissioner. The Franchisee shall staff each Walk-In Center so it is capable of providing on Saturday and Sunday the same level of service it provides during any weekday, such that waiting time for any service on Saturday is not significantly different from any weekday.

3.1.3 The Walk-In Centers shall be designed so as to provide access in accordance with applicable law.

3.1.4 The Franchisee shall maintain on file at each Walk-In Center, and on its website, for public inspection current copies of its billing practices and payment requirements and promotional and general informational materials (including monthly bill stuffers) and shall keep such records at its central office for a period of two (2) years, to be mailed or otherwise delivered to a specified Walk-In Center within a reasonable time upon the City's or a Subscriber's request. The foregoing records shall be maintained independent of, and in addition to, Franchisee's public inspection file maintained pursuant to 47 C.F.R. § 76.1700.

3.1.5 The Franchisee agrees to use reasonable efforts to monitor Franchisee's Payment Centers (as defined below) to ensure that such Payment Centers are operating in a manner consistent with the terms of this Appendix A, to the extent applicable; provided, however, that nothing herein shall be construed to limit any rights Franchisee may have or liabilities Franchisee may incur pursuant to applicable law or the terms of this Appendix A. For purposes of this Appendix A, "Payment Center" shall be defined as a facility operated by a third party where Subscribers may make payments for services or equipment provided by Franchisee.

3.2 Training of Employees

3.2.1 Franchisee employees who regularly come in contact with the public shall be trained to perform efficiently the various tasks, including responding to consumer inquiries and complaints, necessary to provide consumer services in a responsible and courteous manner.

3.2.2 All Franchisee employees shall identify themselves by name or pre-assigned identification number when answering Franchisee telephone lines routinely used by members of the public. The Franchisee shall maintain a system to enable the Franchisee to identify the particular employee who answered any telephone call in such manner.

3.2.3 Franchisee employees shall refer any Person who is dissatisfied with the resolution or handling of any complaint concerning the Franchisee to a supervisor. Franchisee supervisors shall be available to speak to such Persons. If, due to unforeseen circumstances, a supervisor is temporarily unavailable to speak with such a Person, then that Person will be contacted by a supervisor as soon as practicable. If the Subscriber is not contacted by the supervisor or otherwise requests such information, a nonsupervisory employee shall inform the Subscriber of the foregoing information.

3.2.4 The Franchisee shall ensure that some employees at its office speak any language used by a substantial percentage of the Franchisee's Subscribers with whom they come into contact in the course of their employment.

3.2.5 To the extent the Franchisee uses contractors or subcontractors who regularly come into contact with the public on the Franchisee's behalf, the Franchisee shall ensure that such contractors or subcontractors receive the training and follow the procedures outlined in Sections 3.2.1-3.2.4 above.

3.3 Telephone Lines

3.3.1 The Franchisee shall have local telephone lines for receiving requests for repair or installation services, for reporting service interruptions and for responding to billing questions. These lines shall be answered twenty-four (24) hours per day, seven (7) days per week, with an answering service or automated device answering them outside of normal business hours (during which hours these lines shall be answered by Franchisee employees on request). For purposes of this Section 3.3.1, normal business hours shall have the meaning set forth in 47 C.F.R. § 76.309 and 16 NYCRR § 890.61. If calls concerning service interruptions or outages are received, the answering service or automated device shall (i) at the end of the recorded message, permit Subscribers to report service interruptions or outages and to leave their name and account number, if available, for a credit; (ii) contact the person authorized by the Franchisee to initiate corrective measures; and (iii) with respect to outages known to the Franchisee, provide up-to-date information on outages, such as the suspected cause, the efforts underway to correct the problem and the estimated time when Service will be restored. The answering service or automated device shall record calls concerning billing questions, complaints, or other matters and Franchisee employees shall return any such call no later than the next business day after the answering service or automated device takes the message.

3.3.2 The Franchisee shall operate these telephone lines in compliance with the Franchisee's Plan for Non-English Speaking Consumers.

3.4 Standard of Service for the Telephone System

3.4.1 The Franchisee shall maintain a telephone system throughout the term of this Agreement which shall be capable, at a minimum, of meeting each of the following standards, subject to the provisions of Section 3.4.2 below:

- (i) each telephone call shall be answered within four (4) rings;

(ii) callers shall receive a busy signal not more than three percent (3%) of the time in any one (1) month period;

(iii) callers shall not be kept on hold for longer than thirty (30) seconds, even during peak periods, without having the option of being transferred to the overflow device described in subsection (iv);

(iv) an overflow device shall be installed to permit anyone who is on hold for thirty (30) seconds to leave a message, containing such information as his or her name, address, account number, if available, time of the call, telephone number and brief description of the reason for the call, which call shall be returned by Franchisee on a first priority basis as soon as possible and in no event later than the next business day after the message is recorded;

(v) no more than ten percent (10%) of all calls (measured on a quarterly basis) shall be kept on hold for thirty (30) seconds;

(vi) any automated menu system shall provide, within ninety (90) seconds (or one hundred twenty (120) seconds during peak periods), an opportunity, which may include pressing "0" or remaining on the line without entering a menu option, for the caller to connect to a customer service representative; and

(vii) all menus and subsidiary menus shall provide an opportunity to connect to a customer service representative.

3.4.2 Reasonable variations in these performance standards shall be permitted during abnormal operating conditions, including, by way of illustrative example, during trunk line failures or other events beyond Franchisee's control.

3.4.3 Franchisee shall provide quarterly reports to the Commissioner containing information relevant to the question of whether its telephone system continues to conform to Section 3.4.1 of this Appendix. If the Commissioner determines, based on complaints or any other evidence, that Franchisee's telephone service does not meet the standards set forth in this Section 3.4, or any variations in those standards previously agreed to by the Commissioner, then the Commissioner has the authority to order Franchisee to take appropriate action to meet such standards. Failure of the Commissioner to issue such order, however, shall not constitute a waiver of the City's rights with respect to any failure by Franchisee to comply with its obligations pursuant to this Appendix or this Agreement.

Section 4 **BILLING**

4.1 The Format of a Subscriber's Bill

4.1.1 The bill shall be designed in such a way as to present the information contained therein clearly, comprehensibly and accurately to Subscribers.

4.1.2 The bill shall contain itemized charges for each category of Cable Service and piece of equipment for which a charge is imposed (including late charges, if any), an explicit due date, the name and address of the Franchisee and telephone number for the Franchisee's office responsible for inquiries, billing, the NY PSC's toll-free Subscriber Assistance telephone number and the telephone number specified by the Commissioner for the resolution of billing disputes. The bill shall state the billing period, amount of current billing and appropriate credits or past due balances, if any. Unless prohibited by law, the Franchisee may accurately designate that portion of a Subscriber's bill attributable to the amount of any compensation payment to be made by the Franchisee or any other Person to the City pursuant to this Agreement.

4.1.3 If the Commissioner determines, based on complaints or any other evidence, that the format of the bill should be redesigned so as not to be misleading or to comply with the terms and conditions of these consumer protection standards, the Commissioner may issue an order requiring the Franchisee to redesign such format and the Franchisee shall be given a reasonable time to do so.

4.2 Billing Procedures

4.2.1 All bills shall be rendered monthly, unless otherwise authorized by the Subscriber, or unless service was provided for less than one (1) month (because, for example, the Subscriber received service, from activation to cancellation, for less than one month.)

4.2.2 The Franchisee shall use reasonable efforts to cooperate with any regulated and accredited banking or financial institution that provides Subscribers with an optional payment mechanism whereby they can directly pay any bills electronically from their residence or business, when such mechanism is economically and technically feasible and viable, and provided that the Commissioner may reduce or relieve the Franchisee of such obligations where such relief is appropriate in light of the circumstances, including the nature of the institution and the burden to the Franchisee. To the extent permitted by applicable law, the Franchisee may "pass through" to the Subscriber any charges imposed on the Franchisee in connection with such bill payment by any such institution, so long as the Franchisee provides prior notice of such charge to the Subscriber.

4.2.3 The Franchisee shall credit any Subscriber who has voluntarily interrupted Cable Service, pursuant to the requirements established by the Franchisee, with a rebate on his or her monthly bill for the period(s) during which service was voluntarily interrupted, provided that the Franchisee may charge any such Subscriber a reconnection charge.

4.2.4 Any returned check charge imposed by the Franchisee shall be consistent with the requirements of New York General Obligations Law Section 5-328 or any successor provision thereto.

4.3 Procedures for Collecting Late Bills

4.3.1 No bill shall be due less than fifteen (15) days from the date of the mailing of the bill by the Franchisee to the Subscriber.

4.3.2 A bill shall not be considered delinquent until at least forty-five (45) days have elapsed from the mailing of the bill to the Subscriber and payment has not been received by the Franchisee, provided that no bill shall be mailed more than fifteen (15) days prior to the date Cable Services covered by such bill commence, except in cases where a Subscriber requests advance billing. Late fees not to exceed the maximum percent allowed by law may be applied to a delinquent bill, so long as the billing dispute resolution procedures set forth in Section 4.4 of this Appendix A have not been initiated.

4.3.3 The Franchisee shall not physically or electronically discontinue Cable Service for nonpayment of bills rendered for Cable Service until: (i) the Subscriber is delinquent in payment for Cable Service; and (ii) at least five (5) days have elapsed after a separate written notice of impending discontinuance has been served personally upon a Subscriber; or (iii) at least eight (8) days have elapsed after mailing to the Subscriber a separate written notice of impending discontinuance (for which postage is paid by the Franchisee), addressed to such Person at the premises where the Subscriber requests billing; or (iv) at least five (5) days have elapsed after a Subscriber has either signed for or refused a certified letter (postage to be paid by the Franchisee) containing a separate written notice of impending discontinuance addressed to such Person at the premises where the Subscriber requests billing. Notice of impending Cable Service discontinuance must clearly state the amount in arrears, the total amount required to be paid to avoid discontinuance of Cable Service, collection fees, if any, reconnection charges if applicable, and the date by which such payment must be made, the location of Walk-In Centers where such payment may be made, and the telephone number and website where information can be obtained about the location of each Payment Center where such payment may be made. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment, and the Franchisee shall not be required to issue an additional notice prior to discontinuance.

4.3.4 As described in Section 4.5 of this Appendix A, the Franchisee may under certain circumstances refer a delinquent account to a private collection agency. The Franchisee agrees that it will not, and will instruct all collection agencies collecting delinquent accounts on behalf of the Franchisee not to, refer any delinquent account to a credit agency except if the Subscriber has closed an account with an outstanding balance of more than fifty dollars (\$50) and that balance has been pending for more than ninety (90) days, or otherwise after following procedures acceptable to the Commissioner. If, however, the Subscriber subsequently pays the outstanding balance, the Franchisee shall notify any credit agencies that were previously informed of the outstanding balance.

4.4 Procedure for the Resolution of Billing Disputes

4.4.1 The billing dispute resolution procedure shall be initiated once a Subscriber contacts the Franchisee's department which handles billing questions or the Commissioner, in writing, so long as such contact occurs within thirty (30) days from the date of receipt of the bill by the Subscriber. If the Subscriber contacts the Commissioner, the Commissioner shall notify the Franchisee, by mail, by telephone or by electronic means, that the dispute resolution procedure has been initiated and the Franchisee shall then contact the Subscriber to discuss the dispute.

4.4.2 The Subscriber shall not be required to pay the disputed portion of the bill until the dispute is resolved. The Franchisee shall not apply finance charges, issue delinquency or termination notices, or initiate collection procedures for the disputed portion of the bill pending resolution of the dispute.

4.4.3 The Franchisee shall promptly undertake whatever review is necessary to resolve the dispute, and shall notify the Subscriber of the results of the review as soon as it is completed, but in no case later than twenty (20) business days after receipt from the Subscriber of the billing dispute, problem or complaint notification.

4.4.4 The Franchisee shall, upon the Subscriber's or the City's written request, notify the Subscriber in writing, or via e-mail, of its proposed resolution of the billing dispute, shall provide the address and telephone number to be provided from time to time by the Commissioner and by which a Subscriber may notify the City of a billing dispute, problem or complaint, and shall inform the Subscriber that unless an appeal is taken to the Commissioner within ten (10) business days after the date of postmark on the notification letter, the Franchisee's resolution of the dispute shall be considered final. Where no appeal is taken, the amount the Franchisee claims is due must be paid within twenty (20) days after the date of postmark on the notification letter.

4.4.5 If the Subscriber appeals the Franchisee's resolution within the aforementioned period, payment of the disputed amount may be deferred under dispute by the Subscriber will not be due until one (1) week after the Commissioner has reviewed and resolved the dispute.

4.4.6 The procedures set forth in Sections 7.3.1 - 7.3.5 of this Appendix A shall apply to billing disputes appealed to the Commissioner.

4.5 Referral of Delinquent Accounts to a Collection Agency

4.5.1 If the billing dispute resolution procedures have not been initiated, the delinquent account may be referred to a private collection agency for appropriate action no sooner than ten (10) business days after it becomes delinquent or, where a Subscriber voluntarily terminates any Cable Service and the amount due is delinquent but not in dispute, no sooner than ten (10) business days after the final bill is mailed to the Subscriber.

4.5.2 If the billing dispute resolution procedures have been initiated, the delinquent account shall not be referred to a collection agency prior to the conclusion of those procedures, including any appeal to the Commissioner.

4.5.3 The Franchisee agrees that a referral to a private collection agency in violation of Sections 4.3.4, 4.5.1, or 4.5.2 of this Appendix A shall result in injury to the Subscriber which will be difficult to ascertain and to prove. The Franchisee therefore agrees that it will send to the affected Subscriber a letter of apology and notify, in writing, the collection agency, copies of which such letter and notice shall be sent to the Commissioner. Further, if any credit agency is contacted by the Franchisee or any collection agency collecting delinquent accounts on behalf of the Franchisee in violation of Section 4.3.4 of this Appendix A, the Franchisee shall, in addition to taking the foregoing actions, (i) notify the credit agency contacted

as a result of such referral that the referral was wrongly made and should not adversely affect the Subscriber's credit standing, a copy of which notice(s) shall be sent to the affected Subscriber and the Commissioner.

Section 5

EQUIPMENT PROVIDED BY THE FRANCHISEE

5.1 Types of Equipment To Be Provided

5.1.1 The Franchisee shall comply with 47 C.F.R. § 76.1621 or any successor provision thereto.

5.1.2 The Franchisee shall supply a closed caption decoder to any hearing impaired Subscriber who requests one at a charge not to exceed the Franchisee's cost, unless the technology for such decoding is already incorporated in other equipment being provided to the subscriber.

