

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 Franchisee who routinely comes into contact with members of the public at their places of residence must wear a Franchisee-provided picture identification card clearly indicating his or her employment with Franchisee. The photograph on the identification card shall 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 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 Franchisee. The parties acknowledge that each Franchisee employee who routinely comes into contact with members of the public at their places of residence shall wear a uniform provided by Franchisee, in addition to the foregoing requirements with respect to identification cards, except (a) employees, such as salespeople, who do not provide installation or repair services are not required to wear uniforms, and (b) to the extent such requirement is affected by or subject to any contractual agreement(s) between 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, Franchisee shall provide the following subscription information in a clear, complete and comprehensible form:

(i) a description of the Cable Services provided by 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 Franchisee's charges for connecting such devices to the System;

(iv) a description of 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 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 Franchisee, 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 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. 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 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 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, 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 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 Franchisee's customer service telephone system, including any cable information service line established by 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;

(iv) the policies governing 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 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 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 16.3 of the body of this Agreement;

(ix) if provided to Franchisee by the City in a format reasonably acceptable to 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 Franchisee's employees or its agents to Subscriber property in connection with the installation, repair or disconnection of Cable Service; and

(xii) the steps for resubscribing to Cable Service after an involuntary termination.

2.1.2 Franchisee shall train and make available customer service representatives to aid by telephone visually impaired consumers who cannot read the Welcome Kit. 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 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 Franchisee must be supplied with a copy of the Welcome Kit immediately. 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. Franchisee shall notify all Subscribers of the availability of the Welcome Kit electronically on the System from time to time. With respect to the provision of the Welcome Kit to new Subscribers, Franchisee shall also provide any information to such Subscribers that is required by applicable law but is not listed in Section 2.1.1 above of this Appendix A.

2.1.4 Franchisee shall provide each customer service representative and each salesperson of 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 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.

2.2 Channel Line-Up. 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 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, Franchisee shall offer "appointment window" time blocks of not more than four (4) hours on weekdays, for the selection of the Subscriber or potential Subscriber, during which Franchisee's work crew shall arrive to perform the installation of the necessary equipment to receive Cable Service (on Saturdays Franchisee may in its discretion offer "appointment windows," but shall, in any event, comply with the full 8:00 a.m. to 5:00 p.m. working period described in Section 2.3.2 below). Franchisee shall use reasonable efforts to complete the installation during that appointment.

2.3.2 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, Franchisee shall provide installation throughout its Franchise Area on a nondiscriminatory basis.

2.3.3 Subject to the terms of Article 5 of the body of this Agreement, unless a later date is requested by a potential Subscriber, 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, 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 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 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 to perform its obligations under this Section 2.3.

2.4 Nature of the Request for Installation.

2.4.1 Franchisee shall not discriminate among Subscribers or potential Subscribers because someone living in the same household is already or was a Subscriber, unless Franchisee can demonstrate, to the Commissioner's satisfaction, that:

(i) Franchisee has a reasonable basis for believing that a Person(s) living in the household is (are) attempting to deceive Franchisee or (ii) such Person(s) has (have) failed to respond to a reasonable request from Franchisee for information which would enable 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 Franchisee shall keep records capable of showing all requests for Cable Service, which shall contain, with respect to each request for Cable Service, the name and address of the Person requesting Cable Service, an identifying number for the node from which such service would be provided (which shall be associated with information available to DoITT, subject to the confidentiality provisions of Section 11.1 of the body of this Agreement, which allows DoITT to identify the location of such node), 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 Franchisee is unable to provide Cable Service, Franchisee shall keep records showing in reasonable detail the number of attempts Franchisee has made to provide such Cable Service and the reason 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 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 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 Franchisee.

To the extent permitted by state and federal privacy laws, upon request of the Commissioner, 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 Franchisee's compliance with its obligations under Section 2.5.1; provided, however, that nothing herein shall be construed to require 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 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 CENTERS, ETC.

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. The TWC Franchisees shall maintain at least one Walk-In Center in Brooklyn, two Walk-In Centers in Queens, two Walk-In Centers in Manhattan and one Walk-In Center in Staten Island, with a second Walk-In Center in Staten Island to be opened not later than the later of (a) one year following the Effective Date or (b) December 31, 2012 (unless the TWC Franchisee holding the Staten Island franchise has fewer than 60,000 subscribers in Staten Island as of December 31, 2011, in which case the obligation to open said second Walk-In Center in Staten Island shall be deferred until one year from the first December 31 as of which the Time Warner Franchisee has at least 60,000 subscribers in Staten Island). The Walk-In Centers within the TWC Service Area are located, as of December 1, 2010, at the addresses set forth in Exhibit 1 attached hereto. 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 Franchisee upon request to the Commissioner, the Walk-In Centers shall be open continuously for at least nine (9) hours on weekdays and for at least five (5) hours on Saturdays, subject to Franchisee's contractual agreements with Persons other than the City. Franchisee shall staff each Walk-In Center so it is capable of providing on Saturday the same level of service it provides during any weekday, such that waiting time for any service on Saturday is not significantly different than during 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 Franchisee shall maintain on file at each Walk-In Center, or on its website, for public inspection current copies of its billing practices, payment requirements 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.

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

3.2.5 To the extent Franchisee uses contractors or subcontractors who regularly come into contact with the public on Franchisee's behalf, 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.

Franchisee shall have local telephone or toll-free lines for receiving requests for repair or installation services, for reporting service interruptions and for responding to billing questions. The lines shall be answered twenty-four (24) hours per day, seven (7) days per week by Franchisee employees, contractors or subcontractors with respect to service problems (such as for the reporting of interruptions or outages in service and the scheduling of service repairs) and, at a minimum, during normal business

hours with respect to installation-related and billing-related matters and questions; but in no event shall such lines be operated for fewer hours than required, or less comprehensively than required, by applicable federal or state requirements. In the event a Franchisee employee, contractor or subcontractor receives, but is unable to respond to, a Subscriber call after normal business hours regarding any of the issues described in this Section 3.3, such Franchisee employee, contractor or subcontractor shall create a notation on Subscriber's record (to enable an informed response upon business hours follow-up), including any appropriate Subscriber information, consistent with Franchisee's practices and procedures. For purposes of this Section 3.3, normal business hours shall have the meaning set forth in 47 C.F.R. § 76.309 and 16 NYCRR § 890.61.

3.4 Standard of Service for the Telephone System.

3.4.1 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:

- (i) each telephone call shall be answered within at least thirty (30) seconds;
- (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 A. 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 A.

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 Franchisee and telephone number for 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, Franchisee may accurately designate that portion of a Subscriber's bill attributable to the amount of any compensation payment to be made by Franchisee or any other Person to the City pursuant to this Agreement.

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 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

Franchisee of such obligations where such relief is appropriate in light of the circumstances, including the nature of the institution and the burden to Franchisee. To the extent permitted by applicable law, Franchisee may "pass through" to the Subscriber any charges imposed on Franchisee in connection with such bill payment by any such institution, so long as Franchisee provides prior notice of such charge to the Subscriber.

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

4.2.4 Any returned check charge imposed by 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 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 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 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 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 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, 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 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, Franchisee may under certain circumstances refer a delinquent account to a private collection agency. Franchisee agrees that it will not, and will instruct all collection agencies collecting delinquent accounts on behalf of 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, 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 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 Franchisee, by mail, by telephone or by electronic means, that the dispute resolution procedure has been initiated and 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. 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 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 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, Franchisee's resolution of the dispute shall be considered final. If, in response to a Subscriber's written request, Franchisee resolves the dispute over the phone or in person, then no written response need be provided to the Subscriber. Where no appeal is taken, the amount 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 Franchisee's resolution within the aforementioned period, the amount under dispute by the Subscriber will not be due until one (1) week after the dispute has been resolved by Franchisee.

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 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. 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 Franchisee or any collection agency collecting delinquent accounts on behalf of Franchisee in violation of Section 4.3.4 of this Appendix A, Franchisee shall, in addition to taking the foregoing actions, 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 FRANCHISEE

5.1 Types of Equipment To Be Provided

5.1.1 Franchisee shall comply with 47 C.F.R. § 76,1621 or any successor provision thereto.

5.1.2 Franchisee shall supply a closed caption decoder to any hearing impaired Subscriber who requests one at a charge not to exceed 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, Franchisee may require deposits on certain equipment it provides to Subscribers, provided that Franchisee shall return to Subscribers their deposits together with a reasonable amount of interest, and provided further that there shall be no discrimination among or between Subscribers in either the requirement for or the amount of any deposit. Franchisee shall permit the return of such equipment to any Walk-In Center. When equipment is returned, 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. 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 Franchisee within the next applicable billing cycle.

5.2.2 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 Franchisee and the third party does not do so, then the Subscriber shall be liable for the value of the equipment as determined by 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 Franchisee a police report on the cause of any such loss, theft or damage to any equipment. 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.

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. 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. 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. 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, Franchisee shall provide the Commissioner and all affected Subscribers with prior notice of scheduled Outages, 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.

6.2.1 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 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 body of this Agreement.

(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 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 Franchisee, 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 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.

6.2.2 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, Franchisee shall make available service calls continuously during the period of 7:30 a.m. to 7:00 p.m. (May 1 through October 31) and 7:30 a.m. to 6:00 p.m. (November 1 through April 30) on weekdays and continuously for at least eight (8) hours on each Saturday. During weekday periods, a Subscriber may request any four (4) hour period for Franchisee to correct any such problem, provided that 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. 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 than during any weekday (other than a weekday evening).

6.2.3 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 6.2. In no event shall Franchisee cancel any necessary scheduled service call later than 5:00 p.m. on the preceding business day, except in circumstances beyond Franchisee's control.

6.3 Failure To Meet Time Periods May Be Excused. 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 Franchisee could not obtain access to the Subscriber's premises and complied with the procedures set forth in Section 11.3.

6.4 No Charge for Repair Service. 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) 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 unless such work was necessitated by an intentional act or negligence of such Subscriber.

(b) Franchisee shall not charge any fee for disconnection when a Subscriber returns Franchisee's equipment to a Walk-In Center or via the self-addressed envelope provided by Franchisee. A fee may, however, be charged if 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 Franchisee's equipment. If the Subscriber pays the amount in arrears to Franchisee when Franchisee is on the Subscriber's premises to disconnect Service, then 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 of this Appendix A.

