

OPEN VIDEO SYSTEMS EXTENSION AGREEMENT

-
-

THIS AGREEMENT (the "Agreement") is made as of this 10th day of June 2000, by and between the District of Columbia ("District"); and Starpower Communications, LLC, a District of Columbia limited liability corporation ("Starpower").

WHEREAS, the District and Starpower entered into an Interim Open Video Systems Agreement ("OVS Agreement") approved by the Mayor on October 26, 1998, and approved by the Control Board on December 10, 1998. The OVS Agreement commenced December 10, 1998 for a term of one year, with a one time automatic six-month extension, which commenced on December 10, 2000.

WHEREAS, the OVS Agreement is scheduled to expire on June 10, 2000;

WHEREAS, Starpower filed an application for a cable franchise in the District of Columbia with the Office of Cable Television and Telecommunications on or about January 18, 2000.

WHEREAS, the District and Starpower believe it would be in the best interests of the District and Starpower to extend the term of the OVS Agreement until December 10, 2000, and to preserve the status quo with respect to the existing OVS Agreement, in order to permit the parties to attempt to negotiate a long-term cable franchise agreement, and to permit the Mayor, by Executive Order, to execute month-to-month extensions of the term up to an additional six (6) months after such date, as the Mayor deems necessary upon the recommendation of the Office of Cable Television and Telecommunications ("OCTT") of the District, in order to permit the conclusion of any franchise negotiations and any action by the Council of the District of Columbia ("Council") on any proposed cable franchise agreement.

NOW, THEREFORE, the District and Starpower hereby agree as follows:

1. The OVS Agreement is extended from June 10, 2000, until December 10, 2000; provided, however, the Mayor may extend the term, by Executive Order, on a month-to-month basis for up to an additional six months (6) after December 10, 2000, as the Mayor deems necessary, upon the recommendation of OCTT, in order to permit the conclusion of any cable franchise negotiations by OCTT and Starpower and action by the Council on any proposed cable franchise agreement.
2. During the OVS Extension, the District and Starpower shall be subject to the same terms and conditions as set forth in the OVS Agreement. During the OVS Extension, Starpower shall also comply with any and all additional terms and conditions set forth herein.
3. During the OVS Extension, OCTT and Starpower shall work together in good faith and diligently in order to consider a long-term cable franchise agreement. **Notwithstanding the foregoing, this Agreement shall not obligate the District to grant a cable franchise to Starpower.**
4. By entering into this Agreement, the District and Starpower do not otherwise waive their rights to rely upon the rights, procedures, protections and recourses granted to them pursuant to applicable federal or District rule, regulation, law or precedent (including, but not limited to, Section 626 of the Cable Communications Policy Act of 1984, approved Oct. 30, 1984 (98 Stat. 2779, 2791-93; 47 U.S.C. Sect. 546), as amended).

5. Starpower agrees to provide monthly reports, due on the 21st day of every month for the previous month's reporting period beginning July 21, 2000, regarding all video consumer telephone calls received, all cable modem consumer telephone calls received and any action taken thereon. The reports shall provide detailed information relating to the total number of calls received, total number of calls answered, the percentage of calls answered, the percentage of calls answered within 30 seconds, the average speed to answer calls in seconds, total number of calls abandoned, the percentage of calls abandoned and the percentage of trunk busy (the reporting period shall be Monday-Friday 8:00am-6:00pm). Additionally, Starpower agrees to provide monthly reports, due on the 21st day of every month for the previous month's reporting period beginning July 21, 2000, regarding the total number of active subscribers, the total number of completed disconnections, the total number of completed installations, the total number of days out on installations, the total number of service calls, and the total number of service changes.
6. Throughout the term of the Extension Agreement, Starpower agrees to provide quarterly reports, due on the 21st day of the month following each quarter beginning July 21, 2000, demonstrating the progress of the construction of its system in the District. The reports shall include as-built maps and schedules relevant to the build-out.
7. **Within thirty (30) days after the execution of this Extension Agreement, Starpower shall submit a bank check to the City in the amount of Sixty Two Thousand Five Hundred Dollars (\$62,500.00), which payment shall represent Starpower's contribution to the Public, Educational, and Governmental channels (the "PEG Access Contribution") through December 10, 2000. In the event that the Mayor exercises the option to extend the term of this Agreement on a month-to-month basis, pursuant to Paragraph 1 herein, Starpower shall, on such monthly basis, submit a check to the City in the amount of Five Thousand Five Hundred Fifty Five Dollars (\$5,555.00) within thirty (30) days after the date that the Mayor extends the term of this Agreement, which monthly payment shall represent Starpower's PEG Access Contribution for such monthly extension.**
8. Starpower agrees that, by execution of this Agreement, Starpower accepts the validity of the provisions of this Agreement and the authority of Starpower to enter into this Agreement, and waives any right it may have to assert that the provisions of this Agreement are not consistent with applicable law. Further, Starpower will not contest: (a) the validity of any aspect of this Agreement, or (b) the District's authority to enter into this Agreement or to enforce the terms of this Agreement, the OVS Agreement and applicable law throughout the OVS Extension.
9. Starpower agrees that this Agreement shall be binding on each and all permitted assignees, transferees or other successors in interest to each.
10. This Agreement shall be effective only upon the approval of the District of Columbia Financial Responsibility and Management Assistance Authority.

DISTRICT OF COLUMBIA

Mayor of the District of Columbia

By: _____

Date: _____

STARPOWER COMMUNICATIONS, LLC

By: _____

Date: _____