5.2 Terms for Rental and Loaner Equipment

5.2.1 As provided in this Appendix A, the Franchisee may require deposits on certain equipment it provides to Subscribers, provided that the Franchisee shall return to Subscribers their deposits together with a reasonable amount of interest, and provided further that there shall be no unlawful discrimination among or between Subscribers in either the requirement for or the amount of any deposit. The Franchisee shall permit the return of such equipment to any Walk-In Center. When equipment is returned, the Franchisee shall either promptly test it to ensure that it is not damaged or waive any damage claims, and shall give the Subscriber a receipt showing, in addition to the date and time of the return and the Subscriber name, the model and serial number of the returned equipment. The Franchisee shall return to the Subscriber his or her deposit, plus interest minus any reasonable amount, if any, deducted for damage to the equipment or the amount of any outstanding balance owed to the Franchisee within the next applicable billing cycle.

5.2.2 (a) If such equipment is lost, damaged or stolen by reason of an intentional, wrongful act by, or the gross negligence of, the Subscriber, or if the Subscriber gives the equipment to a third party to return to the Franchisee and the third party does not do so, then the Subscriber shall be liable for the value of the equipment as determined by the Franchisee and consistent with Franchisee's annually published rates. If such equipment is lost, damaged or stolen through the wrongful act of a third party, or any other event outside the Subscriber's control (such as a burglary or a fire in the Subscriber's building), then the Subscriber shall have no liability for the equipment, provided that the Subscriber files with the Franchisee reasonable documentation on the cause of any such loss, theft or damage to any equipment (e.g., a police report). If such equipment is lost, damaged or stolen otherwise than in the circumstances described in the preceding two sentences, the Subscriber shall be liable for the depreciated book value of the equipment. In the event such equipment is lost, stolen or damaged, and the Franchisee seeks to charge the Subscriber for such equipment, the Franchisee shall give a written, dated notice to the Subscriber of the amount sought and the Subscriber's opportunity to refer the matter to the PSC in accordance with the provisions of Section 890.70 of the PSC regulations and to DoITT. If referral is not made within thirty (30) days of the date of the notice,

the Franchisee may commence its collection procedures pursuant to Section 4.5 of this Appendix. The Franchisee shall keep records showing the resolution of Subscriber claims regarding lost, stolen or damaged equipment, which records shall be submitted in written or computer disk form to the Commissioner as the Commissioner may reasonably request from time to time, within fifteen (15) days of such request. If the Commissioner determines that the Franchisee is abusing its discretion in implementing the above provisions, the Commissioner may establish appropriate rules and regulations to correct such practices.

(b) In the event the Franchisee reasonably determines that a Subscriber is repeatedly filing documentation under the previous paragraph (a) with respect to lost, stolen or damaged equipment, and the Franchisee can reasonably demonstrate that the Subscriber is abusing the intent of this Section for personal profit, the Franchisee may, upon written notice to the City and with the notice to the Subscriber described in the previous paragraph, decline to replace said equipment, and may charge the Subscriber for its full replacement value. The Franchisee agrees to designate an employee or employees to be responsible for addressing and resolving the theft-related activities described in this paragraph (b). The Franchisee and the City shall review the procedure established hereby at least two (2) years after the Effective Date.

5.2.3 For billing purposes, the return of rental equipment shall be deemed to have taken place on the day such equipment is returned.

5.3 Notice That Equipment Is Available. The Franchisee shall provide in the Welcome Kit information about the availability and function of the equipment described in this Section 5 of this Appendix A, as well as where such equipment may be obtained.

5.4 Demonstration of Equipment. The Franchisee shall provide free demonstration of such equipment at the Walk-In Centers.

Section 6

SERVICE OUTAGES AND SERVICE INTERRUPTIONS

6.1 Interruption of Service. The Franchisee shall exercise its best efforts to limit any scheduled Outage (as hereinafter defined) of any Cable Service for any purpose to periods of minimum use. Except in emergencies or incidents requiring immediate action, the Franchisee shall provide the Commissioner and all affected Subscribers with prior notice of scheduled Outage, if such scheduled Outages will last longer than four (4) hours.

6.2 Time Periods by Which Outages and Service Interruptions Must Be Corrected and Repairs Made. The Franchisee shall maintain sufficient repair and maintenance crews so as to be able to correct Outages, Significant Outages, Service Interruptions, Significant Service Interruptions, and other problems requiring repair, within the following time periods:

(i) In the event of an "Outage," which is defined for purposes of this Appendix A as loss of picture or sound on all basic channels or on all channels provided on any other service tier or on one or more premium channels occurring during normal operating conditions that is not caused by the Subscriber's television receiver or the Subscriber and that affects fewer than twenty (20) Subscribers served from the same node, such Outage shall be repaired within forty-

eight (48) hours after the Franchisee receives a request for repair service, unless the request is made after 4:00 p.m. on a Friday, in which event the repair shall be made no later than the next business day. For purposes of this Section 6, "loss of picture or sound" shall mean the absence of picture or sound quality that conforms to the requirements of Section 6.2 of the Franchise.

(ii) In the event of a "Significant Outage," which is defined for purposes of this Appendix A as loss of picture or sound on all basic channels or on all channels provided on any other service tier or on one or more premium channels occurring during normal operating conditions, which is not caused by the Subscriber's television receiver or the Subscriber, and that affects twenty (20) or more Subscribers served from the same node, such Significant Outage shall be corrected within eighteen (18) hours after the Franchisee learns of it.

(iii) In the event of a "Service Interruption," which is defined for purposes of this Appendix A as the loss of picture or sound on one or more cable channels affecting fewer than twenty (20) Subscribers served from the same node, excluding conditions beyond the control of the Franchisee, the Franchisee shall begin working on the problem promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known.

(iv) In the event of a "Significant Service Interruption," which is defined for purposes of this Appendix A as the loss of picture or sound of one or more cable channels that affects twenty (20) or more Subscribers served from the same node, Franchisee shall repair the problem within forty-eight (48) hours after the Franchisee receives a request for repair service, unless the request is made after 4:00 p.m. on a Friday, in which event the repair shall be made no later than the next business day.

6.2.3 The Franchisee shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to the foregoing Section 6.2.1. In order to satisfy its obligations pursuant to Section 6.2.1, in cases where it is necessary to enter upon a Subscriber's premises to correct any reception problem or other service problem, the Franchisee shall make available service calls continuously for at least 11.5 hours between the hours of 7:00 am and 8:00 pm on weekdays and continuously for at least eight (8) hours on each Saturday. During such periods, a Subscriber may request any four (4) hour period for the Franchisee to correct any such problem, provided that the Franchisee's customer service representatives shall at all times endeavor to be aware of service or other problems in adjacent areas which may obviate the need to enter a Subscriber's premises. The Franchisee shall provide on Saturday the same level of service it provides during any weekday, such that repair services provided on Saturday are not significantly different from any weekday (except for the difference contemplated above in the minimum number of hours service is available).

6.2.4 The Franchisee shall comply with the procedures set forth in Section 11.5 of this Appendix regarding contact with Subscribers in connection with any visit to a Subscriber's premises in connection with its obligations under this Section 6.2. In no event shall the Franchisee cancel any necessary scheduled service call less than twenty-four (24) hours prior to the scheduled time for the service call, except in circumstances beyond the Franchisee's control.

6.3 Failure To Meet Time Periods May Be Excused. The Franchisee's failure to correct Outages, Significant Outages, Service Interruptions or Significant Service Interruptions, or to make repairs within the stated time periods, shall be excused if the Franchisee could not obtain access to the Subscriber's premises and complied with the procedures set forth in Section 11.5.

6.4 No Charge for Repair Service. It is the Franchisee's position that at the time of the execution of this Agreement, federal law prohibits the City from regulating the service charges imposed by Franchisee. However, in the event that the Cable Act is amended, or following a final order or determination by a court or regulatory agency having competent jurisdiction, following the exhaustion of all appeals thereto, such that the requirements of this section are not prohibited under applicable law and equivalent obligations are imposed upon all cable operators in the Franchise Area, then the following provisions shall be applicable:

(a) The Franchisee shall not impose any fee or charge any Subscriber for any service call to his or her premises to perform any repair or maintenance work on any non-working or malfunctioning facilities of Franchisee, unless such work was necessitated by an intentional act or gross negligence of such Subscriber or unless such Subscriber has repeatedly requested work that is found to be unnecessary or found to be limited to customer-owned equipment.

(b) The Franchisee shall not charge any fee for disconnection when a Subscriber returns the Franchisee's equipment to a Walk-In Center or via the self-addressed envelope provided by the Franchisee. A fee may, however, be charged if the Franchisee has to collect the equipment from the Subscriber's premises and the Subscriber has been informed in advance of such charge and the alternative methods of returning the Franchisee's equipment. If the Subscriber pays the amount in arrears to the Franchisee when the Franchisee is on the Subscriber's premises to disconnect Service, then the Franchisee may charge the Subscriber a reasonable collection fee, provided that such Subscriber is notified of such collection fee in the notice required by Section 4.3.3.

6.5 Records of Repair Service Requests

6.5.1 The Franchisee shall keep records showing in both individual and summary form all requests for repair service and information on service interruptions (to the extent available with respect to each of the following types of information), which shall show, at a minimum, the name and address of the affected Subscriber, the date and the approximate time of request, the date and approximate time the Franchisee responds, the date and approximate time Service is restored, the type and the probable cause of the problem.

6.5.2 Any information in the records required by Section 6.5.1 of this Appendix A may be destroyed six (6) years after such information was collected, unless the Commissioner authorizes the Franchisee, in writing, to destroy any information required by Section 6.5.1 prior to the expiration of such six (6) year period. However, the Commissioner may require the Franchisee to retain such information for a longer period of time, if relevant to

an active audit or dispute, or may require that the information be turned over to the Commissioner in lieu of its destruction.

6.5.3 The Franchisee shall submit to the Commissioner a report in such form and containing such information as the Commissioner may reasonably request, not including specific Subscriber names or addresses, summarizing the information contained in the records required by Section 6.5.1 of this Appendix A in written or computer disk form on a quarterly basis, such report to be submitted by the forty-fifth (45th) day following the end of each calendar quarter. Upon request of the Commissioner, the Franchisee shall cooperate in good faith with the Commissioner to verify and supplement the information contained in the report required by the preceding sentence and the Franchisee's compliance with its obligations under Section 6.5.1 of this Appendix A; provided, however, that nothing herein shall be construed to require the Franchisee to disclose any records or information, the disclosure of which would be inconsistent with Franchisee's obligations pursuant to applicable state or federal privacy laws, including, but not limited to, any records or information collected and retained by the Franchisee pursuant to Section 6.5.1 hereof. The Commissioner may waive the submission of such reports as the Commissioner deems appropriate.

6.5.4 In addition to providing the foregoing records, commencing six (6) months from the Effective Date hereof and subject to the confidentiality provisions of Section 11.1 of the Franchise, Franchisee shall submit to the Commissioner, within forty-five (45) days of the end of each calendar quarter during the Term hereof, a report setting forth the number of Significant Outages which occurred during the preceding calendar quarter, summarized by both Franchise Area and the node or nodes serving the affected area.

6.6 Plan for Correction. In the event the Commissioner notifies the Franchisee in writing that DoITT has determined that there has been an excessive number or identified a routine pattern of Significant Outages in any Franchise Area or community served by a particular node, Franchisee shall submit to the Commissioner, on a quarterly basis within forty-five (45) days of the end of each applicable calendar quarter during the Term hereof and subject to the confidentiality provisions of Section 11.1, a "Plan for Correction" outlining Franchisee's plan for minimizing the occurrence of such Significant Outages in the applicable Franchise Area or community. Franchisee's obligation to submit such quarterly Plan for Correction pursuant to this Section 6.7 shall cease upon Franchisee's demonstration, to the reasonable satisfaction of the Commissioner, that Franchisee has minimized the occurrence of outages in the applicable area for two (2) consecutive calendar quarters.

Section 7

SUBSCRIBER COMPLAINTS

7.1 Operation of Walk-In Centers; Treatment of Complaints, Generally. The Franchisee shall operate its Walk-In Centers (which are further described in Section 3 of this Appendix A), train its employees and maintain its telephone lines so that Subscribers' complaints are resolved quickly, professionally and politely. The Franchisee shall regularly review its complaint handling and resolution procedures, and make revisions to them as necessary, to assure compliance with the preceding sentence.

7.2 Time Period for the Resolution of Complaints. Except where another time period is required by any other provision of this Appendix A or this Agreement, the Franchisee shall make its best efforts to resolve all complaints within ten (10) business days after they are received by the Franchisee, or earlier to the extent practicable. Within two (2) business days of receiving a written complaint or a complaint forwarded to the Franchisee by the Commissioner, the Franchisee shall notify the Person who made the complaint, either by telephone or in writing, that the complaint has been received and that the Franchisee will make its best efforts to resolve such complaint within ten (10) business days of receipt of such complaint by the Franchisee. Complaints which constitute billing disputes shall be subject to the procedures set forth in Section 4.4 of this Appendix A in lieu of the requirements of this Section 7.2.

7.3 Appeal of a Resolution to the Commissioner

7.3.1 As provided in Section 2.1.1(vi) of this Appendix A, a Subscriber may notify the Commissioner about a complaint that is not resolved to the Subscriber's satisfaction. As set forth in Section 2.1.1(vi) of this Appendix A, the Franchisee shall provide notice in the Welcome Kit of the right described in the preceding sentence.

7.3.2 The Commissioner shall notify the Franchisee by mail, telephone, or electronic means, of any such appeal within one (1) week after it is received by the Commissioner.

7.3.3 If the Franchisee's stated resolution of the complaint is appealed to the Commissioner, then the Franchisee shall assist the Commissioner in the investigation thereof by the Commissioner, by providing or making available whatever documents, materials or other types of information are reasonably requested by the Commissioner.

7.3.4 The Commissioner shall have thirty (30) days in which to complete the investigation and to notify the Franchisee of the manner in which the Commissioner believes the dispute should be resolved. Before completing the investigation, the Commissioner shall consult both with the Person who registered the complaint and with the Franchisee.

7.3.5 Complaints may be referred to the Commissioner before the Franchisee has issued a resolution, if the Franchisee has exceeded the time allowed for resolving complaints under Section 7.4 of this Appendix A.

7.4 Referral of Complaints from the Commissioner to the Franchisee If the Commissioner is contacted directly about a complaint concerning Franchisee, the Commissioner shall notify Franchisee. Within ten (10) business days after being notified about such complaint, the Franchisee shall issue to the Commissioner a report detailing the investigation thoroughly, describing the findings, explaining any corrective steps which are being taken and indicating that the Person who registered the complaint has been notified of the resolution. The Franchisee's obligation to provide such a report may be satisfied by the submission to the Commissioner of a copy of the Franchisee's letter to the Subscriber, to be delivered to the Subscriber pursuant to Section 7.5.01 of this Appendix, provided that the Franchisee shall provide additional information at the reasonable request of the Commissioner to the extent consistent with 47 USC Section 551 and any other applicable privacy laws.