6.5 Records of Repair Service Requests

6.5.1 Franchisee shall keep records showing in both individual and summary form all requests for repair service received from Subscribers, 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 Franchisee responds, the date and approximate time Cable 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 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 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 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, 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 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 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 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, 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 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 area 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 area. Franchisee's obligation to submit such quarterly Plan for Correction pursuant to this Section 6.6 shall cease upon Franchisee's demonstration, to the reasonable satisfaction of the Commissioner, that Franchisee has minimized the occurrence of Significant Outages in the applicable area for two (2) consecutive calendar quarters.

Section 7

SUBSCRIBER COMPLAINTS

7.1 Operation of the Walk-In Centers and Payment Centers. 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. 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.

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 the body of this Agreement, Franchisee shall make its best efforts to resolve all complaints received by Franchisee within ten (10) business days, or earlier to the extent practicable. Within two (2) business days of receiving a written complaint or a complaint forwarded to Franchisee by the Commissioner, Franchisee shall notify the Person who made the complaint, either by telephone or in writing, that the complaint has been received and that Franchisee will make its best efforts to resolve such complaint within ten (10) business days of receipt of such complaint by 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, Franchisee shall provide notice in the Welcome Kit of the right described in the preceding sentence.

7.3.2 The Commissioner shall notify 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 Franchisee's stated resolution of the complaint is appealed to the Commissioner, then 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 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 Franchisee, provided, however, that final resolution of any dispute shall be in the Franchisee's sole discretion, to the extent such resolution is not inconsistent with this Agreement or applicable federal, state or local laws.

7.3.5 Complaints may be referred to the Commissioner before Franchisee has issued a resolution, if 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 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, 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.

7.5 Complaint Records

7.5.1 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 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 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 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 Franchisee shall submit to the Commissioner the records required by Section 7.5.1 of this Appendix A, in summary form only, in written or electronic form on a quarterly basis; provided, however, that nothing herein shall be construed to require 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 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 body of this Agreement, 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 in each zip code served by Franchisee pursuant to this Agreement;

(ii) the nature and current status of all complaints received by Franchisee in each zip code served by Franchisee pursuant to this Agreement, 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 zip code served by Franchisee pursuant to this Agreement.

Section 8 **NOTICE**

8.1 Notice Required

8.1.1 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 Franchisee does not know of such change at that time, in which case Franchisee must provide such notice: (a) within five (5) business days of the date upon which Franchisee first knows of such change, in writing to the Commissioner and electronically on the Channel on which available Cable Services are listed or any other Channel as may be designated by Franchisee, 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 the rates or charges or significant terms or conditions for the receipt of any Cable Service (provided that any such notification may be provided solely via e-mail or via U.S. mail);

(ii) any significant change in billing practices (provided that any such notification may be provided solely via e-mail or via U.S. mail);

(iii) any notices with respect to programming or network changes as required under New York State Public Service Law Section 224-a.

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.

8.1.2 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 Franchisee shall, as part of any annual updates to its Welcome Kit, list any significant change to any of the policies or other information set forth in the Welcome Kit. On its website, 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 no later than the periods specified in Section 8.1.1, except that any notice in connection with a change in Channel Position or an increase or decrease in the number of hours a Cable Service is carried over the System may be provided electronically on the System, so long as such electronic notice is made at least ten (10) times a day during the two (2) week period prior to the effective date of such change. 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 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, Franchisee may terminate Cable Service to any Subscriber whose bill has not been paid after it becomes delinquent, so long as 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. Franchisee shall not terminate Cable Service to Subscribers at any time when the Walk-In Centers are closed.

9.3 Re-subscription to Cable Service. Franchisee shall not refuse to serve a former Subscriber whose Cable Service was terminated by Franchisee, so long as all past

bills and late charges have been paid in full, and subject to verification that any such Subscriber has a credit rating acceptable to Franchisee.

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 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. Franchisee shall provide Subscribers with "appointment window" time blocks of no more than four (4) hours on weekdays running continuously from 7:30 a.m. to 9:00 p.m. for selection of Subscribers, during which its work crew shall visit the Subscriber's premises to disconnect service and to remove any Franchisee equipment. On Saturdays, Franchisee shall also provide service disconnection and equipment removal at any time between 9:00 a.m. and 5:00 p.m. but may, in its sole discretion, choose not to provide "appointment window" time blocks. Further, 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 Franchisee's failure to comply with these consumer protection standards, Franchisee shall provide to each affected Subscriber or potential Subscriber, as applicable, the following credits:

(i) 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 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: (x) the affected Subscriber has reported the Significant Service Interruption to Franchisee and (y) Franchisee has verified that the reported Significant Service Interruption has occurred consistent with the Subscriber's claim;

(ii) 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 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 (x) the affected Subscriber has reported the Outage to Franchisee and (y) Franchisee has verified that the reported Outage has occurred consistent with the Subscriber's claim;

(iii) for any Significant 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 Franchisee such access), a minimum credit in an amount equal to one-thirtieth (1/30) times the average bill for 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 Subscribers in the affected area for the then current monthly billing period for the Cable Service(s) as to which the Significant Outage occurred for each twenty-four (24) hour period during which the Significant Outage persists for at least four (4) continuous hours, provided that (x) the affected Subscriber has reported the Significant Outage to Franchisee and (y) Franchisee has verified that the reported Significant Outage has occurred consistent with the Subscriber's claim;

(iv) for a failure of a Franchisee representative to arrive at the Subscriber's premises 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. However, to the extent the Subscriber is not available when the crew arrives or if the crew does not have appropriate access to the Subscriber premises in order to address the service issue, this credit will not apply.

10.2 Application of Credit. With respect to any credit described in Section 10.1(i)-(iii), Franchisee shall, upon request of or notice from a Subscriber, provide a credit on such Subscriber's bill for Subscribers affected by a Significant Service Interruption, Outage or Significant Outage. With respect to any credit described in Section 10.1(iii), Franchisee shall automatically (without requiring a request from each Subscriber) provide a credit on each Subscriber's bill for Subscribers affected by a Significant Outage that occurs, at least in part, between 6:00 p.m. and 12:00 a.m. If Franchisee cannot determine all Subscribers affected by a Significant Outage in excess of four continuous hours or no part of such Significant Outage occurs between the hours of 6:00 p.m. and 12:00 a.m., then Franchisee shall provide a credit to any eligible Subscriber who makes application therefor by either written or oral notice within ninety (90) days of such Significant Outage.

Section 11

MISCELLANEOUS REQUIREMENTS

11.1 Charge for Downgrades. Franchisee may impose a charge upon a Subscriber for any downgrading of a Subscriber's Cable Service in accordance with Section 890.63 of the PSC 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.

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"), 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, Franchisee shall use best efforts to 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, Franchisee's technician is not able to secure access to the premises, 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, Franchisee shall, if possible, leave a notice under the door of the premises advising that Franchisee did arrive at the premises during the appointment period, and the completion of such tasks shall be deemed an appropriate cancellation by Franchisee of the scheduled appointment. In the event that, prior to arrival at the Subscriber's or potential Subscriber's premises, 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) Franchisee will have a web site available at which each Subscriber (for purposes of this Appendix A, 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 appointment has been scheduled, a confirmation that such appointment has been scheduled, including the time window for which the appointment is scheduled. The web page showing such confirmation shall be configured such that the confirmation is printable.

(ii) As part of the process of making an appointment for a installation or service call, Subscribers will be given, and informed of, an option to receive confirmation by e-mail of the scheduled appointment, including the time window for which such appointment is scheduled. Subscribers will also be given the option of providing a landline phone number, mobile phone number, mobile e-mail or mobile text address that will be used to provide the notification described in the following subsection (iii).

(iii) Promptly after the technician who is scheduled to serve the Subscriber has completed the immediately preceding appointment (or if the Subscriber's appointment is the first of the day, shift or following a break, then immediately before the technician sets out for such appointment) Subscriber will be notified, by the technician or by an alternative Franchisee representative, via the communications method provided by the Subscriber pursuant to the preceding sentence of subsection (ii), or if no such method was provided by the Subscriber than at the phone number for such Subscriber that Franchisee has on file, that the technician has completed the immediately preceding appointment (or is setting out for the Subscriber's location as the first appointment of the day, shift or following a break).

11.4 Use of Contractors; Receipts. From time to time, Franchisee may use contractors or subcontractors to perform work at a Subscriber's premises. If the City receives a significant number of complaints from Subscribers regarding confusion in identifying such contractors or subcontractors performing work at Subscribers' premises, the City and Franchisee shall discuss and mutually agree upon a practice to address such issue. In connection with any transaction between Franchisee and a Subscriber which involves a visit to a Subscriber's premises or place of business, Franchisee will, in each such case when requested by the Subscriber, provide such Subscriber a written receipt

briefly describing such transaction and the date and time thereof. Franchisee shall reasonably seek to inform each such Subscriber in writing of the availability of such a receipt.

11.5 Governing Federal and State Law. In the event that any of the provisions of this Appendix A of this Agreement are preempted by and unenforceable under any rules or regulations promulgated by the NY PSC, adopted by the New York State legislature, the FCC or the United States Congress, the rules or regulations adopted by the applicable governing body or regulatory agency shall govern and Franchisee's compliance with such rules or regulations shall be deemed satisfactory performance.

Section 12

FAILURE TO COMPLY WITH THESE REQUIREMENTS

12.1 Material Requirements. Any breach, default, failure or other noncompliance by Franchisee in the performance of any obligation of Franchisee under this Appendix A 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 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 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. 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. Franchisee shall provide an Annual Cable Consumer Report Card setting forth the information described in Exhibit 3 attached hereto and made a part hereof.

Exhibit 1 to Appendix A

DESIGNATION AND LOCATION OF WALK-IN CENTERS

Payment Centers

S. Manhattan

46A East 23rd Street

(between Park and Madison Ave.)

New York, NY 10010

Driving Directions

Hours: Mon, Tues, Fri 8am - 7pm; Wed & Thurs 8am - 8pm; Sat 9am - 5pm

Queens Center Mall

90-15 Queens Boulevard

(Queens & Woodhaven blvds. at L.I.E.)