7.5 Complaint Records

7.5.1 The Franchisee shall maintain complaint records, which shall record the date a complaint is received, the name and address of the affected Subscriber, a description of the complaint (which may be located in the "comments" section of the Franchisee's records), the date of resolution, a description of the resolution and an indication of whether the resolution was appealed to the Commissioner.

7.5.2 Any information in the records required by Section 7.5.1 may be destroyed six (6) years after such information was collected, unless the Commissioner and the Comptroller authorize the Franchisee, in writing, to destroy any information required by Section 7.5.1 prior to the expiration of such six (6) year period. However, the Commissioner may require the Franchisee to retain such information for a longer period of time, if relevant to an active audit or dispute, or may require that the information be turned over to the Commissioner in lieu of its destruction.

7.5.3 The Franchisee shall submit to the Commissioner the records required by Section 7.5.1 of this Appendix A, in summary form only (in a format reasonable approved by the Commissioner, a format currently acceptable to the Commissioner being attached hereto as Exhibit _ to this Appendix A), in written or electronic form on a quarterly basis; provided, however, that nothing herein shall be construed to require the Franchisee to disclose any records or information, the disclosure of which would be inconsistent with Franchisee's obligations pursuant to applicable state or federal privacy laws, including, but not limited to, any records or information collected and retained by the Franchisee pursuant to Section 7.5.1 hereof.

7.5.4 In addition to providing the foregoing records, commencing six (6) months from the Effective Date hereof and subject to the confidentiality provisions of Section 11.1 of the Franchise, Franchisee shall submit to the Commissioner, within forty-five (45) days of the end of each calendar quarter during the Term hereof, a report setting forth the following information with respect to Subscriber complaints:

(i) the total number of complaints received by Franchisee with respect to each node;

(ii) the nature and current status of all complaints received by Franchisee with respect to each node, described in appropriate sub-categories, including, but not limited to, billing, equipment related issues, installation related issues, credit adjustments, missed appointments and service calls, and such other complaint categories as may be tracked in Franchisee's internal customer service system; and

(iii) the percentage of complaints resolved and percentage of complaints outstanding in each Community District.

Section 8
NOTICE

8.1 Notice Required

8.1.1 The Franchisee shall provide notice to the Commissioner and all Subscribers of any of the following changes, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change (provided, however, all such notices shall be provided in a manner consistent with NY PSC rules), unless the Franchisee does not know of such change at that time, in which case the Franchisee must provide such notice: (a) within five (5) business days of the date upon which the Franchisee first knows of such change, in writing to the Commissioner and electronically on the affected Channel(s), if possible, and on the Channel on which available Cable Services are listed, at least ten (10) times a day during the two (2) week period immediately following such fifth business day, and (b) to all affected Subscribers in the earliest practicable monthly bill sent to Subscribers or a separate mailing made within the same period following such change:

(i) any change in a programming service other than a change which represents only the addition of a new programming service (that is, any change in programming service which represents a discontinuation of an existing service, a significant decrease in the number of hours a service is carried, or a change in Channel Position of any existing service), the term "programming service" or "service" as used in this clause shall have the same meaning as such terms have when used in 16 NYCRR Section 890.80);

(ii) any increase in the rates or charges or change in significant terms or conditions for the receipt of any Cable Service;

(iii) any significant change in billing practices;

(iv) any significant change of any of the policies or other information set forth in the Welcome Kit;

(v) any change in the location or significant change in the hours of operation of any Walk-In Center.

The foregoing notice requirements are in addition to the notice requirements contained elsewhere in this Appendix A, including those regarding the termination of Cable Service and Outages and Service Interruptions, and in addition to any other notices that may be required as described in Section 8.1.5 below.

8.1.2 The Franchisee shall post on the earliest practicable date at any affected Walk-In Centers any anticipated change in the location or significant changes in the hours of operation of such Walk-In Centers.

8.1.3 The Franchisee shall, as part of any annual updates to its Welcome Kit, list any significant change of any of the policies or other information set forth in the Welcome Kit. On its website the Franchisee shall make available the most current version of its Welcome Kit.

8.1.4 Unless otherwise explicitly provided, all notices required by Section 8.1.1 shall be in writing provided no later than the periods specified in Section 8.1.1, except that any notice in connection with a change described in clause (i) of Section 8.1.1 may, to the extent consistent with applicable State and federal law, be provided electronically on the System, so long as such electronic notice is made at least ten (10) times a day during the thirty days prior to such change occurring, and (b) to all affected Subscribers in the earliest practicable monthly bill sent to Subscribers within or promptly after such thirty day period. All notices required by Section 8.1.1 of this Appendix A shall specify, as applicable, the Cable Service or Cable Services affected, the new rate, charge, term or condition, the effect of the change, and the effective date of the change.

8.1.5 The Franchisee shall comply with any and all applicable state and local law notice requirements including, but not limited to, those required by Section 224-a of the New York Public Service Law and Section 890 of the NY PSC regulations.

Section 9

TERMINATION OF SERVICE AND DISCONNECTION

9.1 Notice of Termination of Service. As described in Section 4.3.3 of this Appendix A, the Franchisee may terminate Cable Service to any Subscriber whose bill has not been paid after it becomes delinquent or fails to abide by the terms of service, so long as the Franchisee gives proper notice to the Subscriber as provided in Section 4.3.3 of this Appendix A and the billing dispute resolution procedures have not been initiated.

9.2 Termination on Sundays, Holidays or Evenings. The Franchisee shall not terminate Cable Service to Subscribers at any time that neither the Payment Centers nor the Walk-In Centers within the Franchise Area are open except in the case of a termination requiring a visit from a service technician and during which Franchisee offers the Subscriber the ability to pay the service technician at the time of the termination to avoid termination.

9.3 Re-subscription to Cable Service. The Franchisee shall not refuse to serve a former Subscriber whose Cable Service was terminated by the Franchisee, so long as all past bills and late charges have been paid in full. The Franchisee may not charge such terminated Subscriber any fee(s) not applied to former Subscribers who voluntarily terminated Service.

9.4 Length of Time to Disconnection. If disconnection occurs at the Subscriber's written or oral request, then, for billing purposes, it shall be deemed to have occurred three (3) days after the Franchisee receives the request for disconnection unless (i) it in fact occurs earlier or (ii) the Subscriber requests a longer period.

9.5 Scheduling Appointments. The Franchisee shall provide Subscribers with "appointment window" time blocks of no more than four (4) hours on weekdays running continuously for 11.5 hours between the hours of 7:00 am and 8:00 pm on weekdays and 9:00 a.m. to 5:00 p.m. on Saturdays for selection of Subscribers, during which its work crew shall visit the Subscriber's premises to disconnect service and to remove any Franchisee equipment. Further, the Franchisee shall comply with the procedures set forth in Section 11.3 of this

Appendix A regarding contact with Subscribers in connection with any visit to a Subscriber's premises in connection with its obligations under this Section 9.5.

Section 10 **CREDITS**

10.1 Grounds. As a result of the Franchisee's failure to comply with these consumer protection standards, the Franchisee shall provide to each affected Subscriber or potential Subscriber, as applicable, the following credits:

(i) for a failure of the Franchisee to complete installation of Service within the scheduled time period provided for in Section 2.3.3 of this Appendix, unless otherwise excused, a credit equal to free installation;

(ii) for any Significant Service Interruption as defined in Section 6.2 which lasts more than four (4) continuous hours in any twenty-four (24) hour period (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Franchisee such access), a minimum credit in an amount equal to one-thirtieth (1/30) times the recurring charges for Cable Services (i.e. all charges for Cable Service minus non-recurring charges, such as installation and pay-per-view charges) to be charged to the affected Subscriber for the then current monthly billing period for the Cable Service(s) as to which the Significant Service Interruption occurred for each twenty-four (24) hour period during which a Significant Service Interruption continues for at least four (4) continuous hours, provided that: (i) the affected Subscriber has reported the Significant Service Interruption to the Franchisee and (ii) the Franchisee has verified that the reported Significant Service Interruption has occurred consistent with the Subscriber's claim;

(iii) for any Outage as defined in Section 6.2 which lasts more than four (4) continuous hours in any twenty-four (24) hour period (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Franchisee such access), a minimum credit in an amount equal to one-thirtieth (1/30) times the recurring charges for Cable Services (i.e. all charges for Cable Service minus non-recurring charges, such as installation and pay-per-view charges) to be charged to the affected Subscriber for the then current monthly billing period for the Cable Service(s) as to which the Outage occurred for each twenty-four (24) hour period during which an Outage continues for at least four (4) continuous hours, provided that (i) the affected Subscriber has reported the Outage to the Franchisee and (ii) the Franchisee has verified that the reported Outage has occurred consistent with the Subscriber's claim;

(iv) for a failure of the Franchisee's crew to arrive within the appointment window period, a credit of twenty five dollars (\$25.00) will be applied to the customer's bill in the next available billing period as specified in Section 6.2.2. However to the extent the Subscriber is not available when the crew arrives or it the crew does not have appropriate access to the Subscriber premises in order to address the issue, this credit will not apply.

10.2 Provision. With respect to any credit described in Section 10.1(iii), the Franchisee shall automatically, upon request of or notice from a Subscriber, provide a credit on such Subscriber's bill for affected Subscribers. With respect to any credit described in Section 10.1(iv), the Franchisee shall automatically provide a credit on each Subscriber's bill for Subscribers affected by the applicable Significant Outage, at least in part, between 6:00 p.m. and 12:00 a.m. A Significant Outage affecting an identifiable location, locations or geographical area shall be presumed to have affected all Subscribers within such location, locations or geographical area if the Significant Outage exceeds four (4) continuous hours and some part of the Significant Outage occurs between 6:00 p.m. and 12:00 a.m. If the Franchisee cannot determine who was affected by a Significant Outage entirely between 12:00 a.m. and 6:00 p.m., then it shall provide a credit to any eligible Subscriber who makes application therefor by written or oral notice within ninety (90) days after the Significant Outage occurred. With respect to any other credits enumerated in Section 10.1 of this Appendix, the Franchisee shall provide such credits automatically to the affected Subscriber's next bill.

Section 11 MISCELLANEOUS REQUIREMENTS

11.1 Charge for Downgrades. The Franchisee shall not impose a charge upon a Subscriber for any downgrading of a Subscriber's Cable Service except in the following circumstances:

(i) the Subscriber has been notified of such charge in writing of at least ten (10) point type;

(ii) the charge does not exceed the cost of the downgrade to the Franchisee; and

(iii) the downgrade was not requested by a Subscriber affected by "a significant programming change" or a "network change" within forty-five (45) days of the receipt by the Subscriber of the notice required by Section 890.80(b)(4) and (c)(4), or 890.80(a), of the PSC regulations. Franchisee reserves the right to claim that all or any portion of the requirements of this Section 11.1 are not enforceable by reason of federal law preemption of rate regulations.

11.2 Overpayment Credits. If, at any time, Franchisee becomes aware or if it is determined that a Subscriber is entitled to credit(s) otherwise than as a result of the operation of Section 10 of this Appendix A, Franchisee shall (i) promptly credit such Subscriber's account, or (ii) in the event the Subscriber has terminated service, promptly issue a check in the amount of the credit, regardless of the amount to which the Subscriber is entitled, provided, however, that Franchisee shall expedite the issuance of the check upon the City's or Subscriber's reasonable request where the failure to issue a check on an expedited basis would cause hardship to the Subscriber.

11.3 Procedures for Contacting Subscribers. Following the scheduling of an appointment with any Subscriber within the time periods specified elsewhere in this Appendix A (the "appointment period"), the Franchisee shall follow the procedures described in Sections 11.3.1 and 11.3.2 below.

11.3.1 Generally Applicable Procedures

(i) Franchisee shall make a reasonable effort, within a reasonable time prior to the appointment period, to telephone the Subscriber or potential Subscriber to confirm the appointment, provided, however, that the obligation to make such telephone call shall not apply where the appointment is scheduled to occur: (i) within forty-eight (48) hours of the initial scheduling of the appointment or (ii) before or during the next business day if the request is made after 4:00 p.m. on a Friday. If such telephone call is not answered, in person or by an answering machine, the Franchisee shall make a second call to such Subscriber or potential Subscriber within a reasonable time thereafter to confirm the appointment.

(ii) If, upon arrival at the Subscriber's or potential Subscriber's premises, the Franchisee's technician is not able to secure access to the premises, the Franchisee's employee or representative shall make a reasonable effort to arrange for the Subscriber to be contacted immediately (by telephone, or, to the extent alternative contact methods have been implemented as set forth in Section 11.3.2 below, then by such alternative contact methods) to determine whether the Subscriber or potential Subscriber is present. If no personal response to such contact is received from the Subscriber, the Franchisee shall, if possible, leave a notice under the door of the premises advising that the Franchisee did arrive at the premises during the appointment period, and the completion of such tasks shall be deemed an appropriate cancellation by the Franchisee of the scheduled appointment. In the event that, prior to arrival at the Subscriber's or potential Subscriber's premises, the Franchisee contacts the Subscriber to assure that the Subscriber will be available at the premises and no response to such contact is received confirming that that the Subscriber is, in fact, available to be at the premises upon Franchisee's arrival, then the Subscriber shall be deemed to have cancelled the scheduled appointment.

In the event that there is not a working telephone at the Subscriber's or potential Subscriber's premises at the time of the appointment period, or an alternative communications method available to make comparable contact with the Subscriber, then Franchisee shall be required to arrive at the Subscriber's or potential Subscriber's premises during the appointment period, and, in such circumstances, Franchisee may not rely upon the contact procedures described in the preceding sentence to treat a non-response to contact as the equivalent of an appointment cancellation.

11.3.2 Expanded Transparency of Service Call and Installation Appointment and Arrival Process.

Not later than July 1, 2012, Franchisee will have the following additional systems in place with respect to service calls and installation appointments:

(i) The Franchisee will have a web site available at which each Subscriber (for purposes of this Appendix, the term "Subscriber" is intended to include those awaiting installation who will upon the completion of such installation and the commencement of Cable Service be Subscribers), will be able to view, immediately after a service call or installation

shall constitute a Default as defined in Section 15.1 of the body of this Agreement. Any such Default that constitutes substantial and material Default shall fall within the scope of Section 15.6.11 of the body of this Agreement and any persistent or repeated pattern of such Defaults shall fall within the scope of Section 15.6.11 of the body of this Agreement, provided that no substantial and material Default nor any persistent or repeated pattern of action or inaction in connection with this Appendix A shall be deemed to fall within the scope of Section 15.6.11 of the body of this Agreement by reason of actions or inactions which are taken in the good faith belief that such do not constitute a Default, during pendency of a good faith dispute as to whether such actions or inactions at issue constitute a Default.

12.2 Reporting. The Franchisee shall provide reports documenting its compliance with the requirements of this Appendix A and other customer service matters as set forth in Exhibit 2 attached hereto and made a part hereof.

Section 13

ANNUAL CABLE CONSUMER REPORT CARD

13.1 Annual Cable Consumer Report Card Requirements. The Franchisee shall provide an Annual Cable Consumer Report Card setting forth the information described in Exhibit 3 attached hereto and made a part hereof.

Section 14

PETITION FOR RELIEF

14.1 Petition for Relief After July 1, 2014, Franchisee will be entitled to petition for relief from one or more of the requirements in this Appendix based on the presumption that these regulations are no longer necessary in the public interest due to competition from other franchised cable operators, other multichannel video programming providers and/or alternative sources of entertainment substitutes. City will act reasonably in considering such a petition for relief provided however that City may deny the petition for relief for any or all of the identified sections in the petition if it finds that (1) there is no material competition for the video services offered by Franchisee; (2) that Franchisee has failed to adequately serve the interests and needs of its subscribers (e.g. by showing that customer satisfaction has declined in consecutive periods to a below reasonable level); or (3) that the continued imposition of the identified section or sections is necessary to preserve the public interest and that such need exceeds the reasonable cost of compliance therewith.

Exhibit 1 to Appendix A

DESIGNATION AND LOCATION OF WALK-IN CENTERS

Optimum Stores

Bronx

New Horizon Plaza
Neighboring T.J.Maxx and Pathmark Supermarket
961 East 174th Street
Bronx, NY 10460

Brooklyn

1095 E. 45th Street
Brooklyn, NY 11234

Exhibit 2 to Appendix A

CONSUMER PROTECTION REPORTING REQUIREMENTS

SIGNIFICANT OUTAGE REPORT (QUARTERLY)

The Franchisee shall provide reports of Significant Outages containing the date, time, location, number of homes affected, cause and duration of each outage, and such other information as the Commissioner shall reasonably require. Franchisee shall also include information related to automatic credits provided to Subscribers in relation to Significant Outages reported.

TELEPHONE REPORT

A report containing the information detailing compliance with the standards required in Section 3.4.1 of Appendix A of the Agreement shall be submitted to the Commissioner in the form contained in the attached exhibit and according to the definitions set forth herein. Such report shall be submitted on a quarterly basis, except that a report regarding Supervisor Callback Within Four Hours shall be supplied upon request. If due to technological, service or other changes the Franchisee believes changes in the form of this report is appropriate, the Franchisee may petition the Commissioner for a change in form, which the Commissioner may grant if in his or her discretion such a change is in the interest of subscribers. To the extent there are references below to voicemail systems or other call response methods that the Company does not utilize, those sections shall not apply.

1. Calls Offered.

All "calls" other than those which receive busy signals, made to the Franchisee's sales, service, pay-per-view (other than pay-per-view automatic ordering), billing and any other lines for subscribers or potential subscribers (in short, all lines other than the Franchisee's business office lines and its automated pay-per-view ordering lines), twenty-four (24) hours a day. All calls described in this report may be initiated by a voice response unit rather than a live representative.

2. Calls Handled.

All Calls Offered to the VRU which are not Lost Calls (see below).

3. Lost Calls.

a. Number: All Calls Offered which request, or hold for, a live customer service representative ("CSR") (i.e., calls which neither request an automated response nor leave a taped message, or request an automated response then continue to hold for a CSR) but hang up before a live CSR comes to the phone.

b. Percent: Percentage of Calls Offered which are Lost Calls.

4. Average Wait Time.

“Wait Time” is defined as the number of seconds a caller waits, after the conclusion of recorded or automated phone system instructions and routing, before the earliest of the following occurs: a live CSR comes to the phone, or the caller leaves a recorded message, or the caller hangs up. Average Wait Time is the total Wait Time of all Calls Offered, which remain on the line after the commencement of Wait Time until they receive service from a live CSR, leave a recorded message, or hang up, divided by the number of such calls. Calls Offered which hang up prior to the commencement of Wait Time will not be counted in either the numerator or denominator of this calculated average, nor will any After Hours calls.

5. All Trunks Busy.

The Total amount of time in the reporting period during which the level of use of the Franchisee’s phone lines was such that a caller attempting to call any one of the phone lines included in Calls Offered would have received a busy signal (a period is considered within All Trunks Busy if, for example, all “service” lines are busy, even if “billing” lines are available, unless the Franchisee’s system automatically rolls calls from occupied lines into available lines).

6. Overflow Device. (During Normal Hours);

a. Total Calls Seeking CSR:

All Calls Offered during Normal Hours which remain on the line at the conclusion of any recorded or automated phone system instructions and routing. This should be the same number as the denominator in the calculation of Average Wait Time.

b. Calls Receiving CSR Within Thirty (30) Seconds:

The number of Total Calls Seeking CSR which were picked up by a live CSR within 30 seconds of the commencement of Wait Time. This number shall not include any calls picked up by a CSR after thirty (30) seconds of Wait Time has run, or any calls which leave a message, or any Lost Calls.

c. The number of Total Calls Seeking CSR which leave messages. The number in this category when added to the number in the Calls Receiving CSR Within Thirty (30) Seconds category will add up to less than Total Calls Seeking CSR, because the following types of Total Calls Seeking CSR will not be included in either category: calls which are lost because the caller hangs up after thirty (30) seconds without leaving a message and callers who receive help from a CSR after waiting more than thirty (30) seconds.¹

d. Messages or Other Subscriber Calls Requiring Callbacks:

¹ This paragraph c. is only applicable if voice mail technology or a similar system is being used. If voice mail or similar technology is not being used, this column of the telephone report should be reported as Not Applicable.

The number of Total Calls Seeking CSR which leave messages which require callbacks, or other calls which require callbacks. The difference between this category and Total Messages Left will be callers who leave messages which do not require further contact (because, for example, the caller's message reports an outage or other problem which was resolved shortly after the call, or the message simply reports an opinion on programming content) or are unreturnable (because, for example, the caller left no phone number or identification).

e. Call Backs Returned Within One (1) Business Day:

This is the number of Subscriber calls Requiring Callbacks which were returned within one (1) business day (including both calls which are successfully completed and calls in which the customer does not answer the phone).

f. Automated Calls Within Thirty (30) Seconds:

The number of Calls Offered which are handled by automated interaction between the customer and the telephone and/or billing system. This number shall not include any calls which roll over to the overflow device or during which for any other reason the automated response to the caller does not commence within thirty (30) seconds of the conclusion of initial recorded or automated phone service instructions and routing.

7. After Normal Hours.

a. Calls Offered After Hours:

All Calls Offered which come in After Hours. (These calls are separate from the Overflow Device category because all After Hours callers who remain on the line after recorded and automated information has been offered are immediately rolled into the message recording system, with no regular CSR availability).

b. After Hours Messages Returned Within One (1) Business Day:

Defined in the same manner as Messages Returned Within One (1) Business Day, except this category covers the messages received After Hours.²

8. Supervisor Callback Requests:

² This Section 7 is only applicable if voice mail technology or a similar system is being used is being used. If voice mail or similar technology is not being used, this portion of the telephone report should be reported as Not Applicable.

All Calls Offered, requesting contact with a supervisor, including both requests made to live CSRs as well as requests left on recorded messages.

9. Supervisor Callback Within Four Hours:

All supervisor Callback requests which are returned by a supervisor within four (4) "calling hours." "Calling hours" are defined as 9 a.m. to 10 p.m. on weekdays, 10 a.m. to 10 p.m. on weekends. (It is recognized that some late evening callers requesting a supervisor may request that a callback be made later than the early morning hours of the following day. While such callbacks should not be included in Supervisor Callback Within Four Hours, it is understood that callbacks that take longer than four hours at the request of the caller are acceptable exceptions to the four hour requirement, provided the Company keeps records of such requests and makes them available to the Commissioner at the Commissioner's request.)

EXHIBIT 2 to APPENDIX A

Blank Telephone Report

Sample Quarterly Telephone Report

2nd Qtr 2011

	April	May	June
Calls Offered			
Calls Handled			
Lost Calls			
Number			
Percent			
Average Wait Time			
All Trunks Busy			
Overflow Device			
Total Calls seeking CSR			
Call Rec CSR in 30 sec			
Total Messages Left			
Messages. requiring callback			
Messages ret in 1 Bus. Day			
Autom Calls in 30 sec			
After Hours (AH)			
Calls Offered AH			
Total Messages Left			
AH Messages Ret -1 Bus Day			
Supervisor callback required			
Supervisor callback in 4 hours			

Exhibit 3 to Appendix A

ANNUAL CABLE CONSUMER REPORT CARD

Subject to the terms of Section 13.1 hereof, within sixty (60) days from the end of each calendar year, Franchisee shall provide to the Commissioner an Annual Cable Consumer Report Card setting forth the following information on a City-wide basis (which the City will have the right to post on the City's website and/or otherwise make public):

- (1) Customer service performance information, including:
 - (a) Percentage of calls answered by voice response units ("VRU");
 - (b) Percentage of calls abandoned by VRU; and
 - (c) Percentage of busy calls by VRU.
- (2) Subscriber rights and remedies, including but not limited to contact information related to Subscriber complaints and customer service within Franchisee, as well as contact information for DoITT for Subscriber issues, Subscriber credit policy, privacy notice, and billing (including a statement that Subscribers may, upon request, receive a written description of any resolution of a billing dispute) and payment information.
- (3) Price of services information.
- (4) Content/channel changes and improvement information.
- (5) Significant Outage information, including:
 - (a) Summary of categories of Significant Outages that occurred by node, in the Franchise Area during the preceding calendar year;
 - (b) Percentage of each category of Significant Outage that occurred by node in the Franchise Area during the preceding calendar year; and
 - (c) Remedies performed Franchisee for each category of Significant Outage during the preceding calendar year.

APPENDIX B

OWNERSHIP STRUCTURE OF FRANCHISEE AS OF EXECUTION DATE

Cablevision Systems Corporation (NYSE:CVC)

100% Ownership

CSC Holdings, LLC

100% Ownership

Cablevision Systems New York City Corporation

APPENDIX C

COMMUNITY ACCESS ORGANIZATION AGREEMENT

[TO BE INSERTED]

APPENDIX C
COMMUNITY ACCESS ORGANIZATION
GRANT AND USE AGREEMENT
BY AND BETWEEN
CABLEVISION SYSTEMS NEW YORK CITY CORPORATION
AND
BRIC ARTS | MEDIA | BKLYN, INC.

CAO GRANT AND USE AGREEMENT

THIS AGREEMENT (the "Agreement") made on this ^{20th} day of August, is entered into by and between Cablevision Systems New York City Corporation, a corporation duly organized under the applicable laws of the State of New York ("Cablevision"), with a place of business at 1111 Stewart Avenue, Bethpage, New York 11714 and BRIC Arts | Media | Bklyn, Inc., a New York not-for-profit corporation (the "CAO"), designated by the Borough President of Brooklyn (the "Borough President"), with a place of business at 647 Fulton Street, Brooklyn, NY 11217.

WHEREAS, the City of New York (the "City"), pursuant to Section 363(a) of the City Charter and Resolution No. 538 of the City Council, is entering into a Franchise Agreement granting Cablevision a nonexclusive franchise ("Franchise Agreement") to operate a Cable System (the "System") within the territorial boundaries of the Borough of Brooklyn ("Service Area"); and

WHEREAS, the City has determined that to facilitate open, nondiscriminatory access to the Cable System and to protect the public interest in the development of public services and programming, an independent non-for-profit organization should be created; and

WHEREAS, the Franchise Agreement requires Cablevision to place under the jurisdiction of the CAO Access Channels on the System, to be known as public access channels ("Public Access Channels"), to fulfill certain technical requirements with respect to such channels and to provide to the CAO such grants as have been independently agreed upon as a result of direct negotiations between the CAO and Cablevision and as described herein; and

WHEREAS, the CAO is a not-for-profit corporation organized pursuant to New York State law and has been designated by the Borough President as the CAO to receive such grants as shall be made available by Cablevision pursuant to this Agreement and to use such grants solely for the purpose of administering the Public Access Channels and developing, furthering and supporting public access programming for the Borough; and

WHEREAS, the CAO has been organized to operate for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended (the "Code"), including, among other purposes, the administration and management of Public Access Channels in the Borough, and such other purposes which shall qualify the CAO as exempt under Section 501(c)(3) of the Code; and

WHEREAS, the CAO desires to obtain the funds necessary to carry out its purposes and objectives from the grants provided for herein and from any other lawful sources; and

WHEREAS, Cablevision desires to support the purposes and objectives of the CAO in the CAO's objectives of the development and production of public services and programming to be distributed on the Public Access Channels and to be made available to all cable television subscribers in the Borough; and

WHEREAS, the CAO will engage in activities and will develop programming to be distributed on the Public Access Channels for the benefit of Subscribers, to the System, thereby increasing the public service potential of cable television in the City; and

WHEREAS, Cablevision has negotiated with the CAO and has agreed to provide the CAO with the grants and services pursuant to the terms hereof for the benefit of the Residents of the Borough;

NOW THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this Agreement, and the mutual agreements herein contained, the parties agree as follows:

SECTION I - DEFINITIONS

1.1. Borough The entire existing territorial boundaries of the Borough of Brooklyn and such additional areas as may be annexed or acquired.

1.2. Other Terms All other capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to such terms in the Franchise Agreement.

SECTION II - GRANT OF SUPPORT TO THE CAO

2.1. Public Access Channel Grant

2.1.01. Cablevision shall make a Public Access Channel grant to the CAO to be used in support of the production of local public access programming ("Public Access Channel Grant").

2.1.02. The Public Access Channel Grant provided by Cablevision hereunder shall be in the form of a per month, per Subscriber grant subject to a cap on the number of Subscribers ("Subscriber Cap") for the Term of the Franchise Agreement in accordance with the schedule attached to this Agreement as Exhibit 1, including any adjustments thereto as set out in the attachment. The Public Access Channel Grant payment, along with a brief summary of the Subscriber information upon which it is based certified by a financial representative of Cablevision, shall be delivered to the CAO within forty-five (45) days after the end of each calendar quarter. Cablevision shall file a copy of said statement with DoITT.

2.1.03. In the event that Cablevision extends its Service Area in the Borough to areas not within the Initial Service Area, the Subscriber Cap in Exhibit 1 shall be adjusted proportionally to the number of homes passed in the Initial Service Area and the number of homes passed in the extended Service Area.