Elmhurst, NY 11373

Hours: Mon-Sat 10am-9:30pm; Sun 11am-6pm

Brooklyn

769 5th Avenue

Brooklyn, NY 11232

Hours: Mon-Fri 8am-7pm; Sat 9am-5pm

N. Manhattan

5120 Broadway

(Broadway & 219th Street)

New York, NY 10034

Hours: Mon - Fri 8am - 7pm; Sat 9am - 5pm

N. Manhattan

96th Street

2554 Broadway

New York, NY 10025

Hours: Mon-Fri 8am-7pm; Sat 8am-5pm

Queens

133-19 Atlantic Avenue

Jamaica, NY 11418

Hours: Mon-Fri 8am-7pm, Sat 9am-5pm

Staten Island Mall

2655 Richmond Avenue

Staten Island Mall, Center Court

Staten Island, NY 10314

Hours: Mon-Sat 10am-9pm; Sun 12-6pm

Staten Island
2865 Richmond Avenue
in the Kmart Shopping Center
Staten Island, NY 10314
Hours: Mon-Fri 9am-7pm (Thurs till 8pm); Sat 9am-4pm

Exhibit 2 to Appendix A

CONSUMER PROTECTION REPORTING REQUIREMENTS

SIGNIFICANT OUTAGE REPORT (QUARTERLY)

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 Franchisee believes changes in the form of this report is appropriate, 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 Franchisee does not utilize, those sections shall not apply.

1. Calls Offered.

All "calls" other than those which receive busy signals, made to 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 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 answered 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 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 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. Total Messages Left:

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.

d. Messages Requiring Callbacks:

The number of Total Calls Seeking CSR which leave messages 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. Messages Returned Within One (1) Business Day:

This is the number of Messages 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.

8. Supervisor Callback Requests:

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 11 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 Franchisee keeps records of such requests and makes them available to the Commissioner at the Commissioner's request.)

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

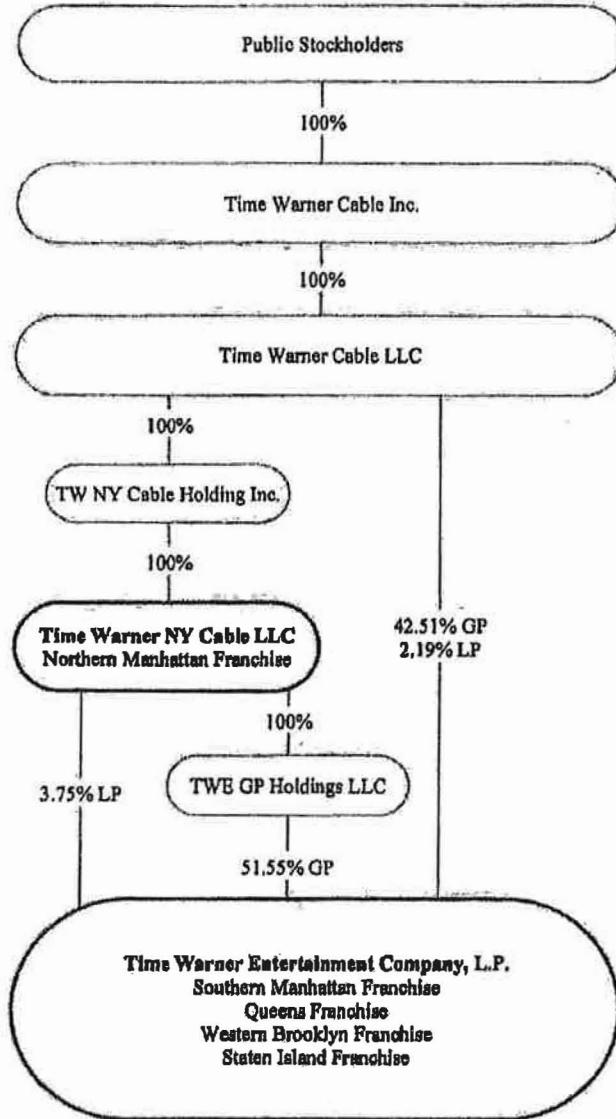
**OWNERSHIP STRUCTURE
OF FRANCHISEE AS OF EXECUTION DATE**

Time Warner Entertainment Company, L.P., a Delaware limited partnership ("TWE"), is the current franchise holder and operates the franchise under the name Time Warner Cable of New York City. Time Warner Cable Inc., through subsidiaries, holds a 100% residual equity interest in TWE. (See Exhibit 1.)

<u>INTERESTS</u> <u>Name/Address of Person</u>	<u>DESCRIPTION OF INTERESTS</u>
Time Warner Entertainment Company, L.P. 60 Columbus Circle New York, New York 10023	TWE is the current franchise holder and operates the franchise under the name Time Warner Cable of New York City.
Time Warner Cable Inc. 60 Columbus Circle New York, New York 10023	100% residual equity interest in TWE, through subsidiaries.
TWE GP Holdings LLC 60 Columbus Circle New York, New York 10023	51.55% general partnership interest in TWE.
Time Warner Cable LLC 60 Columbus Circle New York, New York 10023	42.51% general partnership and 2.19% limited partnership interest in TWE; also 100% common equity interest in TW NY Cable Holding Inc.
TW NY Cable Holding Inc. 60 Columbus Circle New York, New York 10023	100% common equity member in Time Warner NY Cable LLC.
Time Warner NY Cable LLC 60 Columbus Circle New York, New York 10023	Sole member of TWE GP Holdings LLC; also 3.75% limited partnership interest in TWE.

Exhibit 1

**Time Warner Cable
New York City Corporate Structure**



APPENDIX C

COMMUNITY ACCESS ORGANIZATION AGREEMENT

[TO BE INSERTED]

Execution Document

**COMMUNITY ACCESS ORGANIZATION (“CAO”)
GRANT AND USE AGREEMENT
BY AND BETWEEN
TIME WARNER ENTERTAINMENT COMPANY, L.P.
AND
BRIC ARTS | MEDIA | BKLYN, INC.**

CAO GRANT AND USE AGREEMENT

THIS AGREEMENT (the "Agreement") made on this _____ day of _____, 2011, is entered into by and between Time Warner Entertainment Company, L.P., a limited partnership duly organized under the applicable laws of the State of Delaware (referred to herein as "Time Warner Cable"), with place of business at 120 East 23rd Street, New York, New York 10010 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"), is entering into a Franchise Agreement granting Time Warner Cable a nonexclusive franchise ("Franchise Agreement") to operate a Cable System (the "System") in the Borough of Brooklyn (service area hereinafter defined); and

WHEREAS, Time Warner Cable has directly and independently 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 of Brooklyn; and

WHEREAS, the Franchise Agreement requires Time Warner Cable to make available 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 any support payments and Cash Grants (as hereinafter defined) as may be agreed upon between the CAO and Time Warner Cable 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 Time Warner Cable pursuant to this Agreement; 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 shall 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, Time Warner Cable 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 of Brooklyn; 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;

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 portions of the Borough of Brooklyn defined as "Initial Service Area" in the Franchise Agreement.

1.2 **Effective Date**: The Effective Date shall be the date on which the New York Public Service Commission issues a certificate of confirmation for the Franchise Agreement.

1.3 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 Time Warner Cable shall make a Public Access Channel grant to be used in support of the CAO's development and production of local public access programming ("Public Access Channel Grant").

2.1.02 The Public Access Channel Grant provided by Time Warner Cable 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. 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 Time Warner Cable, shall be delivered to the CAO within forty-five (45) days after the end of each calendar quarter. Time Warner Cable shall file a copy of said statement with DoITT. The CAO has the right to request, not more often than once every three years, an independent audit at Time Warner Cable'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 Time Warner Cable has underpaid the Public Access Channel Grant by more than 10% in which case Time Warner Cable shall be responsible for the costs of the audit up to a maximum of \$20,000.

2.1.03 In the event that Time Warner Cable extends its Service in the Borough to areas not within the its current Service area, the Subscriber Cap in Exhibit 1 shall be adjusted proportionally to the number of homes passed in the current 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.

2.1.05 The failure of the CAO to fully allocate or expend any monies provided pursuant to this Section 2.1 shall not affect Time Warner Cable's payment obligations under this Section 2.1.

2.1.06 The other provisions of this Section II notwithstanding, in no event shall the Public Access Channel Grant rate provided by Time Warner Cable per subscriber exceed in any month the Public Access Channel Grant per subscriber rate paid to the CAO by Verizon or Cablevision.

2.2 Cash Grant

2.2.01 Time Warner Cable shall make cash grants to the CAO (each, a "Cash Grant") payable as follows:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) shall be due and payable within thirty (30) days of the Effective Date.

FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) shall be due and payable within thirty (30) days of the first anniversary of the Effective Date,

2.2.02 Each Cash Grant shall be non-refundable.

2.2.03 The failure of the CAO to fully allocate or expend any monies provided pursuant to this Section 2.2 shall not affect Time Warner Cable's payment obligations under this Section 2.2.

2.3 Use of Funds

Such Public Access Channel Grant and Cash Grant 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, local public access programming development by the CAO, and other public access costs as may be determined by the CAO and its Board of Directors.

2.4 Recovery of Costs

2.4.01 Nothing in this Agreement shall in any way be held to waive or limit Time Warner Cable's rights, to the extent permitted by applicable law, to recover the costs of any Public Access Channel Grant and Cash Grant from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill or to otherwise pass-through such costs to Subscribers, but the recovery of such costs shall not be a condition precedent or subsequent to the payment obligation of Time Warner to the CAO.

2.4.02 In the event that the CAO enters into a new agreement or a renewal agreement or amends any existing agreement with any holder of a cable television franchise from the City that covers the Borough and such agreement, renewal agreement and/or amendment contains obligations, taken as a whole, that are lesser than the obligations imposed on Time Warner Cable in Section 2.1 (such lesser obligations, "Lesser Obligations"), Time Warner Cable's obligations under Section 2.1 shall be reduced to equal such Lesser Obligations. Time Warner Cable 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.

2.4.03 Any agreement after the date hereof between the CAO and a non-franchised provider of multi-channel video programming serving more than 999 customers in the Time Warner Cable Service area in the Borough for the exhibition of the CAO's Public Access Channels by such provider shall require such provider to assume payment obligations to the CAO that are pari passu and ratably equivalent to those provided in Section 2.1.02.