2.1.04. Subject to Section 2.5, each Public Access Channel Grant payment shall be non-refundable.

2.2. Cash Grants

In addition to the Public Access Channel Grant, Cablevision shall provide Cash Grants to the CAO for capital in the total amount of \$2,000,000 in three payments; \$1,000,000 to

be paid by the end of Year 1 of the Agreement and two payments of \$500,000 each to be paid by the end of the 2nd Year of the Agreement and the end of the 5th Year of the Agreement respectively. Subject to Section 2.5 such Cash Grants shall be non-refundable.

2.3. Use of Funds

Such Public Access Channel Grant and Cash Grants shall be used by the CAO in its discretion for public access costs, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, cameras, office equipment, renovation or construction of Public Access Channel facilities, and other public access costs as may be ascertained by the CAO. Failure of the CAO to fully allocate or expend any monies provided pursuant to Section 2.1 and/or 2.2 shall not affect Cablevision's payment obligations under Section 2.1 or 2.2.

2.4. Other Cable Services Providers

In the event that any new agreement or any amended agreement between the CAO and any provider of Cable Service holding a Cable franchise in the Borough entered into subsequent to this Agreement (or the contemporaneous agreement with Time Warner) contains obligations that are lesser in amount or aggregate value than the obligations imposed in Section 2.1, Cablevision's obligations under Section 2.1 shall be reduced to an equivalent amount. Cablevision acknowledges that the Subscriber Cap in Exhibit 1 may be adjusted upward or downward for other franchised cable service providers in proportion to the homes in the Borough required to be served (whether currently served or not) by the franchise for that provider. Notwithstanding the foregoing, Cablevision acknowledges that payments to the CAO by another provider of cable service in the Borough may be lower pursuant to Section 2.1 such that the other provider pays less to the CAO than Cablevision. Cablevision's obligations under Section 2.1 in such event will not change.

2.5. Delivery of Payment; Interest

All payments by Cablevision to the CAO pursuant to this Agreement shall be made payable to the CAO and shall be delivered to the address designated in writing by the Executive Director or Chief Financial Officer of the CAO. In the event that a Public Access Channel Grant or Cash Grants payment is not received by the CAO by the respective due date set forth herein, following at least thirty (30) days written notice from the CAO that such payment has not been received, Cablevision shall pay interest on such overdue Public Access Channel Grant or Cash Grant at the then-current interest rate set forth in Section 5004 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) to the CAO retroactive to the first day that such Public Access Channel Grant or Cash Grants payment was originally due. Cablevision shall be allowed to submit or correct any payments that were incorrectly omitted, and may offset against future payments any payments that were incorrectly submitted, within ninety (90) days after the close of the calendar year for which such payments were applicable.

2.6. Publicity for Public Access Services

2.6.01. Cablevision shall provide the CAO with air time reasonably valued at up to \$500,000 to be reasonably spread over the term of the Agreement for cross channel promotional advertisements produced by the CAO, provided that such advertisements shall not promote or be designed to promote in whole or in part any of Cablevision's competitors. The CAO shall make good faith efforts to further a partnership with Cablevision that involves messaging on Cablevision's public affairs initiatives together with highlighting the CAO's contributions to the community.

2.6.02. Cablevision shall provide, at its cost, information to customers on the programming and activities of the CAO in a format and with copy mutually agreeable to Cablevision and the CAO in (i) materials provided to new subscribers (whether electronically or in hard copy) and (ii) on an annual basis in subscriber bills.

2.7. Additional Obligations of Cablevision

2.7.01. Each Public Access Channel shall be delivered with transmission quality at least the same as the transmission quality of any other channel delivered in the same format as broadcast stations carried under Section 614 of the federal Cable Act provided, however, that Cablevision shall have no responsibility to improve upon or modify the quality of any Public Access Channel's content provided to Cablevision by the CAO.

2.7.02. Subject to the service availability requirements set forth in the Franchise Agreement, Cablevision shall provide to the CAO, or arrange for without charge, one service outlet at the location of the CAO's master control. Cable Service may not be resold or otherwise used in contravention of Cablevision's rights with third parties respecting programming. Equipment provided by Cablevision, if any, shall be the responsibility of the CAO if lost, stolen or damaged.

2.7.03. To the extent technically feasible and commercially reasonable, Cablevision shall display Public Access Channel program content titles in electronic on-screen channel listings in the same manner as it designates all other programming on the System. The CAO shall be responsible for providing the programming information to the third party utilized by Cablevision for such on screen channel listings. Cablevision shall not be responsible for any inaccuracies in such information.

SECTION III - OBLIGATIONS OF THE CAO

3.1. Consideration for Cash Grant and Public Access Channel Grant; Use for Public Access Purposes

3.1.01. As consideration for the Public Access Channel Grant and the Cash Grants by Cablevision to the CAO, the CAO shall: (i) administer and manage the Public Access Channels provided for its use by Cablevision and the use of the CAO's facilities, equipment, and supplies in a fair and reasonable manner; and (ii) develop and support programming to be cablecast on the

Public Access Channels, which is responsive to the needs and interests of the Residents of the Borough. The CAO shall use the Access Channels, facilities, equipment, supplies and capital grant and support payment provided by the Company to the CAO for Public Access purposes as set forth in state and federal law.

3.1.02. The CAO shall conduct its activities so as to maintain its tax exempt status under Section 501(c)(3) of the Code or other applicable laws. Failure to maintain said status would be a material breach of this Agreement such that Cablevision may terminate the Agreement with no further obligation to the CAO.

3.2. Public Access Channel Rules and Regulations

3.2.01. The CAO shall maintain reasonable rules and regulations to provide for open access to Public Access Channel time, facilities, equipment, supplies, and training on a non-discriminatory basis and to the extent required by applicable law, rule or regulation.

3.2.02. If the CAO provides programming grants, it shall establish reasonable rules and regulations governing the procedure for applying to the CAO for programming grants and the selection of grant recipients by the CAO.

3.2.03. The CAO shall make all rules and regulations publicly available.

3.3. Compliance with Privacy Law

The CAO shall comply with the requirements of applicable law regarding privacy protection.

3.4. Other Activities of CAO

Nothing in this Agreement shall inhibit the right of the CAO to solicit sponsorships for its other activities not part of the Public Access Channels, nor inhibit the right of the CAO to solicit sponsorships for the Public Access Channels from entities that are not cable or telecommunications service providers.

3.5. Annual Report

The CAO shall prepare each year an annual income and expenditure report for the preceding year with respect to the operation of the Public Access Channels and provide a copy to Cablevision.

SECTION IV - PUBLIC ACCESS CHANNEL SERVICES

4.1. Compliance with Federal, State and Local Law

Cablevision and the CAO shall comply with all applicable local, state, and federal laws with respect to program content on the Public Access Channels.

4.2. Public Access Channel Set Aside

In order to ensure universal availability of public access programming, to the extent Cablevision offers a Basic Service Tier, Cablevision shall initially provide on the Basic Service Tier use of four (4) Public Access Channels to the CAO during the Term of the Franchise Agreement, subject to increase and carriage as provided in the Franchise Agreement. Cablevision may place the additional Public Access Channels in a tier as it deems appropriate. In the future, Cablevision shall assign the Public Access Channels on its channel line-up as configured elsewhere within the City to the extent such channel assignments do not interfere with any other channels or fall outside the range of Cablevision's respective channel lineup and pursuant to Section 8.1.6 of the Franchise Agreement. Cablevision shall not arbitrarily or capriciously change such channel assignments, and Cablevision shall minimize the number of such changes; provided, however, that Cablevision may change such channel assignments as it deems appropriate. Cablevision shall provide notice of the channel location change for 30 days on its electronic guide and by bill message. Cablevision will provide a copy of the required regulatory and subscriber notice of any change relating to the Public Access Channels to the CAO at the same time it provides notice to DoITT.

4.3. High Definition Programming

4.3.01. At such time as the CAO originally produces an amount of first or second run programming in the high definition (e.g., programming with a resolution not less than 720p) ("HD") format (i.e., such programming is filmed in the HD format, not up converted) equal to or greater than ten percent (10%) of the monthly viewing hours between 12:00 pm and 12:00 am month over month (not in an individual month) of one of the Public Access Channels, Cablevision shall begin cablecasting such Public Access Channel in the HD format. The CAO may designate which Public Access Channel shall be designated as the HD channel provided that Cablevision may determine the channel location of said channel.

4.3.02. After the end of the fourth year of the Agreement, if the CAO has filled the HD channel with first or second run programming originally filmed in HD and provides a showing that it needs an additional channel in HD, Cablevision will in good faith consider such request. If Cablevision provides a second HD channel, it may require the CAO to surrender more than one SD channel to account for the additional bandwidth used.

4.4. Video on Demand Programming

After the end of the first nine months of this Agreement, if the CAO demonstrates the ability (a) to provide 25 hours of unique original standard definition programming to Cablevision for distribution on a video on demand ("VOD") basis in a ready to transmit format in accordance herewith (such content, the "VOD Content") and (b) to refresh said programming such that at no time following the launch of such VOD Content no more than 5 hours of such VOD Content is more than 8 months old, and (c) if CAO can meet Cablevision's technical requirements provided by Cablevision upon request by CAO for the delivery of VOD content, Cablevision will provide CAO with 25 hours of VOD capacity. Cablevision reserves the right to determine the placement of the CAO VOD Content on its VOD menu and to drop programming more than 8 months old (other than the 5 allowed hours of "evergreen" programming) from the menu.

4.5. Standards for Public Access Channels

The provisions of 16 NYCRR §895.4 as it may be amended shall apply to this Agreement.

4.6. Indemnity for Public Access Channels

In accordance with 47 U.S.C. §558, Cablevision shall not incur any liability arising from or in connection with any program carried on the Public Access Channels. The rules and regulations adopted by the CAO for use of the Public Access Channels shall require all users of the channels to agree to indemnify Cablevision for any programming content.

4.7. Rights to Public Access Channel Programming

Cablevision shall have no rights to programming carried on the Public Access Channels by virtue of cablecasting or distributing such programming over its System, except for Cablevision's right to transmit such programming to its Subscribers. All rights to the programming content are intellectual property of the owner, regardless of the individual or entity requesting transmission. Cablevision shall have no editorial control over programming on the Public Access Channels except that Cablevision may, to the extent permitted by applicable law, refuse to retransmit any programming it deems to be obscene or invoking imminent violence. Cablevision has the right to notify CAO of any programming it deems to be commercial in nature and in violation of this Agreement and to the extent permitted by applicable law to refuse to continue to retransmit such programming.

4.8. Public Access Channel Interconnection

4.8.01. Cablevision, at its expense, shall interconnect its Cable System to the CAO's master control facility ("Public Access Channel Interconnection Site").

4.8.02. Cablevision will provide live feed fiber optic drops at its cost at four locations in its Service Area within the borough to be specified by CAO.

4.8.03. The CAO shall provide to Cablevision at the Public Access Channel Interconnection Site a suitable video and audio Signal(s) for each Public Access Channel. Cablevision, upon receipt of the suitable video signal(s), shall provide, install and maintain in good working order the equipment necessary for transmitting the Public Access Channel signals from the Public Access Channel Interconnection Site to Cablevision's video channel aggregation site for further processing for distribution to Subscribers. Cablevision's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Cablevision of suitable required space, environmental conditions, electrical power supply, access, pathway; and other facilities and such cooperation of the CAO as is reasonably necessary for Cablevision to fulfill such obligations, provided, however, that Cablevision shall not unreasonably or materially interfere with the CAO's operations or otherwise impose additional material burdens on the CAO. If Cablevision makes changes to its cable system that require improvements to the CAO's facilities to continue to be used as they were intended to under the terms of this Agreement and the franchise, then Cablevision shall, without charge to the CAO, make such changes in either the equipment and facilities at the CAO's master control location or at Cablevision's distribution equipment and facilities in order to permit the continuation of such intended use.

4.8.04. The CAO hereby authorizes Cablevision to transmit all Public Access Channel programming within the Borough's jurisdictional boundaries and without the Borough's jurisdictional boundaries to the extent such programming is transmitted to the adjacent borough or the immediately adjacent local franchising authorities in the adjacent county provided that Cablevision provides service in that area.

SECTION V - MISCELLANEOUS PROVISIONS

5.1. Effective Date and Term

5.1.01. This Agreement shall take effect on the date that the New York State Public Service Commission issues a certificate of confirmation for the Franchise Agreement (the "Effective Date"). Year 1 on Exhibit 1 shall be defined as commencing as of the Effective Date and ending at the end of the third complete calendar quarter after the calendar quarter in which the Agreement commenced if the commencement date is later than the first day of a calendar quarter.

5.1.02. This Agreement shall remain in effect throughout the Term of the Franchise Agreement, as provided in the Franchise Agreement, provided that the designation of the CAO by the Borough President remains in effect.

5.1.03. Nothing in this Agreement shall limit the authority of the New York State Public Service Commission ("PSC") to order the continuation of any rights and/or obligations in this Agreement during the pendency of a Temporary Operating Authority if the Franchise Agreement is not renewed upon its termination if the PSC deems it in the public interest.

5.2. Application to Successors

This Agreement shall bind Cablevision and its respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein to the extent they have not been fulfilled during the term of the Agreement shall survive the expiration date hereof. The CAO may not assign this Agreement except as approved by the Borough President. Any such assignment must be to an entity designated by the Borough President to operate the Public Access Channels and receive the Grants set forth herein. Notwithstanding the foregoing, Cablevision acknowledges and agrees that the CAO may assign the rights to receive the Cash Grant in Section 2.2 to its affiliate, The Fund for BRIC Community Media, Inc. provided that the Fund for BRIC Community Media, Inc. is approved by the Borough President and is a co-signatory to this Agreement and agrees to its terms.

5.3. Confidential Information

Except as may be required by applicable law, the CAO shall treat any information disclosed by Cablevision and so designated by Cablevision as confidential and proprietary, and shall only disclose it to employees, directors, the Borough President, DoITT, the Comptroller, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. For purposes of this Agreement, "proprietary or confidential" information shall be defined as any information that is reasonably determined by Cablevision to be competitively sensitive and so marked by Cablevision. If the CAO receives a request for the

disclosure of information that Cablevision has designated as confidential, trade secret or proprietary, the CAO shall notify Cablevision of such request.

5.4. Severability

With the exception of Section 2.1.02, if any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by a final order of any court of competent jurisdiction or by a final order of any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof; all of which will remain in full force and effect for the term of this Agreement

5.5. Entire Agreement

This Agreement constitutes the entire agreement between Cablevision and the CAO and it supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

5.6. Amendments and Modifications

Amendments and/or modifications to this Agreement shall not be effective unless mutually agreed to in writing by the parties.

5.7. Captions and Headings

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

5.8. Recitals

The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

5.9. Construction of Agreement

The provisions of this Agreement shall be liberally construed to effectuate their objectives.

5.10. Governing Law

This Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of Cablevision, and shall be governed by and construed in accordance with federal law and the laws of the State of New York.

5.11. No Third Party Beneficiaries

This Agreement is not intended to, and does not create any rights or benefits on behalf of any Person other than the parties to this Agreement. Nothing in this Agreement shall be interpreted to provide that Cablevision and the CAO are partners, joint venturers, agents or assignees of the other.

5.12. Force Majeure

Subject to the procedures set forth in the last sentence of this Section 5.12, Cablevision shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged default occurred or were caused by a Force Majeure, provided, however, that in the event that any delay in performance resulting from such a Force Majeure affects only part of Cablevision's capability to perform, Cablevision shall perform to the extent it is able to do so and shall take all steps, reasonably within its ability, to minimize the length and effect of such Force Majeure delay. Cablevision shall notify the CAO in writing of the occurrence of an event of Force Majeure, or a series of related events constituting an event of Force Majeure, which resulted in or is resulting in a delay in performance, such notice to be provided within twenty (20) business days of the event or series of events, or if notification within such period is not practicable under the circumstances, as soon as practicable.

5.13. Enforceability

Each party represents and warrants to the other that this Agreement (i) has been duly executed and delivered by such party and (ii) constitutes the valid and legally binding obligation of such party, enforceable in accordance with its terms.

5.14. Counterparts

The parties hereby agree that this Agreement may be executed in Counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.15. Notices

Every notice, order, petition, document, or other direction or communication to be served upon the CAO or Cablevision shall be in writing and shall be sufficiently given if sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, to the following addresses:

If to Cablevision, to:

Cablevision Systems New York City Corporation
1111 Stewart Avenue
Bethpage, NY 11714
ATTN: Legal Department

If to the CAO, to:

**Executive Director
BRIC Arts | Media | Bklyn, Inc
647 Fulton Street
Brooklyn, NY 11217**

Notwithstanding the foregoing, until further notice all payments and notices shall be delivered to:

**Executive Director
BRIC Arts | Media | Bklyn, Inc.
45 Main Street
Suite 530
Brooklyn, NY 11201**

Except as otherwise provided herein, the receipt of such notice, direction, or order shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may change the above notice addresses by notice to the other party.

Exhibit 1

Year	Amount Per Subscriber Per Month	Subscriber Cap (Actual average number of Subscribers but not more than the Subscriber Cap)	Cash Grant
1	\$1.40	175,000	\$1,000,000
2	\$1.40	190,000	\$500,000
3	\$1.40	230,000	\$0
4	\$1.40	250,000	\$0
5	\$1.40	250,000	\$500,000
6	\$1.40	290,000	\$0
7	\$1.40	290,000	\$0
8	\$1.40	290,000	\$0
9	\$1.40	290,000	\$0

At the end of each calendar year starting with the end of the third year, if during the previous consecutive two years, the number of Cablevision customers in the Borough has declined 20% or more, starting with the first quarter of the next year, the payment due will be reduced by the same percentage as the subscriber loss. Under no circumstances would this potential reduction take place before the fourth year of the term of this Agreement. Any such reduction must be the result of customer churn and not initiated by Cablevision's movement of its subscribers in the Service Area to a new multichannel video platform that it or an affiliated company operates. The CAO has the right to request, not more often than once a year, an independent audit at Cablevision's offices of the payment of the Public Access Channel Grant. The costs of such audit shall be borne by the CAO unless the audit shows that Cablevision has underpaid the Public Access Channel Grant by more than 5% in which case Cablevision shall be responsible for the costs of the audit.

APPENDIX D INSTITUTIONAL NETWORK

A. Basic Obligations

On the terms and subject to the conditions set forth herein, Franchisee* grants to the City during the Term of the Franchise an exclusive right of use (the "Right of Use") with respect to the Capacity (as defined below) solely for the City's noncommercial use as part of an institutional network (the "Institutional Network"):

1. The "Capacity" shall consist of ten percent (10%) of the capacity of the backbone of Franchisee's subscriber fiber optic network, but in no event more than six (6) fiber strands within such backbone. Franchisee also shall provide the City with additional Capacity, equivalent to two (2) fiber strands in addition to the six (6) fiber strands, where the backbone consists of more than 80 strands of fiber. (The term "backbone" as used in this Appendix D shall mean any portion of Franchisee's subscriber fiber optic network that contains twenty-four (24) or more fiber strands.) The fibers constituting the Capacity shall be referred to as the ("Fibers.") To the extent that Franchisee upgrades one or more segments of its backbone, the fiber strands for that upgraded segment to be allocated to the City's use under this Appendix shall come from the upgraded facility (that is, the City's strands shall not be allocated from older, pre-upgrade strands).
2. In lieu of providing additional Institutional Network capacity and facilities beyond that described in the preceding paragraph 1, Franchisee shall provide a payment, at the Closing, to the City in an amount equal to Seven Million Seven Hundred Eighty Two Thousand Dollars (7,782,000), covering the collective obligation of the Cablevision Franchisees under both this provision and the parallel provisions of the other Cablevision Franchise Agreement, which amount will be used by the City for capital costs associated with the use and implementation by the City of its Institutional Network.
3. Franchisee shall also provide the City during the Term of the Franchise with:
 - (a) maintenance as provided in Section B of this Appendix D;
 - (b) appropriate space, not to exceed two (2) standard racks, and primary and back-up power in a head-end office or other Franchisee location, as appropriate, for collocation of the City's equipment; and
 - (c) continued access to any other facilities that were being provided to the City for the Institutional Network pursuant to the 1998 Franchise as of January 1, 2011 .

* Capitalized terms not defined in this Appendix D shall have the same meanings as set forth elsewhere in the body of this Franchise Agreement.

4. Subject to the rights described in the second sentence of subsection 2. of Section C of this Appendix D, Franchisee shall retain undivided, absolute legal title and ownership in all backbone and additional fibers that constitute its System, including without limitation, all of the Fibers, and the City's rights with respect to the Capacity shall be limited to the Right of Use as expressly set forth in this Appendix D.
5. Subject to the rights described in the second sentence of subsection 2. of Section C. of this Appendix D, nothing herein shall be construed to confer upon the City any right to maintain, modify or alter the Fibers, or any of Franchisee's supporting facilities, or any right of physical access to the Fibers, or supporting facilities, or any right to encumber or use Franchisee's supporting facilities or any part thereof.

B. Maintenance

1. Franchisee will be responsible for maintaining and restoring (in the event of a cable damage or failure) the portions of Franchisee's subscriber network used by the City and collocated with Franchisee's network.
2. Maintenance shall include, at a minimum, fiber cable monitoring, testing and documentation of fiber decibel ("Db") loss budgets, and Optical Time Domain Reflectometer, Chromatic Dispersion and Polarization Mode Dispersion levels, to be agreed upon between the City and Franchisee, that conform to current industry standards of high quality, updates of engineering drawings and documentation and maintenance of any plant installed by Franchisee. Test results will be provided to the City in an easily readable electronic format (for example, Adobe Acrobat PDF). Franchisee shall provide to DoITT maps showing the location of all of Franchisee's backbone fiber, in an easily readable electronic format (for example, Adobe Acrobat PDF), subject to the confidentiality provisions of Section 11.1 of the body of this Franchise Agreement and Section I.1 of this Appendix D below.
3. Franchisee and DoITT will agree on a line and circuit-ID convention that will allow DoITT to communicate the identity of troubled lines and circuits to Franchisee representatives effectively and with certainty, and Franchisee will provide DoITT with contact information for DoITT that will allow DoITT to notify Franchisee immediately of any line or circuit trouble at any time, 24 hours a day, seven days a week. Franchisee is required to begin repair of interrupted or degraded service, or to take such necessary and appropriate measures to ensure service integrity, as soon as reasonably possible upon learning of such interrupted or degraded service or risk to service integrity. Such necessary and appropriate measures to ensure service integrity may include replacing fiber strands that are allocated for City use and collocated with portions of Franchisee's System that Franchisee has undertaken to replace. Notwithstanding the immediately preceding sentence, subject to the force majeure provision of Section 18.5 of the Franchise Agreement, as expeditiously as possible but no later than three (3)

hours after notification by the City or another person of such interrupted or degraded service or risk to service integrity, Franchisee shall be required: (i) to take such necessary and appropriate measures as are reasonable which would indicate the commencement of the repair of the interrupted or degraded service, or (ii) to take such other necessary and appropriate measures as are reasonable which would ensure service integrity.

C. Term

1. Subject to the terms of the Franchise Agreement, the City's Right of Use shall commence on the Effective Date of the Franchise Agreement and shall terminate in accordance with Section C.2 of this Appendix D.
2. In the event of the termination of the Franchise Agreement in accordance with Section 3 of the Franchise Agreement without any right of renewal, the City's Right of Use shall immediately terminate. Upon such termination, the City's ongoing rights with respect to the System, including those portions of the system which were subject to the City's Right of Use, shall depend on the nature of the disposition of the System pursuant to the applicable provisions of the body of this Franchise Agreement.

D. Credit/Refund

1. In the event (a) Franchisee makes the payment set forth in Section A.2 of this Appendix D, and (b) the City exercises the Early Termination Option described in subsections (b) and (f) of Section 3.1 of the Franchise Agreement of which this Appendix D is a part, then the City will refund to Franchisee the amount of the Post-Termination Share, as provided in paragraph 3. below of this Section D..
2. The Post-Termination Share as that term is used in this Section D shall mean the product of (x) the amount paid to the City at the Closing pursuant to Section A.2 of this Appendix D, multiplied by (y) the Post-Termination Percentage. The Post-Termination Percentage shall mean the fraction which results from dividing (x) the number of days in the period that begins on the Early Termination Notice Date (defined below) and ends on July 18, 2020, by the number of days in the period that begins on the date of the Closing and ends on July 18, 2020. The Early Termination Notice Date shall mean the date on which, Franchisee receives written notice of the City's exercise of its Early Termination Option.
3. If the City exercises the Early Termination Option and Franchisee is seeking renewal of its franchise, then the refund described in this Section D. shall be payable (x) if the City decides not to grant such renewal and such denial becomes final after all administrative and judicial appeals have been exhausted, then within sixty days after the first day such finality has been achieved, or (y) if such renewal is granted, then on the date the agreement memorializing such renewed franchise

becomes effective. If the City exercises the Early Termination Option and Franchisee is not seeking renewal of its franchise, then the refund described in this Section D. shall be payable within sixty days after the day that Franchisee's decision not to seek such renewal becomes final and irrevocable.

E. Use of Franchisee's Fibers

1. The City represents, covenants and warrants that it will use the Fibers granted hereunder in compliance with this Appendix D and subject to all other applicable codes, ordinances, laws, rules and regulations of any governmental authority having jurisdiction over such Fibers.
2. Subject to the provisions of this Appendix D regarding the City's Right of Use, the City may use the Fibers for the noncommercial purposes of the City and for no other purpose. The City acknowledges and agrees that nothing herein shall be construed to confer upon the City any rights to use any fibers or other equipment or facilities, other than the Fibers, included or incorporated in Franchisee's supporting facilities, or any other portion of the System.

F. Access

1. The City will not be entitled to any physical access to the Fibers or Franchisee's supporting facilities.
2. Franchisee shall control all activities concerning access to Franchisee's System, including the Fibers and Franchisee's supporting facilities.
3. Any maintenance or repair work required respecting the Fibers required by the City for any reason, including, without limitation, splicing of the Fibers or the installation of handholes or other physical access points shall be undertaken only by Franchisee at the City's request. All such work shall be performed for such charges and on such terms and conditions are agreed to by Franchisee and the City in writing.
4. To the extent the installation or the City's use of any Fibers requires the removal or remediation of hazardous materials, such removal or remediation shall be the sole responsibility of the City, and Franchisee shall have no obligation to perform such installation until all appropriate removal and remediation of hazardous materials has been completed by the City to the reasonable satisfaction of Franchisee.

G. Operations

1. The City shall not interfere with, or adversely affect the use by any other Person of, Franchisee's System and/or any electronic or optronic equipment used by Franchisee in connection therewith.

2. The City acknowledges and agrees that, except with respect to the Capacity on the Fibers, Franchisee is not supplying, nor is Franchisee obligated to supply to the City, any of the equipment, optronics or electronics or optical or electrical equipment, electrical power, any related facilities, or any space for the placement thereof (except as expressly agreed by the Parties pursuant to another agreement or agreements executed by the Parties), for the City's use of such Capacity, all of which are the sole responsibility of the City.

H. Assignment

1. The City shall not have the right to assign the Right of Use or any other rights with respect to the Fibers without the written consent of Franchisee, which consent may be withheld in Franchisee's sole and absolute discretion.
2. Subject to the provisions of this Appendix D, the Right of Use and each of the Parties' other respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the respective Parties hereto and each of their respective permitted successors and assigns.

APPENDIX E

CONSTRUCTION TERMS

A. Location. All transmission cables and related facilities, installed following the Effective Date, which are used to provide the services which Franchisee is authorized to provide by reason of this Agreement shall be installed in compliance with the following provisions.

1. In order to assure efficient management and use of the Public Rights-of-Way, Franchisee shall install all cables and other equipment located within the Public Rights-of-Way in a manner consistent with existing telephone or public utility lines, which general requirement shall include, without limitation, the following specific obligations:

(a) If and when Franchisee seeks to install cables and related equipment within the Public Rights-of-Way Property, on a street and in a manner such that Empire City Subway Company, Ltd. or its successor ("ECS") is obligated under contract with the City to provide ducts or conduits in which such Franchisee facilities could be installed, Franchisee shall install such cables and related equipment within the duct and conduit facilities of ECS (and if no space is available within the facilities of ECS, Franchisee shall apply to ECS-for construction of new facilities necessary to support Franchisee's installation, provided that the terms which ECS sets on such occupancy are in compliance with its contractual obligations to the City. If the City's contractual arrangements with ECS-as they exist as of the Effective Date should change in a material manner or be replaced during the term of this franchise, the terms of this subsection (a) shall be deemed adjusted to reflect such reasonable new arrangements regarding management and use of common duct and conduit facilities as may be adopted by the City.

(b) In any area of the City where all existing landline communications cables and public utility lines in the Public Rights-of-Way are located underground, Franchisee shall install its cable and related facilities underground, except as otherwise provided in this Franchise Agreement or as otherwise approved by the agencies of the City having jurisdiction over such matters. Where any such cables or lines are above ground at a particular location, Franchisee may elect to install its cables and related facilities above ground (provided that any such above ground installation of Franchisee shall be subject to the City's right to subsequently require such above ground installation to be relocated underground, at Franchisee's expense, if and when all other above ground cables and lines at that location are required to be relocated underground at the expense of the owner or owners of such other cables and lines). At any location where some, but not all, existing landline communications cables and/or public utility lines are located underground, prior to installing its cable and related facilities above ground at such location Franchisee shall provide DoITT at least sixty days advance notice of its plans for such above ground installation so as to allow DoITT to review the basis for such existing inconsistency in the location of facilities in the relevant location.