2.5 Delivery of Payments; Interest

All payments by Time Warner Cable to the CAO pursuant to this Agreement shall be made payable to the CAO and shall be delivered to the address designated in writing therefore by the Executive Director or Chief Financial Officer of the CAO. In the event that a Public Access Channel Grant or Cash Grant 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, Time Warner Cable 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 Grant payment was originally due. Time Warner Cable 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 Access Services

At the time of installation, Time Warner Cable shall provide each Subscriber with certain literature. Such literature, which need not be bound together, shall constitute the "Welcome Kit." If provided to Time Warner Cable by the CAO in a format mutually agreeable to both Time Warner Cable and the CAO, Time Warner Cable shall reproduce and include in the Welcome Kit the following information, materially accurate as of the first day of the previous month, in a clear, complete and comprehensible form: (A) a listing of the currently available Public Access Channels; (B) a description of the purposes and uses of such Public Access Channels; and (C) general information regarding how a Person can utilize or obtain further information regarding such Public Access Channels. The cost of reproducing and distributing any materials provided to Time Warner Cable by the CAO pursuant to this Section shall be borne solely by Time Warner Cable, provided, however, that the CAO shall be solely responsible for any costs associated with each original production of such materials. Time Warner Cable shall also make the foregoing information available on its website, subject to Time Warner Cable's technical capability to do so, including, but not limited to, limitations with respect to character capacity.

2.7 Mailing to Subscribers

On an annual basis, if requested by the CAO, Time Warner Cable shall reproduce and mail, consistent with the privacy protection policies of Time Warner Cable's, in Time Warner

Cable annual notification to Subscribers, such materials provided by the CAO in a format mutually agreeable to both Time Warner Cable and the CAO with respect to programming on the Public Access Channels and the activities of the CAO, as may be reasonably specified by the CAO. The cost of reproducing and distributing any materials provided to Time Warner Cable by the CAO pursuant to this Section shall be borne solely by Time Warner Cable, provided, however, that the CAO shall be solely responsible for any costs associated with each original production of such materials. Subject to the CAO providing the above-referenced materials in a format mutually agreeable to both Time Warner Cable and the CAO in a sufficient period of time, but no less than eighty (80) days prior to such mailing, Time Warner Cable shall also include these materials in its Welcome Kit to Subscribers in the Borough. Time Warner Cable shall also make the foregoing information available on its website, subject to Time Warner Cable technical capability to do so, including, but not limited to, limitations with respect to character capacity. Time Warner Cable shall provide the CAO with at least thirty (30) days notice of the date by which such materials referenced in this Section 2.7 will be required.

2.8 Additional Obligations of Time Warner Cable

2.8.01 Each Public Access Channel provided in Section 4.2 shall be delivered with transmission quality compliant with all applicable FCC standards and at least the same as the transmission quality of any other channel on Time Warner Cable's tier of service that includes local broadcast channels, provided, however, that Time Warner Cable shall have no responsibility to improve upon or modify the quality of any Public Access Channel's content provided to Time Warner Cable by the CAO.

2.8.02 Subject to the service availability requirements set forth in the Franchise Agreement, Time Warner Cable shall provide to the CAO, without charge, seven service outlets activated for Basic Service at 647 Fulton Street, Brooklyn, NY 11217 as well as at the CAO's interim location at 242 Third Street, Brooklyn, NY (the "Interim Location"). Such service outlets, and boxes, are in addition to any master control boxes or outlets used to monitor the signal as returns. Cable Service may not be resold or otherwise used in contravention of Time Warner Cable's rights with third parties respecting programming. Equipment provided by Time Warner Cable, if any, shall be replaced at retail rates if lost, stolen or damaged.

2.8.03 In the event that Time Warner Cable does collect for itself specific standalone public access viewership information, Time Warner Cable may make such specific information available to the CAO at the CAO's cost and expense subject to any limitation of applicable law including, without limitation, 47 U.S.C. §551.

2.8.04 To the extent technically feasible and commercially reasonable, Time Warner Cable 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; provided, however, that Time Warner Cable shall not be responsible for any inaccuracies in such information.

2.8.05 In the event Time Warner Cable is required by law or regulation, to adhere to technical standards not currently necessary for the production or distribution of the CAO's programming over the System, and such requirement necessitates the acquisition of new

equipment not currently contemplated by the parties hereto, Time Warner Cable shall make such equipment available at no cost to the CAO.

2.8.06 Time Warner Cable will provide 100 "avails" or listing of spots in each month for the CAO to use for promotional or public interest purposes.

SECTION III - OBLIGATIONS OF THE CAO

3.1 Cash Grant and Public Access Channel Grant; Use for Educational or Charitable Purposes

The CAO shall: (i) administer and manage the Public Access Channels provided for its use by Time Warner Cable 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 Public Access Channels and the Cash Grant and Public Access Channel Grant provided by Time Warner Cable to the CAO primarily for educational or charitable purposes within the meaning of Section 501(c)(3) of the Code, and as deemed necessary by the Board of Directors of the CAO.

3.2 Maintenance of Tax-Exempt Status

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.

3.3 Public Access Channel Rules and Regulations

3.3.01 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. Said rules and regulations providing for open access may dedicate segments of Public Access Channel time and/or specific channels to particular or related subject matters or uses.

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

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

3.4 Compliance with Privacy Law

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

3.5 Annual Expenditure Report

The CAO shall prepare and mail to Time Warner Cable each year an annual income and expenditure report for the preceding year.

SECTION IV - PUBLIC ACCESS CHANNEL SERVICES

4.1 Compliance with Federal, State and Local Law

Time Warner Cable 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

4.2.01 Time Warner Cable shall carry Public Access Channels as provided in its franchise, including, without limitation, Section 8.16(a) of the Franchise Agreement. Two of such channels shall be carried on Time Warner Cable's system in high definition ("HD") 1080P format. Time Warner Cable shall initially carry the programming on each of the respective Public Access Channels as indicated in Appendix J to the Franchise Agreement. Time Warner Cable shall not arbitrarily or capriciously change such channel assignments and Time Warner Cable shall minimize the number of such changes. However, Time Warner Cable may change such channel assignments as it deems appropriate so long as (i) Time Warner Cable gives the CAO ninety (90) days notice of such change (if commercially practicable) but in no event less than forty-five (45) days, unless the change is required by law and there is no reasonable opportunity to provide such notice; and (ii) Time Warner Cable provides, free of charge, notice of such changes that shall include (a) to the extent Time Warner Cable has availability, giving notice of such Public Access Channel changes on advertising inserts on local channels carrying non-satellite programming in prime time at least thirty (30) seconds per day, for the time period of thirty (30) to fifteen (15) days prior to such change and two (2) minutes per day for the fourteen (14) days prior to such change (provided, however, that if Time Warner Cable does not have advertising availability at the commencement of the thirty (30) to fifteen (15) day period, as soon as advertising space becomes available, Time Warner Cable shall then provide the advertising contemplated under this Section 4.2.01), and (b) providing notice of such changes in at least two (2) monthly Subscriber bill inserts prior to such change (if commercially practicable) but in no event less than one (1) monthly Subscriber bill insert; provided, however, that such bill inserts shall not be necessary in the event Time Warner Cable provides the requisite notice of such changes to all Subscribers in a letter separate from their bill. If Time Warner Cable changes the channel location of any Public Access channel, the location after such change shall be contiguous with other Public Access channels.

4.2.02 The provisions of 16 NYCRR §895.4 (c)(12) shall apply to this Agreement.

4.2.03 During the term of its franchise, for as long as Time Warner Cable makes video on demand ("VOD") programming available on its system in Brooklyn, it will include in the VOD programming available at any given time at least 25 hours of public access programming selected by the CAO, provided such programming is provided to Time Warner Cable by the CAO in an encoded format so that it can be accessed by Time Warner Cable customers from the VOD platform without further technical or formatting modification by Time Warner Cable. This twenty five hours of public access programming will be available to Time Warner Cable customers at any time, 24 hours per day, seven days a week. It is agreed that this is a designation of channel capacity for public access use but not an offset of the total number of

channels required in the Franchise Agreement. Time Warner Cable will provide, upon request and to the extent practical and permitted by law, any aggregate data regarding subscriber use of the CAO's programming on the VOD platform.

4.3 Rights to Public Channel Programming

Time Warner Cable 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 Time Warner Cable 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. Time Warner Cable shall have no editorial control over programming on the Public Access Channels.

4.4 Public Access Channel Connection

4.4.01 Time Warner Cable, shall maintain the connection at its expense, of its Cable System to the CAO's master control headend at 647 Fulton Street, Brooklyn, New York, New York 11217 ("Public Access Channel connection site") and the Interim Location.

4.4.02 In addition, within one year of the Effective Date, Time Warner Cable shall provide an HD/ASI connection to its Cable System at the additional programming injection sites listed on Exhibit A, provided that Time Warner can do so at an aggregate cost of installation no greater than \$29,000. In the event the CAO desires to substitute a location currently designated on Exhibit A with an alternate location, Time Warner Cable agrees to commence good faith discussions with the CAO regarding the substitution of such location within thirty (30) days of Time Warner Cable's receipt of written notice from the CAO of the CAO's desire to commence such discussions. The cost related to any substitution shall be subject to the aggregate \$29,000 as described above.

4.4.03 The CAO shall provide to Time Warner Cable at each Public Access Channel connection site a suitable video and audio signal(s) for each Public Access Channel. Time Warner Cable, 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 connection site to its customers.

4.4.04 The CAO hereby authorizes Time Warner Cable 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 another CAO.

SECTION V - MISCELLANEOUS PROVISIONS

5.1 Effective Date and Term

5.1.01 This Agreement shall take effect on the Effective Date.

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. The period of time during which this Agreement is in effect shall be "the term of this Agreement." In the event that the Franchise Agreement is terminated for any lawful reason prior to the scheduled expiration of the Term, then the term of this Agreement shall expire and all rights and obligations of the CAO and Time Warner Cable under this Agreement shall cease. Notwithstanding the foregoing, in the event Time Warner Cable continues to provide Cable Service in the Service Area, after the termination or expiration of the Term of the Franchise Agreement pursuant to any Temporary Operating Authority from the NY Public Service Commission, then Time Warner Cable shall be bound by all of the obligations under this Agreement for the period of such continuing provision of Cable Service in the Service Area.

5.2 Application to Successors

This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

5.3 Confidential Information

Except as may be required by applicable law, the CAO shall treat any information disclosed by Time Warner Cable (and so designated by Time Warner Cable) 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. Notwithstanding anything to the contrary set forth herein, Time Warner Cable shall not be required to publicly disclose or allow the CAO to copy information that it reasonably deems to be proprietary or confidential in nature in connection with Time Warner Cable disclosure of information pursuant to this Agreement. For purposes of this Agreement, "proprietary or confidential" information shall be defined as any information that is reasonably determined by Time Warner Cable to be competitively sensitive. For purposes hereof, confidential information shall not include: (i) information that is available or becomes generally available to the public other than through a breach by the CAO or (ii) information that becomes available to the CAO from a source other than Time Warner Cable that has legally obtained such information and provided that such source is not prohibited from disclosing such information by a contractual or legal obligation to Time Warner Cable. If the CAO receives a request for the disclosure of information that Time Warner Cable has designated as confidential, trade secret or proprietary, the CAO shall notify Time Warner Cable of such request. If the CAO determines in good faith that public disclosure of the requested information is required, the CAO shall so notify Time Warner Cable, and before making disclosure shall give Time Warner Cable a reasonable period of time to seek to obtain judicial redress to preclude public disclosure. Time Warner Cable shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

5.4 Separability

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 Time Warner Cable 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, 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.

5.12 No Joint Venture

Nothing in this Agreement shall be interpreted to provide that Time Warner Cable and CAO are partners, joint venturers, agents or assignees of the other.

5.13 Force Majeure

Subject to the procedures set forth in the last sentence of this Section 5.12, Time Warner Cable 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 Time Warner Cable capability to perform, Time Warner Cable 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. Time Warner Cable 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.

5.14 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.

5.15 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.

5.16 Notices

Every notice, order, petition, document, or other direction or communication to be served upon the CAO or Time Warner Cable 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 Time Warner Cable, to:

Time Warner Cable
120 East 23rd Street
New York, NY 10010
Attention: Public Affairs

with a copy to:

Time Warner Cable
Law Department
60 Columbus Circle
New York, NY 10023
Attention: Regulatory

If to the CAO, to:

Executive Director
BRIC Arts | Media | Bklyn, Inc.
647 Fulton Street
Brooklyn, New York 11217

with a copy to:

Cozen O'Connor
277 Park Avenue
New York, NY 10172
Attention: David Bronston

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.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

EXHIBIT A

1. Brooklyn Borough Hall
209 Joralemon Street
Brooklyn, NY 11201
2. Long Island University Brooklyn Campus

EXHIBIT 1

Year	Amount Per Subscriber Per Month	Subscriber Cap (Actual number of Subscribers but not more than the Subscriber Cap)	Cash Grant
1	\$1.40	66,975	\$500,000
2	\$1.40	72,912	\$500,000
3	\$1.40	88,112	\$
4	\$1.40	95,712	\$
5	\$1.40	95,712	\$
6	\$1.40	111,150	\$
7	\$1.40	111,150	\$
8	\$1.40	111,150	\$
9	\$1.40	111,150	\$

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 the 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.") In the event Franchisee upgrades its facilities by adding new fiber, any additional fiber strands to be provided to the City under this Appendix D resulting from such additional capacity shall come from the new fiber (that is, the City's strands for such segment 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 Fourteen Million Three Hundred Ninety Three Thousand Dollars (\$14,393,000), covering the collective obligation of the TWC Franchisees under both this provision and the parallel provisions of the other TWC Franchise Agreements, 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; and
 - (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

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

(c) continued access to other facilities (if any) that were being provided to the City for the Institutional Network pursuant to the 1998 Franchise as of January 1, 2011.

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 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, without limitation, 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 body of this 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 other terms of this Agreement, the City's Right of Use shall commence on the Effective Date of this Agreement and shall terminate in accordance with Section C.2 of this Appendix D.
2. In the event of the termination of this Agreement in accordance with Article 3 of the body of this 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 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 body of this Agreement of which this Appendix D is a part, then the City will, not later than sixty days thereafter, refund to Franchisee the amount of the Post-Termination Share.
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.

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, without limitation, 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 the 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 the 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.

3. The City represents, warrants and covenants that it will use and operate the Fibers consistent with and subject to the terms of this Agreement and all applicable codes, ordinances, laws, rules and regulations.

H. Relocation, Replacement, Protection, and Condemnation of Customer Fibers

1. In the event all or any part of the Fibers shall require replacement during the Term, such replacement shall be made as soon as reasonably practicable at Franchisee's sole cost and expense; provided, however, that if the replacement of the Fibers is required as a result of the negligence or willful misconduct of the City, then Franchisee shall replace the Fibers, and the City shall pay all costs associated therewith.
2. In the event any portion of the Fibers and/or the Right of Use, becomes the subject of a condemnation proceeding which is not dismissed within one hundred eighty (180) days of the date of filing of such proceeding, and which could reasonably be expected to result in a taking by any party cloaked with the power of eminent domain for public purpose or use, the City shall be entitled, to the extent permitted under applicable law, to participate in any condemnation proceedings to seek to obtain compensation by separate awards for the economic value of its interest in the Fibers and/or the Right of Use, subject to such condemnation. Franchisee shall notify the City as soon as practicable of receipt of any notice of any condemnation proceeding filed against the Fibers and/or the Right of Use.

I. Confidentiality

1. The City agrees that it shall treat any information provided to the City by Franchisee pursuant to this Appendix D as "proprietary and confidential" in accordance with the provisions of Section 11.1 of the body of this Agreement.

J. Indemnification

1. Franchisee hereby agrees to indemnify, defend, protect and hold harmless the City, and its employees, officers, directors and agents (the "City Indemnified Persons"), from and against, and assumes liability for, all suits, actions, damages, claims, losses, fines, judgments, costs and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees and disbursements) of any character

("Claims"): (a) suffered or incurred by the City Indemnified Persons or any of them because of the death of any Person, or any injuries or damage received or sustained by any Persons or property which in whole or in part arise on account of the negligent acts or omissions of Franchisee in the construction of the Fibers and/or in the performance or non-performance of Franchisee's repair and maintenance obligations, including, without limitation, any material violation by Franchisee of any governmental authority; or (b) under the workers compensation laws asserted by any employee of Franchisee or its agents, contractors, customers or any other Person providing goods or services for or on behalf of any of the foregoing in connection with the Right of Use, and suffered or incurred by the City Indemnified Persons or any of them. Franchisee's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, or arising out of or in connection with, the negligence, intentional acts or omissions or misconduct of the City Indemnified Persons or any of them.

2. The City hereby agrees to indemnify, defend, protect and hold harmless Franchisee and its Affiliates, and their employees, officers, directors and agents (the "Franchisee Indemnified Persons"), from and against, and assumes liability for all Claims (as defined in Section J.1, above): (a) suffered or incurred by the Franchisee Indemnified Persons or any of them because of the death of any Person, or any injuries or damage received or sustained by any Persons or property (including, without limitation, Franchisee's System) which in whole or in part arise as a result of the negligent acts or omissions of the City in the performance or non-performance of its obligations or with respect to the exercise of its Right of Use, including, without limitation, any violation by the City or any governmental authority; (b) under the workers compensation laws asserted by any employee of the City, or its agents, contractors, customers or any other Person providing goods or services to any of the foregoing in connection with the Right of Use, and suffered or incurred by the Franchisee Indemnified Persons or any of them; (c) suffered or incurred by the Franchisee Indemnified Persons or any of them and arising out of or resulting from the City's: (i) use or operation of the Fibers and/or the Right of Use; or (ii) the conduct of the City's business, including, without limitation, the provision of any services or the content of any video, voice or data carried through the Fibers; or (d) suffered or incurred by Franchisee Indemnified Persons or any of them and arising out of, caused by, related to or based upon a contractual or other relationship between such claiming Party and the City as it relates to the Fibers or the Right of Use, including, without limitation, any claim for interruption of service or in respect of service quality. The City's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by the negligence, intentional acts or omissions or misconduct of the Franchisee Indemnified Persons or any of them.

3. Either Party seeking indemnification hereunder (the "Indemnatee") shall promptly notify the City or Franchisee, as appropriate, of the nature and amount of such Claim and the method and means proposed by the Indemnatee for defending or satisfying such Claim. The Parties shall consult and cooperate with each other respecting the defense and satisfaction of such Claim, including, without limitation, the selection of and directions to legal counsel. Neither Party shall pay or settle any such Claim without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.
4. Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages against any third party, including, without limitation, indirect, special or consequential damages, based on any acts or omissions of such third party, as such acts or omissions may affect the construction, operation or use of the Fibers or Franchisee's System; provided, however, that each Party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other Party to pursue any such action against such third party.

K. 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 in an area of the City in which lines within the Public Rights-of-Way Property are installed within the duct and conduit facilities of Empire City Subway Company, Ltd. or its successor ("ECS"), Franchisee shall install its cables and related equipment that are to be located within the Public Rights-of-Way 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, however, that, subject to applicable law: (i) ECS provides such existing or new facilities on reasonable terms and conditions, including, without limitation, reasonable terms as to price, timing and access; and (ii) in any event, to the extent consistent with prevailing practice, Franchisee may construct its own underground facilities in order to connect from ECS facilities to the point of service, subject to any necessary permits from the City's Department of Transportation and/or other applicable City agencies. 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 the body of this 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, but subject to the limitation on such right of the City as set forth in the parenthetical proviso in Section 4.6 of the body of this Agreement). At any location where, to Franchisee's knowledge, some, but not all, existing landline communications cables and/or public utility lines are located underground, Franchisee shall, if it installs its cable and related facilities above ground at such location, within thirty days after physical installation commences, notify DoITT of its such aboveground installation and the status of the location as in part occupied by underground utility facilities.

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 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 Utility 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;

(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 elsewhere in this Agreement of which this Appendix E is a part, Franchisee shall be authorized pursuant to this Agreement to install, operate and/or maintain equipment pedestal boxes above ground on the surface of City sidewalks to provide the services authorized by reason of this Agreement provided that (a) Franchisee abides by the requirements of Attachment 1 attached to and made a part of this Appendix E 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 reasonable 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 body of this 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 Franchisee 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. Franchisee 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 this Agreement of which this Attachment is a part, and (iv) do not limit the continued

authorized by this 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	Minimum Clearance (feet)
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, Arcaways	3
Transformer Vault ¹ , Sidewalk Grates	3
All Other Legal Street Furniture	5

¹ 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							
7/1	10:00	10:30	90688	Replaced bad Dist. splice	60	0.5	30.0

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

THIS GUARANTY is made and entered into this ___ day of ____, 2011, by TIME WARNER CABLE INC. (hereinafter referred to as the "Guarantor").

To induce the City of New York (the "City") to renew the Southern Manhattan Franchise, the Queens Franchise, the Western Brooklyn Franchise, and the Staten Island Franchise, on the terms set forth in the franchise agreements executed by the City and Time Warner Entertainment Company, L.P. (the "Franchisee") of even date herewith (the "Franchise Agreements") to construct, maintain and operate, a cable television system in the areas of the City described in such Franchise Agreements, in addition to other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1) The Guarantor: (i) guarantees absolutely, irrevocably and unconditionally to the City the complete and prompt observance, fulfillment and performance, by the Franchisee, of each and every provision and obligation contained in such Franchise Agreements, except to the extent that any such provision or obligation is unenforceable under applicable law; and (ii) agrees to comply fully with all obligations of the Guarantor to be performed as provided in the Franchise Agreements. The Guarantor also affirms all representations and warranties made by it in the Franchise Agreements.