2. Franchisee shall, in order to minimize the burden on the Public Rights-of-Way, install its cables and other equipment (not otherwise covered by Section 1(a) above of this Appendix) using suitable, existing Utility Facilities (defined as telephone, energy transmission or other utility ducts, conduits, poles or similar facilities), subject to such Utility Facilities being

available for use by Franchisee on reasonable terms and conditions, including, without limitation, reasonable terms as to price, timing and access (with respect to those Utility Facilities that are available pursuant to, and on terms and conditions which are in accordance with, applicable federal and state law and regulations, such terms and conditions shall be considered reasonable for purposes of this paragraph). If and when space for Franchisee to install its cables and related equipment using such existing Facilities cannot be obtained on such reasonable terms and conditions, Franchisee may install its own such facilities, provided that:

(a) Franchisee shall first obtain, at its own expense, all necessary permits from the City's Department of Transportation and/or other applicable City agencies, including, with respect to additional above ground poles or similar facilities, and possible land use review pursuant to Department of City Planning requirements, all of which City agencies shall apply criteria and standards of review which are non-discriminatory as between Franchisee and other users of the Public Rights of Way (in addition, prior to applying for any such permit, Franchisee shall have submitted to DoITT for DoITT's approval (not to be unreasonably withheld), and received DoITT's approval of, a plan indicating all anticipated requests for permits to be made pursuant to this provision, which plan may be updated from time to time by submission and approval of an updated plan);

(b) all above-ground facilities will be maintained in accordance with such maintenance standards applicable to such facilities as are or may hereafter be established by the City ; and

(c) nothing herein shall be deemed to relieve any owner or operator of any telephone or utility duct, conduit, pole or similar facility of any obligation they may have to make such property available for the System.

3. In the event of any inconsistency between this Appendix E and applicable provisions of the New York City Administrative Code or rules of the New York City Department of Transportation (the "Department of Transportation"), or other rules of the City, such provisions and rules shall prevail.

4. Notwithstanding any provisions to the contrary set forth in this Appendix E or in the Franchise Agreement of which this Appendix E is a part, Franchisee shall be authorized pursuant to the Franchise Agreement to install, operate and/or maintain equipment pedestal boxes above ground on the surface of City sidewalks to provide the services authorized under this Agreement provided that (a) Franchisee abides by the requirements of Attachment 1 attached to and made a part of this Appendix E and the Franchise Agreement and (b) such boxes are not located in those portions of the City in which Empire City Subway, Ltd. is required by contract with the City to construct and maintain underground conduits for communications lines.

B. Additional Construction Terms

1. Franchisee shall comply with all applicable federal, state and City laws, rules, codes, and other requirements of general application, in connection with the construction, repair, upgrade and maintenance of the System in the Public Rights-of-Way, now or hereafter in effect, provided such are lawful and not preempted.

2. The installation of all cables, wires, or other component parts of the System in or on any structure in the Public Rights-of-Way shall be undertaken in a manner which does not interfere with the operation or use of any existing conduit or preexisting system or facility of any third party.

3. Franchisee must comply with, and shall ensure that its subcontractors comply with, all applicable lawful rules, regulations and standards of the Department of Transportation provided such are lawful and not preempted. If the construction, upgrade, repair, maintenance or operation of the System does not comply with such lawful, non-preempted rules, regulations and standards, Franchisee must, at its sole cost, remove and reinstall such cables, wires or other component parts of the System to ensure compliance with such rules, regulations and standards.

4. (a) Beginning on the date six (6) months following the Effective Date Franchisee shall provide, in a format acceptable to the Commissioner, and to the extent (pursuant to subparagraph (c) below) different from the requirements set forth in subparagraph (b) below, consistent with industry standards, maps and other information detailing the location of the System installed in the streets of the City pursuant to this Agreement.

(b) As of the Effective Date, the following format is acceptable to the Commissioner:

(i) For any installation where Franchisee initiated a street cut and installed its own duct and fiber, all locations of such infrastructure elements must be produced utilizing the City's accurate physical base map (NYCMAP). The submission must be digital – provided on a CD, DVD or external hard drive and the infrastructure elements depicted must be accurate within two feet vertically and six inches horizontally, to match with the NYCMAP.

(ii) For any installation where Franchisee used the ducts of a third party, Franchisee shall use its best efforts to create maps using such specific source information, datapoints and detail as may have been made available to Franchisee upon Franchisee's request from the third party owning the underlying facilities where the System is installed.

(iii) The data, both graphical and attribute, must be formatted so that it can be easily read into an Oracle 10g database. Line styles and symbols must conform to DoITT standards and all data must be structured according to DoITT specifications. Acceptable formats include, but are not limited to: ESRI shapefiles (preferred) and drawing interchange file.

(c) Upon written and reasonably advance notice to Franchisee, the Commissioner may reasonably change the format requirements described in (b) above, provided that such revised format requirements apply to all other franchised providers of Cable Service in the City.

(d) The City agrees that it shall treat any information provided to the City by Franchisee pursuant to this Section 4 of this Appendix E as "proprietary and confidential" in accordance with the provisions of Section 11.1 of the Franchise Agreement.

ATTACHMENT 1 TO APPENDIX E

STANDARDS FOR ON-STREET COMMUNICATIONS PEDESTAL STRUCTURES

1. APPLICABILITY

The standards described in this Attachment 1 shall apply, unless and until revised as described in Section 10 of this Attachment 1, to all "On-Street Pedestal Structures" (hereinafter referred to as "Pedestal Structures"), for which sidewalk opening permits are granted by the Department of Transportation (DOT) after November 13, 2000, defined as any communications utility box and related construction, such as foundations and bollards, which are located, in whole or in part, above grade and within the right-of-way of a public street, except when such box is located on a pole.

2. LOCATION STANDARDS

a. Clearance

- i.** Corner Clearance Policy: Pedestal Structures shall comply with Executive Order #22 of April 13, 1995, plus an additional ten feet clearance; that is, there shall be a minimum distance of 20 feet between the "corner," as defined in Executive Order #22 (attached) or any superseding Executive Orders, and any Pedestal Structure.
- ii.** The edge of any Pedestal Structure nearest the curb shall be a minimum of 18 inches and a maximum of 24 inches from the curb.
- iii.** A minimum clear path of 8 feet or one-half the width of the sidewalk width, whichever is less, shall be maintained. However, in no case shall the minimum clear path be less than 4 feet.
- iv.** Minimum Distance between Pedestal Structures and Other Street Furniture: Varies depending on adjoining furniture; see attached Table 1.

b. Required Distance from other Pedestal Structures

- i.** A minimum distance of 100 feet shall be maintained between any two Pedestal Structures, regardless of ownership, along any block-front; and
- ii.** A maximum of three Pedestal Structures shall be permitted on any single block-front.

3. DIMENSIONAL STANDARDS

- a. **Height:** 2 feet-3 inches minimum and 4 feet maximum (excluding supporting base). The maximum height of any base structure, separate from the Pedestal Structure shall be 4 inches.
- b. **Length (dimension parallel to curb):** 6 feet maximum
- c. **Width (dimension perpendicular to curb):** 2 feet-4inches maximum
- d. **Area:**
 - i. Pedestal Structures greater than 3 feet in height shall have a maximum area as follows:
 - (1) 7 square feet if the width is less than or equal to 18 inches;
 - (2) 4.25 square feet if the width is greater than 18 inches
 - ii. Pedestal Structures less than or equal to 3 feet in height shall have a maximum area of 14 square feet.

4. GENERAL DESIGN STANDARDS

- a. All Pedestal Structures shall be constructed of steel or similar durable, vandal resistant materials.
- b. Materials shall have a low degree of light reflectivity.
- c. Pedestal Structures shall have no sharp edges or protuberances.
- d. **Advertising Prohibited:** No advertising shall appear on any Pedestal Structure.
- e. **Identifying Information:** Each Pedestal Structure shall have the following information permanently displayed on its surface.
 - i. Name of the service provider; and
 - ii. The name, address and phone number of the service provider contact for complaints regarding the pedestal Structure and a statement that the structure is subject to City jurisdiction and that complaints may be made by calling 311.

The required information shall be placed in an easily visible location facing the pedestrian pathway and appear in clearly legible letters a minimum of ½ inch in height. The logo of the communications service provider may be included with the required information provided that the maximum coverage of all such information, including the logo, shall not exceed 48 square inches.

5. FRANCHISEE MANAGEMENT STATEMENT

The following information shall be provided to the New York City Department of Information Technology and Telecommunications (DoITT) with respect to a proposed on-street Pedestal Structure:

- a. Description of potential off-street and pole-mounted locations and reason(s) for their rejection.
- b. The address and owner(s) name(s) where the communications service provider has been refused off-street access to install equipment to be placed in the Pedestal Structure;
- c. Description of alternate on-street locations which are consistent with these standards and reason(s) for their rejection;
- d. When the communications service provider is utilizing more than one size Pedestal Structure within the City, explanation of the technical and/or engineering requirements for proposal to install other than the smallest Pedestal Box in current use by the provider; and
- e. Where the proposed on-street location is determined to be unsatisfactory DoITT may require additional information as to the actions taken pursuant to sections (a), (b) and (c) above as well as to require consideration of additional off-street locations or the installation of a pole-mounted structure.

6. FRANCHISEE ENGINEERING PLANS: SUBMISSION REQUIREMENTS

Concurrent with submission of Franchisee Management Statement, drawings showing the following information shall be provided to DoITT:

- a. Exact location and size of the proposed Pedestal Structure;
- b. Placement and distance of nearest Pedestal Structures;
- c. Placement and distance of other street furniture at and adjoining the proposed location;
- d. Number and location of homes served by the equipment to be installed in the proposed Pedestal Structure;
- e. List of the electronics to be placed in the Pedestal Structure; and;
- f. A completed DOT permit form for sidewalk opening.

7. CITY AGENCY APPROVAL

- a. DoITT: documentary and on-site review.
- b. Landmarks Preservation Commission approval, as necessary for Pedestal Structures to be located in historic districts
- c. DOT (following DoITT sign-off): review and issuance of sidewalk opening permit.

8. MAINTENANCE

Pedestal Structures, including any supporting base, shall be maintained in accordance with the following:

- a. Any individual Pedestal Structure reported to a communications service provider contact for complaints (identified pursuant to section 4(e)(ii) above) as having, graffiti or stickers shall be cleaned within 5 working days;
- b. The communications service provider shall establish a regular 30 day cleaning cycle, or such other schedule as may be acceptable to DoITT, to ensure that the Pedestal Structure is maintained in a clean condition, free of litter, rust, debris, stickers, graffiti and grime; and
- c. The quarterly preventive maintenance report to DoITT must include certification that all Pedestal Structures were cleaned in accordance with the regular cleaning cycle, as well as a log showing dates of receipt of complaints with regard to individual Pedestal Structures and date of response.

9. WAIVER

The Commissioner of DoITT may, in his or her sole discretion waive or modify these standards in specific cases when 1) compliance with the standards is impossible or impracticable, and precludes the petitioner from providing its standard communications services and 2) when, in the Commissioner's sole opinion, the public health, safety and general welfare will not be endangered thereby. The petitioner shall request such waiver in writing and shall provide any information requested by DoITT, which may assist the Commissioner in his or her determination.

10. REVISION OF STANDARDS

The standards set forth in Sections 2, 3 and 4, and Table 1, of this Attachment 1 shall be subject to revision by the City's Department of City Planning ("DCP") as follows, and to the extent such standards are thus revised, Franchisee shall thereafter be subject to such revised standards as if they had been expressly set forth herein: DCP may adopt such revised standards provided such revised standards (i) reflect streetscape and urban design considerations, (ii) are arrived at after Franchisee is given 30 days advance notice of the opportunity to comment in person and in writing and such comments, including without limitation, any comments with respect to the cost of implementation, are duly considered, (iii) are consistent with the ability of Franchisee to provide the services authorized by the Franchise Agreement of which this Attachment is a part, and (iv) do not limit the continued operation and maintenance of facilities installed pursuant to a franchise agreement, if any, previously executed by the City and Franchisee

("maintenance" as that term is used in this clause (iv) is understood to include, without limitation, replacement in kind of individual units as they are damaged or malfunction or otherwise reach the end of their useful life).

TABLE 1: Minimum Distances between Street Furniture (from DOT Revocable Consents)

Street Furniture (feet)	Minimum	Clearance
Subway Entrance (open side)	15	
Sidewalk Cafes	15	
Newsstand	15	
Bus Stop (with/without shelter)	15	
Fire Hydrant/Standpipe	10	
Driveway	10	
Bicycle Rack (including bicycles)	8	
Street Tree	5	
Bench	5	
Principal Building Entrance	5	
Ramp intended to provide access for people with disabilities	5	
Subway Entrance (closed end or side)	5	
Public Telephone	5	
Planters on the sidewalk not adjacent to the building façade	5	
Mail Box	4	
Street Lights	4	
Parking Meters	4	
Edge of Tree Pit	3	
Street Signs	3	
Utility Hole Covers, Cellar Doors, Areaways	3	
Transformer Vault [†] , Sidewalk Grates	3	
All Other Legal Street Furniture	5	

[†] This restriction does not apply to vaults owned by Franchisee or its affiliates.

APPENDIX F

FORM OF OUTAGE REPORT

Sample Planned and Unplanned Quarterly Outage Report

Month: July Franchise: New York City Company: [Name of Franchisee]

<u>Date</u>	<u>Start Time</u>	<u>End Time</u>	<u>Zip Code(s) Affected</u>	<u>Cause - Resolution</u>	<u>Subscribers Affected</u>	<u>Outage Duration In Hours</u>	<u>Subscriber Outage Hours</u>
<u>Planned</u>							
7/1 /10	9:30	11:00	90210	Activated replacement feeder	36	1.5	54.0
7/4 /10	10:00	10:30	90212	Upgraded tap	20	0.5	10.0
7/1 0/1	13:00	13:15	90202	Replaced power inserter	0.25	168	42.0
7/1 5/1	8:30	8:33	90255	Upgraded amplifier	44	0.05	2.2
7/2 2/1	11:30	11:45	90333 & 90215	Power supply issue	188	0.25	47.0
7/2 9/1	14:00	14:30	99299	Distribution cable replacement	82	0.5	41.0
0					<u>Planned</u>	<u>Total</u>	196.2
<u>Unplanned</u>							
7/2 /10	14:00	14:30	90211	Replaced node module	286	0.5	143.0
7/5 /10	13:00	13:15	90322, 90467	Power outage-on generator	560	0.25	140.0
7/1 1/1	9:30	11:00	90566	Replaced UG dist. Tap	55	1.5	82.5
0							

APPENDIX G

FORM OF PERFORMANCE BOND

**[TO BE INSERTED AT CLOSING; FORM COMPARABLE TO THAT PROVIDED IN
1998 WILL BE ACCEPTABLE TO CITY]**

APPENDIX H

FORM OF GUARANTY

In consideration of the grant of the franchise applicable to the Borough of Bronx described in the franchise agreement (the Franchise Agreement") entered into by and between the City of New York and Cablevision Systems New York City Corporation dated _____, 2011, the undersigned Cablevision Systems Corporation hereby unconditionally and irrevocably agrees to provide all the financial resources necessary for the observance, fulfillment and performance of the payment obligations of Franchisee ("Franchisee") under the Franchise Agreement and also to be legally liable for performance of said obligations in case of (a) default by Franchisee or (b) revocation or termination for default of the Franchise Agreement to the extent such payment obligations survive such revocation or termination.