2) The guarantees set forth in Section 1 above, shall (a) become effective upon the Closing of the Franchise Agreements (as defined in the Franchise Agreements), and (b) remain in effect until the later of the termination of the Franchise Agreements or, with respect to any provision of the Franchise Agreements that survives termination or satisfaction of the Franchise Agreements, the termination or satisfaction of such provision.

3) No termination (other than as provided for in Section 2(b) above), amendment, waiver or modification of this Guaranty or any of its terms or provisions shall be effective unless it is set forth in a written instrument signed by the Guarantor and the City.

4) This Guaranty shall be governed by and construed in accordance with the laws of the State of New York, as applicable to contracts entered into and to be performed entirely within that State.

5) If any section, subsection, sentence, clause, phrase, or other portion of this Guaranty is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion, and such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

-- end of page --

[signatures appear on the following page]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed under seal by its duly authorized representatives on the date first above written.

TIME WARNER CABLE INC.

By _____
Name:
Title

Attest:

[seal]

Accepted and Agreed To:

THE CITY OF NEW YORK

By _____
Name:
Title:

Approved as to Form:

Acting Corporate Counsel

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



FOUR



FOUR

Digital Starter Pak includes Basic Standard and Music Choice. DT-Value includes Basic Standard, DTV-Digital Television and Music Choice. El Paquete* includes Basic, DTV en Español and Music Choice. The purchase of Basic service is required to receive other services. The purchase of Standard service is required to receive DTV-Digital Television. HD cable box required to view HD channels.

- BASIC**
- 166... Antenna TV*
 - 76.507... The Arabic Channel*
 - 126... Blue Ocean Network (Bikini)
 - 155... Blue Ocean Network (Qns)
 - 582.67... Chinese Channel*
 - 169... Create!
 - 71.147... C:SPAN*
 - 770... C:SPAN HD*
 - 148... C:SPAN 2*
 - 776... C:SPAN 2 HD*
 - 144... C:SPAN 3*
 - 775... C:SPAN 3 HD*
 - 77... CUNY NYC TV
 - 804... CUNY Networks*
 - 180... Fashion News Network
 - 700... HD Movies On Demand*
 - 39... HSN*
 - 738... HSN HD
 - 77.563... I!V (3 am-4 pm)*
 - 534... KBN*
 - 53... KC TV*
 - 160... Kids Thirteen*
 - 535... Korean News Network*
 - 76.531... The Korean Channel*
 - 186... I!ATV*
 - 96... Leased Access
 - 667... Live Well HD
 - 532... Media Korea*
 - 161... mbcNY (NONSTOP)*
 - 97... The NET
 - 589... New Tang Dynasty Television*
 - 545... NGTV (3 am-3 pm)*
 - 1... NY1
 - 701... NY1 HD
 - 25... NYC Life
 - 71... NYC TV
 - 72... NYC TV Drive
 - 74... NYC TV Gov
 - 73... NYC TV World
 - 165... NUNJ*
 - 34.35
 - 56.57... QPTV/BGAT
 - 33... QVC
 - 733... QVC HD
 - 99... Remote Control Setup*
 - 92... RISE*
 - 135... RT*
 - 32... ShopNBC
 - 182... Shop Zee! 2*
 - 183... Shop Zee! 3*
 - 184... Shop Zee! 4*
 - 185... Shop Zee! 5*
 - 98... TBN*
 - 8... TBS
 - 708... TBS HD

- 68... Teleturra (W-U)†
 - 768... Teleturra HD (W-FUT) HD
 - 47... Telemundo (WNUJ)
 - 747... Telemundo HD (WNUJ)
 - 713... Thirteen HD
 - 411... TWCable Info Channel*
 - 176... Universal Sports
 - 41... Univision (WXTV)
 - 741... Univision HD (WXTV) HD
 - 168... VMe†
 - 7... WABC
 - 707... WABC HD
 - 163... WABC News Now*
 - 2... WCBS
 - 702... WCBS HD
 - 162... WGH America
 - 21... WLJW*
 - 55... WLNY
 - 63... WMBC
 - 4... WNBC
 - 704... WNBC HD
 - 13... WNET
 - 5... WNYW
 - 705... WNYW HD
 - 164... World†
 - 11... WPXK
 - 711... WPXK HD
 - 31... WPXN
 - 731... WPXN HD
 - 91... WRNN*
 - 9... WWOR
 - 709... WWOR HD
- STANDARD**
- 483... 3D1V1 HD
 - 484... 3D1V2 HD
 - 46... AGE
 - 746... ASE HD
 - 38... ABC Family
 - 738... ABC Family HD
 - 54... AMC
 - 754... AMC HD
 - 37... BET
 - 737... BET HD
 - 18... Bravo
 - 718... Bravo HD
 - 61... Cartoon Network
 - 761... Cartoon Network HD
 - 15... CNBC
 - 715... CNBC HD
 - 78... CNN
 - 778... CNN HD
 - 45... Comedy Central
 - 749... Comedy Central HD
 - 66... Discovery Channel
 - 766... Discovery Channel HD

- 49... Disney Channel
- 749... Disney Channel HD
- 767... HD Theater
- 74... E!
- 724... E! HD
- 28... ESPN
- 728... ESPN HD
- 29... ESPN2
- 729... ESPN2 HD
- 50... Food Network
- 750... Food Network HD
- 43... Fox Business Network
- 743... Fox Business Network HD
- 44... Fox News Channel
- 744... Fox News Channel HD
- 501... France 24
- 10... FX
- 710... FX HD
- 69... Galavisión
- 769... Galavisión HD
- 58... Headline News
- 758... **Headline News HD**
- 64... HGTV
- 764... HGTV HD
- 40... History
- 740... History HD
- 62... Lifetime
- 762... Lifetime HD
- 30... Lifetime Movie Network
- 780... Lifetime Movie Network HD
- 37... MSG
- 727... MSG HD
- 48... MSG Plus
- 748... MSG Plus HD
- 14... MSNBC
- 714... MSNBC HD
- 20... MTV
- 720... MTV HD
- 65... National Geographic Channel
- 765... National Geographic Channel HD
- 6... Nickelodeon
- 716... Nickelodeon HD
- 12... Oxygen
- 712... Oxygen HD
- 791... Palladia HD
- 123... Speed
- 774... Speed HD
- 36... Spike TV
- 736... Spike TV HD
- 197... Sports Extra 1
- 198... Sports Extra 2
- 26... SportsNet New York
- 504,725... SportsNet New York HD
- 17... Syfy
- 717... Syfy HD
- 46... TWC
- 757... TWC HD

- 752... TLC HD
 - 3... TNT
 - 703... TNT HD
 - 79... truTV
 - 734... Universal HD
 - 16... USA
 - 716... USA HD
 - 19... VH1
 - 719... VH1 HD
 - 59... WE: Women's Entertainment
 - 759... WE HD
 - 93... The Weather Channel
 - 772... The Weather Channel HD
 - 53... Yes Network
 - 505,753... Yes Network HD
- (TV-DIGITAL) TELEVISION**
- 87... The Africa Channel
 - 787... The Africa Channel HD
 - 153... American Life TV
 - 86... Animal Planet
 - 786... Animal Planet HD
 - 100... Answers On Demand
 - 106... BBC America
 - 685... BBC America HD
 - 143... Bio
 - 763... Bio HD
 - 30... Bloomberg TV
 - 730... Bloomberg TV HD
 - 109... Bloomberg
 - 134... CCTV-9
 - 89... Centric
 - 102... Chiller
 - 140... CMT (Country Music Television)
 - 694... CMT HD
 - 139... CNBC World
 - 133... CNN International
 - 51... Cooking Channel
 - 751... Cooking Channel HD
 - 686... Crime and Investigation HD
 - 503... Crossings TV
 - 103... Current
 - 116... Discover & Health
 - 60... Discovery XD
 - 760... Discovery XD HD
 - 145... DIY Network
 - 688... DIY Network HD
 - 199... DIY Previews
 - 172... ESPN News
 - 478... ESPN News HD
 - 173... ESPN Deportes
 - 487... ESPN Deportes HD
 - 170... ESPNU
 - 479... ESPNU HD
 - 717... E!TV
 - 146... E!TV HD
 - 757... E!TV HD

- 486... Fox Deportes HD
- 124... Fox Soccer Channel
- 485... Fox Soccer Channel HD
- 125... Fox Sports
- 486... Fox Sports HD
- 132... FUSE
- 691... FUSE HD
- 105... G4
- 692... G4 HD
- 141... GAC (Great American Country)
- 121... The Golf Channel
- 482... The Golf Channel HD
- 152... GMC
- 680... GMC HD
- 117... GSN (Game Show Network)
- 693... GSN HD
- 84... Hallmark Channel
- 684... Hallmark Channel HD
- 784... Hallmark Movie Channel HD
- 699... HD Showcase On Demand
- 130... History International
- 697... History International HD
- 22... The Hub
- 722... The Hub HD
- 81... IFC
- 781... IFC HD
- 560... Imagine Asia!
- 23... Investigation Discovery
- 773... Investigation Discovery HD
- 151... Jewelry TV
- 120... Jewish Life TV
- 127... Lifetime Real Women
- 155... LOGO
- 112... Military Channel
- 174... MLB Network
- 489... MLB Network HD
- 128... MTV2
- 42... msn2
- 158... National Geographic Wild
- 696... National Geographic Wild HD
- 175... NBA TV
- 488... NBA TV HD
- 156... News 12 Brooklyn (BK only)
- 179... Nick Jr.
- 139... Nicktoons Network
- 154... Nuvo TV
- 159... NY State Legislative
- 95... NY1 Noticias
- 104... NY1 Rail and Road
- 480... Outdoor Channel HD
- 83... Ovation
- 783... Ovation HD
- 115, 862... OWN
- 682... OWN HD
- 114... Planet Green
- 695... Planet Green HD

- 131... Reelz
 - 683... Reelz HD
 - 111... Science
 - 775... Science HD
 - 113... Shop Zee!
 - 107... Sleuth
 - 118... Style Network
 - 689... Style Network HD
 - 101... Sundance
 - 290... Sundance HD
 - 82... TCM
 - 782... TCM HD
 - 137... Teen Nick
 - 167... TDS
 - 88... Travel Channel
 - 788... Travel Channel HD
 - 157... TV Guide
 - 690... TV Guide HD
 - 85... TV Land
 - 90... TV One
 - 790... TV One HD
 - 150... UNTV
 - 122... Versus
 - 481... Versus HD
 - 136... VH1 Classic
 - 679... VH1 Classic HD
 - 142... The World Network
- DIVIEN ESPAÑOL***
- 833... Animal Planet
 - 807... Antena
 - 811... BBC America
 - 850... Bloomberg
 - 844... Bloomberg (SAP)
 - 805... Canal Sur
 - 815... Caracol
 - 845... Cartoon Network (SAP)
 - 893... Centric
 - 895... Cine Latino
 - 896... Cine Mexicano
 - 891... CMT
 - 849... CNBC World
 - 852... CNN Español
 - 851... CNN International
 - 865... Cooking Channel
 - 819... Discovery Español
 - 829... Discovery Familia
 - 863... Discovery Fit & Health
 - 840... Discovery Channel
 - 882... Disney XD (SAP)
 - 866... DIY Network
 - 814... Ecuavisa
 - 800... Español On Demand
 - 821... ESPN Deportes
 - 487... ESPN Deportes HD

- 823... ESPN News
- 867... EWTN
- 868... EWTN Español
- 854... Food Network
- 822... Fox Deportes
- 486... Fox Deportes HD
- 824... Fox Sports Channel
- 802... GAC
- 812... Galavisión
- 813... Game Show Network (GSN)
- 820... GOL TV
- 469... GOL TV HD
- 832... Hallmark
- 838... History en Español
- 831... HITN
- 875... HSN
- 886... I!TV
- 842... The Hub
- 817... I!Nick
- 839... Investigation Discovery
- 876... Jewelry TV
- 830... La Familia
- 861... Late Novela
- 899... Lifetime Real Women
- 837... Military Channel
- 889... MTV 2
- 858... **Multimedios**
- 887... msn2
- 869... The NET
- 847... Nick Jr.
- 846... Nicktoons
- 880... Nuvo TV
- 854... NY1
- 801... NY1 Noticias
- 862... OWN

- 834... Pinnet Green
 - 874... QVC
 - 859... R!†
 - 836... Science
 - 873... Shop NBC
 - 858... Soapnet
 - 843... Sorpresa
 - 799... Spanish Answers On Demand
 - 809... SportsNet Caribbe
 - 883... Teen Nick
 - 810... Telemicro
 - 888... TDS
 - 835... Travel Channel
 - 816... TV Colombia
 - 808... TV Dominicana
 - 881... TV Land
 - 853... TVE 24
 - 802... TVC Internacional
 - 860... Utilísima Satellite
 - 897... Venemotos
 - 890... VH1 Classic
 - 818... Vme
 - 806... WAPA America
 - 826... WFUT/Teleturra
 - 827... WNUJ/Telemundo
 - 870... The World Network
 - 825... WXTV/Univision
- MUSIC CHOICE**
- 847... Nickel Jr.
 - 846... Nicktoons
 - 880... Nuvo TV
 - 854... NY1
 - 801... NY1 Noticias
 - 862... OWN



For the most up-to-date lineup, visit linewarnercable.com or call 800.692.4357

FOUR



FOUR

Channel Lineup

- 616.....Alternative
- 631.....Classic Country
- 617.....Classic Alternative
- 612.....Classic Rock
- 640.....Classical Masterpieces
- 632.....Contemporary Christian
- 637.....Blues
- 604.....Dance/Electronic
- 639.....Easy Listening
- 610.....Gospel
- 602.....Hip Hop and R&B
- 606.....Hip Hop Classics
- 601.....Hit List
- 636.....Jazz
- 627.....Kidz Only!
- 641.....Light Classical
- 603.....MC Mix Tape
- 615.....Metal
- 645.....Mexicana
- 642.....Musica Urbana
- 625.....Party Favorites
- 620.....Pop Hits
- 643.....Pop Latino
- 605.....Rap
- 608.....R&B Classics
- 609.....R&B Soul
- 611.....Reggae
- 613.....Retro Rock
- 614.....Rock
- 646.....Romances
- 638.....Singers & Swing
- 635.....Smooth Jazz
- 619.....Soft Rock
- 624.....Soul/Gold Oldies
- 634.....Soundscapes
- 633.....Sounds of Live Season
- 626.....Stage & Screen
- 607.....Throwback Jamz
- 629.....Today's Country
- 628.....Tortler Tunes
- 644.....Tropicales
- 630.....True Country

FREE ON DEMAND

- Included with DT Value and DTV-Digital
 Televisión Select channels (1) are included with
 DTV en Español.
- 100.....Answers On Demand
 - 799.....Answers On Demand Español
 - 1276.....Autonotiv On Demand
 - 1021/1994.....Cutting Edge On Demand
 - 1012/1993.....Entertainment On Demand
 - 1278.....Find It On Demand
 - 1006.....Free Movies On Demand
 - 699.....HD Showcase On Demand
 - 1047/1991.....Kids On Demand

- 1048/1990.....Kids Preschool On Demand
- 1013/1967.....Lifestyle On Demand
- 798.....Lo Mejor On Demand
- 1111.....Local On Demand
- 1280.....Movie Trailers On Demand
- 1028.....Music Choice On Demand
- 1029/1992.....Music On Demand
- 1281.....My Life On Demand
- 1015/1986.....Nature & Knowledge On Demand
- 1110.....NY On Demand
- 1009/1994.....Primetime On Demand
- 698/1010.....Primetime On Demand HD
- 1023/1994.....Sports & Fitness On Demand
- 1287.....Travel On Demand
- 1008.....TV Shows On Demand

ON DEMAND MOVIES

- 1049.....Disney On Demand
- 1050.....Disney Family Movies On Demand
- 800.....Español On Demand
- 699.....HD Showcase On Demand
- 1002.....Hits On Demand
- 500.....International Movies On Demand
- 528.....The Jewish Channel On Demand
- 1001.....Kids & Teens On Demand
- 1000.....Movies On Demand
- 700.....Movies On Demand HD
- 1005.....Thriller On Demand

PAY-PER-VIEW & ON DEMAND EVENTS

- 350-490.....Events On Demand
- 351-491.....IN DEMAND Previews
- 352-492.....IN DEMAND 1
- 353-493.....IN DEMAND 2
- 354-494.....IN DEMAND 3
- 355-495.....IN DEMAND 1 HD
- 356-496.....IN DEMAND 2 HD

FAMILY CHOICE

- 1900.....Boomerang
- 1901.....CSPAN 2
- 1902.....CSPAN 3
- 1908.....Discovery Fit & Health
- 1906.....Disney Channel
- 1913.....Disney XD
- 1907.....E! Network
- 1914.....Food Network
- 1909.....J! MTV
- 1903.....HLN
- 1904.....The Hub
- 1910.....La Familia
- 1911.....Nick Jr

- 1905.....Science
- 1912.....The Weather Channel

TV ESSENTIALS

- Includes Basic and Music Choice channels
 along with the following
- 46.....AMF
 - 54.....AMC
 - 66.....Animal Planet
 - 37.....BET
 - 143.....Blo
 - 109.....Cometstar
 - 18..... Bravo
 - 61.....Cartoon Network
 - 89.....Cenlic
 - 78.....CNN
 - 51.....Cooking Channel
 - 66.....Discovery
 - 49.....Discovery Channel
 - 122.....ESPN NEWS
 - 116.....FTV TV
 - 10.....FX
 - 105.....G4
 - 111.....GAC Great American Country
 - 152.....GMC
 - 117.....GSN Game Show Network
 - 84.....Hallmark
 - 188.....Halogen
 - 58.....Headline News
 - 64.....HGTV
 - 40.....History
 - 189.....Inspiration
 - 151.....Jewelry TV
 - 62.....Lifetime
 - 112.....The Military Channel
 - 20.....MTV
 - 129.....Nick Jr
 - 5.....Nickelodeon
 - 1.....NY1
 - 8.....TBS
 - 137.....TeenNick
 - 157.....TV One
 - 16.....USA
 - 19.....VH1

PREMIUM CHANNELS

- 216.....@MAX
- 663.....@Max ID
- 213.....ActionMAX
- 661.....ActionMAX HD
- 210.....Cinemax
- 658.....Cinemax HD
- 230.....Cinemax On Demand
- 217.....Five Star Max
- 664.....Five Star Max HD
- 201.....HBO
- 651.....HBO HD
- 202.....HBO 2
- 652.....HBO2 HD
- 205.....HBO Comedy
- 655.....HBO Comedy HD
- 204.....HBO Family
- 654.....HBO Family HD
- 207.....HBO Latino
- 657.....HBO Latino HD
- 200.....HBO On Demand
- 203.....HBO Signature
- 653.....HBO Signature HD
- 206.....HBO Zone
- 656.....HBO Zone HD
- 217.....MoreMAX
- 659.....MoreMAX HD
- 218.....OscarMAX
- 665.....OscarMAX HD
- 249.....Playboy TV
- 748.....Playboy TV On Demand
- 221.....Showtime
- 666.....Showtime HD
- 225.....Showtime Beyond
- 670.....Showtime Beyond HD
- 234.....Showtime Extreme
- 669.....Showtime Extreme HD
- 227.....Showtime Family Zone
- 728.....Showtime Next
- 673.....Showtime Next HD
- 210.....Showtime On Demand
- 223.....Showtime Showcase
- 668.....Showtime Showcase HD
- 222.....Showtime Too
- 667.....Showtime Too HD
- 276.....Showtime Women
- 671.....Showtime Women HD
- 241.....Starz
- 676.....Starz HD
- 244.....Starz Cinema
- 246.....Starz Comedy
- 681.....Starz Comedy HD
- 242.....Starz Edge
- 672.....Starz Edge HD
- 245.....Starz In Black
- 213.....Starz Kids & Family
- 240.....Starz Kids On Demand
- 214.....Starz MAX
- 661.....Starz MAX HD
- 231.....TMC (The Movie Channel)
- 674.....TMC HD
- 230.....TMC On Demand
- 232.....TMC Xtra
- 675.....TMC Xtra HD
- 215.....WMAX