Corporate Seal:

CABLEVISION SYSTEMS CORPORATION

By: _____
Signature

Type or Print Name and Title

Date

APPENDIX I

INVESTIGATIONS CLAUSE

1.1 Franchisee agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("State") or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

1.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State, or;

(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:

1.3 (a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(b). If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final

determination pursuant to Section 1.4 below without the City incurring any penalty or damages for delay or otherwise.

1.4 The penalties that may attach after a final determination by the commissioner or agency head pursuant to a hearing described in Section 1.3 above may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

1.5. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below, in addition to any other information that may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section 1.4 above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph 1.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

1.6 Definitions

(a) The term "license" or "permit" as used in this Appendix shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

(b) The term "person" as used in this Appendix shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used in this Appendix shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

(d) The term "member" as used in this Appendix shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

APPENDIX J

CURRENT CHANNEL LINEUP

[CURRENT CHANNEL LINEUP TO BE INSERTED AT CLOSING]

iQTV Channel Lineup - Brooklyn

Effective 6/11

Channel	Description	Channel	Description	Channel	Description	Channel	Description
1	New York 1 News	200	World Picks Latino	321	Showtime Showcase	517	Too Much For TV
2	WCBS (2) New York (CBS)	201	On Demand	322	Showtime Extreme		On Demand
3	WPXN (61) New York (ION)	202	TVE Internacional	323	Showtime Beyond	600	IO Quick Views
4	WABC (6) New York (ABC)	203	CNN en Español	324	Showtime Next	601	Market Showcase
5	WAWV (6) New York (FOX)	204	Momentum TV	325	Showtime Family Zone	603	Market Showcase Plus
6	WKTU (41) Paterson (Univision)	205	MSS Plus	326	Showtime Women	604	MSS Interactive
7	WABC (7) New York (ABC)	206	YES Network	327	Showtime West	605	Optimum Autos
8	M9 New York	207	YES Network	328	Showtime 100 West	606	Optimum Autos
9	(MNT-WWOR)	208	Showtime Too	329	Showtime Showcase West	609	More Market Showcase
10	WLNY (60) Ryehead (ND)	209	Flix	330	Sarz On Demand	612	TAG Games
11	WFX (11) New York (CW)	210	Pay Per View	340	Sarz	614	News 12 Interactive
12	WXX (11) New York (CW)	211	Pay Per View	341	Sarz Cinema	615	MSS Varsity Interactive
13	WNET (13) New York (PBS)	212	Playboy TV (Adult)	342	Sarz Ads & Family	617	The Lustgarten Foundation
14	WNET (13) New York (PBS)	213	Splice Access (Adult)	343	Sarz Edge	620	HSTV Interactive
15	CVC	214	Travel Channel	344	Sarz In Black	621	Food Network Interactive
16	WUJU (47) Linden (TeleRando)	215	Food Network	345	Sarz West	640	Callers ID on 10 TV
17	WFTY (67) Smithtown (TeleFuture)	216	HSTV	349	Encore On Demand	641	Optimum Live
18	WRNN (62) Kingston (ND)	217	Speed Channel	350	Encore	660	Metro Ethernet Now
19	WABC (63) Newton (ND)	218	IO Digital Channel Guide	351	Encore Action		
20	WUJI (21) Plainville (PBS)	219	C-SPAN 3	352	Encore Mystery		
21	WUJI (21) Plainville (PBS)	220	EuroNews	353	Encore Mystery		
22	MUSIBC	221	BBC World News	354	Encore Westerns		
23	CNBC	222	Bloomberg TV	355	Encore Love		
24	FOX News Channel	223	FOX Business Network	356	Encore Drama		
25	Discovery Channel	224	Live Well	357	Encore Warm		
26	LU	225	NBC NY Non-Stop	370	Cinemax On Demand		
27	The Net	226	Universal Sports	371	ActionMAX		
28	Disney Channel	227	Antenna TV	372	MoreMAX		
29	Cartoon Network	228	Estrella TV	373	ThrillerMAX		
30	Nickelodeon	229	NYS Legislative TV	374	WMAX		
31	Essential	230	Leased Access	375	@MAX		
32	ESPN	231	The Hub	376	5 StarMAX		
33	ESPN2	232	Nick Jr.	377	OuterMAX		
34	ESPN3	233	Nicktoons TV	378	Cinemax West		
35	USA Network	234	Teen Nick	379	TMC On Demand		
36	TBS	235	Team Nick	380	TMC Xtra		
37	FX	236	Boomerang	381	TMC West		
38	FX	237	Kids Theater	382	TMC Xtra West		
39	FX	238	WUJM Create	389	Tennis Channel		
40	FX	239	Trinity Broadcasting Network	400	MLB Network		
41	Turner Classic Movies	240	EWTN	401	NHL Network		
42	WU-TV	241	Daystar	402	TVG Network		
43	AMC	242	Telecare	403	FUEL TV		
44	El Nino	243	ESPN Classic	404	FOX College Sports Pacific		
45	Lifetime	244	ESPNNEWS	405	FOX College Sports Central		
46	A&E	245	FOX Soccer Channel	406	FOX College Sports Atlantic		
47	History	246	CBS Sports Network	407	Outdoor Channel		
48	ABC Family	247	ESPN2	408	VERSUS		
49	Comedy Central	248	The Golf Channel	409	GO! TV		
50	El Nino	249	NBA TV	410	The Golf Channel		
51	MTV	250	MLB Network	411	MavTV		
52	MTV	251	NBA TV	412	CBS Sports Network		
53	MTV	252	National Geographic Wild	413	Big Ten		
54	MTV	253	National Geographic	414	IO Sports		
55	MTV2	254	History International	415-429	NHL Center Ice/ MLB Extra Innings		
56	Animal Planet	255	History	430	NBA TV		
57	Religious Programming	256	Chiller	432-441	NBA League Pass/ MLS Direct Kick		
58	SportsNet New York	257	Sci-Fi Channel	445-450	ESPN Game Plan/ IO Sports2		
59	News 12 Traffic & Weather	258	Search	460	FOX Soccer Plus		
60	The Weather Channel	259	Investigation Discovery	461	Sportsman Channel		
61	News 12 Traffic & Weather	260	Planet Green	462	Neo Cricket		
62	News 12 Traffic & Weather	261	G4	463	Fight Now		
63	News 12 Traffic & Weather	262	Style	464	Free On Demand		
64	News 12 Traffic & Weather	263	Logo	500	Free On Demand		
65	News 12 Traffic & Weather	264	OWN	502	Disney Channel		
66	News 12 Traffic & Weather	265	C-SPAN 2	503	HBO On Demand		
67	News 12 Traffic & Weather	266	Brooklyn Community Access	506	heret On Demand		
68	News 12 Traffic & Weather	267	Brooklyn Community Access	507	Anime Network		
69	News 12 Traffic & Weather	268	Brooklyn Community Access	508	IFC In Theaters		
70	News 12 Traffic & Weather	269	Brooklyn Community Access	512	WWE Classics		
71	News 12 Traffic & Weather	270	Brooklyn Community Access	513	Howard TV On Demand		
72	News 12 Traffic & Weather	271	Brooklyn Community Access	515	Adult On Demand		
73	News 12 Traffic & Weather	272	Brooklyn Community Access	516	Playoff TV On Demand		
74	News 12 Traffic & Weather	273	Brooklyn Community Access				
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199	News 12 Traffic & Weather	398	Brooklyn Community Access				

APPENDIX K

FORM OF FRANCHISE FEE REPORT

FRANCHISE FEE(S)

YEAR 2010 QUARTERLY PAYMENT SCHEDULE

Payment Period:	<input type="checkbox"/>	1 st Quarter	[January 1 – March 31]	90 days
(Check one)	<input type="checkbox"/>	2 nd Quarter	[April 1 – June 30]	91 days
	<input type="checkbox"/>	3 rd Quarter	[July 1 – September 30]	92 days
	<input type="checkbox"/>	4 th Quarter	[October 1 – December 31]	92 days

All payments made pursuant to Section 9.1.01 of the Franchise Agreement shall be made on a quarterly basis within thirty (30) days of the close of each calendar quarter.

In the event that any payment required by the Franchise Agreement is not actually received by the City within thirty (30) days of the close of each calendar quarter, interest thereon shall accrue from such date until payment is received in full.

All compensation reports furnished by Franchisee or its agent or designee in accordance with the Franchise Agreement shall be certified by an Officer of Franchisee to be correct and in accordance with the books of account and records of Franchisee or its agent or designee. Any false entry in the books of account of Franchisee or false statement in the reports submitted to the City as to a material fact, intentionally or negligently made by Franchisee, shall constitute an Event of Default.

CABLE FRANCHISE FEE COMMISSION REPORT

Company: _____ Year _____ Quarter _____

Franchise Fee Calculation

Subscriber Revenues

Installation _____

Subscriber Revenue _____

Equipment Rental Revenue _____

Revenue Attributed to Franchise Fee Reimbursement _____

Bad Debt Adjustment _____

Other Subscriber Revenue _____

Free Services and Barter _____

Total Subscriber Revenues (A)
\$ _____

Subscriber Revenue Breakdown

**Number of Total Basic Service Only
Subscribers:** _____
(Residential)

x Average Revenue per Basic Service Only Subscriber: _____

+ Value of Free Services and Barter: _____

= Revenue from Basic Only Subscribers: _____

**Number of Total Basic Service Only
Subscribers:** _____

(Bulk-Apartment, Other Multiple Dwelling)

x Average Revenue per Basic Service Only Subscriber: _____

+ Value of Free Services and Barter: _____

= Revenue from Basic Only Subscribers: _____

**Number of Total Basic Service Only
Subscribers:** _____

(Commercial)

x Average Revenue per Basic Service Only Subscriber: _____

+ Value of Free Services and Barter: _____

= Revenue from Basic Only Subscribers: _____

of Subscribers to [Insert Tier]: _____

x Average Price per [Insert Tier] Subscription:

+ Value of Free Services and Barter: _____

= Revenue from [Insert Tier] Subscription: _____

**# of Subscribers to [Insert
Tier]:** _____

**x Average Price per [Insert Tier]
Subscription:** _____

+ Value of Free Services and Barter: _____

= Revenue from [Insert Tier] Subscription: _____

[Repeat Above for Each Tier of Cable Service Available]

SHOW CALCULATION OF CABLE REVENUE FORMULA WHEN BUNDLED WITH OTHER SERVICES

of Premium Services

Sold: _____

x Average Price per Premium Service

Sold: _____

+ Value of Free Services and Barter: _____

= Revenue from Premium Services _____

of Pay Per View Sales:

x Average Price of PPV Show/Event/Movie

Sold: _____

+ Value of Free Services and Barter: _____

=Revenue from PPV Sales: _____

Equipment Rental Revenue Breakdown by Equipment: _____

_____ Pieces of [Insert Equipment Type] Rented x [Equipment Rental Price] _____

Rev. from [Insert] _____
[Repeat Above for Each Equipment Type]

Equipment Rental Revenue Breakdown by Equipment: _____

_____ Pieces of [Insert Equipment Type] Rented x [Equipment Rental Price] _____

Rev. from [Insert] _____
[Repeat Above for Each Equipment Type]

Non-Subscriber Revenue

Advertising Revenue _____

Free Services and Barter _____

Other Service/Non Subscriber Revenue _____

Total Non-Subscriber Revenues

(B)

\$ _____

Franchise Fees Calculation

Total Gross Revenue for the Quarter (A + B)

\$ _____

5 % of Gross Receipts for the Quarter

\$ _____

Deducted Net Payment to New York State Public Service Commission

\$ _____

Qtr Franchise Fee Payment to NYC

\$ _____

Affirmation:

I certify that to the best of my knowledge and belief the calculations above are correct and in accordance with the books and records of this company.

Date Submitted

Signature of CFO or Equivalent

Company Name

PAYMENT

CHECKS MUST BE MADE PAYABLE TO THE NYC DEPARTMENT OF FINANCE.

REMIT PAYMENT TO:

DoITT
DIRECTOR OF FRANCHISE AUDIT & REVENUE
75 PARK PLACE, 9TH FLOOR
NEW YORK, NY 10007

APPENDIX L

SUBSCRIBER SERVICES TO GOVERNMENTAL FACILITIES

Franchisee shall continue to provide, free of charge, throughout the Term, to all those government and government-related locations within the Franchise Area that it is currently providing Cable Services, those services which it was providing free of charge to such locations as of April 1, 2011 (to the extent that Franchisee was incorrectly charging for a service to any such location as of April 1, 2011, that is, pursuant to an agreement applicable as of such date it should not have been thus charging for such service, such service shall be treated as being provided free of charge as of such date for purposes of this Appendix). In addition, to the extent Franchisee was not providing, as of April 1, 2011, free of charge, services consistent in nature and scope with the following, to the following locations, Franchisee shall promptly commence the provision of such services free of charge to such facilities as hereinafter described (including installation of necessary facilities to the extent not already installed):

Brooklyn Public Library

Provide service to the Homecrest and Borough Park Public Library locations.

Parks Department

Provide service to the following Parks facilities that will serve as evacuation sites in the event of an emergency.

Bronx

OWEN DOLEN
450 St Ann's Avenue
Bronx, NY 10461
718-402-5155

ST MARY'S
2551 Westchester Square
Bronx, NY 10455
718-822-4282; 4202

ST JAMES
2530 Jerome Ave
Bronx, NY 10468
718-367-3657; 3658

WILLIAMSBRIDGE OVAL
3225 Reservoir Oval East
Bronx, NY 10467
718-654-1851

RANAQUA - BRONX HEADQUARTERS
1 Bronx River Parkway
Bronx, NY 10462
718-430-1800

Brooklyn

BROWNSVILLE
1555 Linden Boulevard

Brooklyn, NY 11212
718-345-2706

ST JOHN'S
1251 Prospect Place
Brooklyn, NY 11213
718-771-2787

HERBERT VON KING
670 Lafayette Ave
Brooklyn, NY 11216
718-622-2082