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- 662.....WMAX ID
- PREMIUM CHANNELS EN ESPAÑOL
- 916.....@MAX
- 913.....ActionMAX
- 911.....Cinemax
- 915.....Encore
- 917.....Five Star Max
- 901.....HBO
- 957.....HBO HD
- 902.....HBO2
- 953.....HBO2 HD
- 905.....HBO Comedy
- 955.....HBO Comedy HD
- 904.....HBO Family
- 955.....HBO Family HD
- 907.....HBO Latino
- 958.....HBO Latino HD
- 903.....HBO Signature
- 954.....HBO Signature HD
- 906.....HBO Zone
- 912.....MoreMAX
- 923.....OscarMAX
- 921.....Showtime
- 925.....Showtime Beyond
- 924.....Showtime Extreme
- 927.....Showtime Family Zone
- 928.....Showtime Next
- 929.....Showtime Next HD
- 922.....Showtime Too
- 926.....Showtime Showcase
- 924.....Showtime Women
- 941.....Starz
- 944.....Starz Cinema
- 945.....Starz Comedy
- 942.....Starz Edge
- 945.....Starz In Black
- 943.....Starz Kids & Family
- 914.....Starz MAX
- 931.....TMC (The Movie Channel)
- 932.....TMC Xtra
- 915.....WMAX
- INTERNATIONAL PREMIUM CHANNELS
- Brazilian/Portuguese:
 - 913.....PFC
 - 511.....RTP1
 - 912.....TV Globo
- Chinese-Chinese:
 - 591.....TVBI
- Chinese-Mandarin:
 - 586.....CTV 4
 - 583.....Chinese Cinema
 - 582.....Chinese Prime
 - 588.....CTI Zhong Tian
- 667.....ETTV China
- 596.....ETTV Drama
- 595.....ETTV Financial News
- 593.....ETTV News
- 592.....ETTV NY
- 585.....Phoenix InfoNews
- 594.....Phoenix North America
- 597.....YoYoTV
- Filipino:
 - 539.....The Filipino Channel
 - 544.....GMA DWLS Radio
 - 543.....GMA DZBB Radio
 - 542.....GMA Life
 - 540.....GMA Pinoy
- French:
 - 555.....TV5
- German:
 - 471.....Deutsche Welle
- Greek:
 - 546.....Antenna
 - 545.....NGTV
- Italian:
 - 554.....RAI Italia
- Japanese:
 - 541.....TV Japan
- Polish:
 - 556.....TV Polonia
 - 557.....TeleRadio
- Russian:
 - 519.....CTC
 - 522.....OR Worldwde
 - 523.....NTV America
 - 521.....RTN
 - 527.....RTN Plus
 - 521.....RTV
 - 526.....TV1000 Russian Kino
- South Asian - Bangladeshi:
 - 575.....The Bangladesh Channel
- South Asian - Hindi:
 - 570.....Bollywood Hits On Demand
- 563.....Ji V Gold
- 562.....Sahana Filmly
- 561.....SE Asia
- 569.....TV Asta
- 564.....Zee TV
- South Asian - Punjabi:
 - 572.....AAJ
 - 573.....Jis Punjabi
- SPORTS PACKAGES
 - 477.....ESPN Buzzer Beater
 - 421-426.....ESPN Game Day/ESPN Full Court
 - 445.....Game HD
 - 446.....Game 2 HD/MLB Extra Innings
 - 431-444.....MLB Extra Innings/NHL Center Ice
 - 401-406.....NBA League Pass

- 287.....Hallmark Movie Channel HD
- 263.....JFC
- 289.....JFC HD
- 262.....Lifetime Movie Network
- 286.....Lifetime Movie Network HD
- 259.....RTFLZ
- 283.....REELZ HD
- 266.....Sunshine
- 290.....Sunshine HD
- 267.....Time Warner Cable Movie Pass On Demand
- 291.....Time Warner Cable Movie Pass On Demand HD
- 261.....Turner Classic Movies
- 285.....Turner Classic Movies HD
- ADULT PREMIUM CHANNELS
 - 300.....Adult On Demand
 - 301.....Adult On Demand HD
 - 322.....Club Jenna PPV
 - 338.....Gay On Demand
 - 335.....Jered On Demand
 - 336.....Jered TV
 - 332.....Lower Stern On Demand
 - 326.....IN DEMAND 1 PPV
 - 327.....IN DEMAND 2 PPV
 - 302.....Juicy On Demand
 - 337.....Mantle On Demand
 - 331.....Outrageous On Demand
 - 314.....Peri House
 - 313.....Penthouse On Demand (Included with Pen House)
 - 331.....Penthouse PPV
 - 317.....Playboy en Español
 - 311.....Playboy TV
 - 310.....Playboy TV On Demand (Included with Playboy TV)
 - 318.....REAL
 - 317.....REAL On Demand (Included with REAL)
 - 325.....REAL PPV
 - 303.....Sauce On Demand
 - 320.....Spice Xcess PPV
 - 316.....TEN
 - 315.....TEN On Demand (Included with TEN)
 - 324.....TEN PPV
 - 330.....Too Much For TV On Demand
- 407-410.....MLS Direct Kick/NBA League Pass
- 412.....Team HD
- HDXTRA
 - Package includes Time Warner Cable Sports Passes as well as the HD channels listed.
 - 647.....MAV TV HD
 - 650.....MGM HD
 - 649.....Smithsonian HD
 - 648.....Smithsonian HD On Demand
 - 542.....GMA Life
 - 540.....GMA Pinoy
- TIME WARNER CABLE SPORTS PASSES
 - Standard definition except where indicated
 - 472.....Big Ten Network HD
 - 471.....Big Ten Network HD On Demand
 - 473.....Big Ten 2 HD
 - 474.....Big Ten 3 HD
 - 475.....Big Ten 4 HD
 - 476.....Big Ten 5 HD
 - 457.....CBS College Sports
 - 467.....CBS College Sports II HD
 - 477.....ESPN Buzzer Beater
 - 451.....ESPN Classic
 - 452.....Fox College Sports Atlantic
 - 453.....Fox College Sports Central
 - 454.....Fox College Sports Pacific
 - 460.....Fox Soccer Plus
 - 470.....Fox Soccer Plus HD
 - 456.....Fuel
 - 459.....GOL TV
 - 469.....GOL TV HD
 - 458.....NHL Network
 - 468.....NHL Network II HD
 - 455.....Tennis Channel
 - 465.....Tennis Channel HD
- TIME WARNER CABLE MOVIE PASS
 - 260.....AMC
 - 284.....AMC HD
 - 251.....Encore
 - 275.....Encore HD
 - 252.....Encore Action
 - 235.....Encore Drama
 - 253.....Encore Love
 - 254.....Encore Mystery
 - 258.....Encore WAM
 - 256.....Encore Westerns
 - 268.....Feeniet
 - 282.....Feeniet HD
 - 267.....Feeniet On Demand
 - 291.....Feeniet On Demand HD
 - 257.....Fox Movie Channel

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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

Each TWC Franchisee shall continue to provide, free of charge, throughout the Term, to all those government and government-related locations within its respective portion of the TWC Franchise Area, those services which a TWC Franchisee was providing free of charge to such locations as of March 1, 2011 (to the extent that such Franchisee was incorrectly charging for a service to any such location as of March 1, 2010, 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 a service being provided free of charge as of such date for purpose of this sentence). In addition, to the extent such Franchisee was not providing, as of March 1, 2011, free of charge, services consistent in nature and scope with the following, to the following locations, such Franchisee shall promptly commence the provision of such services to such facilities as hereinafter described.

Neither the cost to the provider nor the value to the recipient of the services provided in accordance with this Appendix L shall constitute a deduction from or credit against the amounts payable to the City under Article 10 of the body of this Agreement, or any other provision of the TWC Franchise Agreements.

Department of City Planning

Provide a drop to 22 Reade Street, with services provided free of charge comparable to those provided to most other City offices pursuant to this Appendix L.

City Hall

All services being provided to the current City Hall building (City Hall, New York New York, 10007), as of March 1, 2011, will be provided at no charge, commencing on the Effective Date.

Brooklyn Public Library

Provide service free of charge to the Walt Whitman, Fort Hamilton, Brooklyn Heights, Bushwick and Dyker Brooklyn Public Library locations (services provided free to be comparable to those being provided to most City-related facilities pursuant to this Appendix L).

Parks Department

Provide service to the following Parks facilities that will serve as evacuation sites in the event of an emergency (services provided free to be comparable to those being provided to most City-related facilities pursuant to this Appendix L).

Brooklyn

METROPOLITAN POOL
261 Bedford Ave
Brooklyn, NY 11211

RED HOOK
155 Bay Street
Brooklyn, NY 11231

718-599-5707

Manhattan

ALFRED E. SMITH
80 Catherine Street
New York, NY 10038
212-285-0300

HANSBOROUGH
35 West 134th Street
New York, NY 10037
212-234-9603

JACKIE ROBINSON
86 Bradhurst Avenue
New York, NY 10031
212-234-9606

THOMAS JEFFERSON
2180 First Avenue
New York, NY 10029
212-860-1383

WEST 59TH STREET
533 West 59th Street
New York, NY 10019
212-397-3166

718-722-3211

EAST 54TH STREET
348 East 54th Street
New York, NY 10022
212-397-3154

HAMILTON FISH
128 Pitt Street
New York, NY 10002
212-387-7687

J HOOD WRIGHT SENIOR CENTER
351 Fort Washington Ave
New York, NY 10033
212-927-1514

PELHAM FRITZ SENIOR CENTER
18 Mt Morris Park West
New York, NY 10027
212-860-1380

TONY DAPOLITO
3 Clarkson Street
New York, NY 10014
212-242-5418

CHELSEA
430 West 25th Street
New York, NY 10010
212-255-3705

Queens

LOST BATTALION HALL
93-29 Queens Blvd
Rego Park, NY 11374
718-520-5383

ROY WILKINS
177th Street and Baisley Blvd
Jamaica, NY 11434
718-276-8686

SORRENTINO
18-48 Cornaga Avenue
Far Rockaway, NY 11691
718-471-4818

THE OVERLOOK
QUEENS HEADQUARTERS
80-30 Park Lane
Kew Gardens, NY 11415
718-520-5900

Staten Island

GREENBELT
200 Nevada Avenue
Staten Island, NY 10306
718-667-2165

CROMWELL
Pier 6 at Murray Hulbert Avenue
Staten Island, NY 10301
718-816-6172

STONEHENGE
STATEN ISLAND HEADQUARTERS
1150 Clove Road
Staten Island, NY 10301
718-390-8000