APPENDICES

APPENDIX A

SYSTEM CHARACTERISTICS;
PERFORMANCE AND TESTING REQUIREMENTS; SYSTEM PLANS

APPENDIX A

SYSTEM CHARACTERISTICS; PERFORMANCE AND TESTING REQUIREMENTS; SYSTEM PLANS CONSTRUCTION TERMS, SCHEDULE AND SEQUENCE

I. OVERVIEW OF SYSTEM UPGRADE COMMITMENTS

Over the next three (3) years, the Company shall upgrade its plant in the District of Columbia, constructing a hybrid fiber-coaxial plant ("HFC") for Signal distribution. The Upgraded System shall be capable of passing frequencies of at least eight hundred sixty (860) megahertz (MHz) cable bandwidth and shall be Two-Way active. Fiber optic conductors shall be widely deployed, reaching neighborhood nodes. The Upgraded plant shall be able to support a minimum Analog Channel capacity of eighty (80) Analog Channels. The System shall be capable of providing over two hundred (200) Digital Services. The Company shall employ a fiber-to-the-node architecture, with nodes serving a maximum of fifteen hundred (1,500) homes passed. Based on the Company's System design, the typical node size will be lower than this maximum. In addition, nodes shall be sufficiently scalable to meet any future service requirements and such scalability can be accomplished with minimal further construction. In order to better increase signal quality and improve the reliability of the System, the System shall employ a maximum of six (6) amplifiers in a cascade after the node. However, based on the Company's System design, the typical number of amplifiers in a cascade will be lower. The System shall have the capacity to offer a variety of Digital Services to Subscribers, including television and audio programming on digitally compressed Channels, Two-Way Internet access, high-definition television ("HDTV") and other emerging and advanced Services. The System shall have backup power to assure reliability, as well as preventative status monitoring equipment to measure Subscriber Network Signal and power parameters. This Appendix A describes the Upgrade, the completion of which is to be certified pursuant to Appendix B.

II. SYSTEM CHARACTERISTICS

A. Technical Features

1. Headend/Hubs Design and Intrasystem Interconnection

The headend facility is currently located at the northeast corner of Florida Avenue and Fourteenth Street, N.W.; should this facility be relocated from this site, the headend facility shall be relocated to a location within the District of Columbia for the duration of the term of the Franchise. The headend facility is the central Signal processing site for the System. Signals from the various programming sources are received via off-air antennas, satellite dish antennas and terrestrial microwave antennas located at the headend, where they are combined into the unique package of

programming Services for the System. Fiber optic links may transport program Signals from local broadcast television stations. The Company shall notify OCTT in writing on the Effective Date of any agreements existing at that time with local broadcasters to use fiber optic links to transport program Signals. The Company shall notify OCTT in writing no later than thirty (30) days after any other such fiber optic link has been established. Fiber optic links shall transport the PEG Channels' Signals to the headend and other locations identified in Exhibit 2 to this Appendix A. The Company may also use fiber optic links to bring in satellite and other programming from neighboring cable systems. Receivers, demodulators, transcoders, modulators, scramblers, processors, switchers, monitors and test equipment are some of the equipment types to be found in the headend.

The headend Signals shall be transported to other facilities termed hub sites. There shall be multiple hub sites, including the one located at the headend, located throughout the System. The hub sites house laser transmitters and optical receivers that communicate with the nodes. Digital set-top box data demodulators, cable modem routers, video-on-demand servers and high-speed Ethernet switches may also be housed in the hub facility. A fiber optic cable ring ("fiber ring") shall interconnect the hub facilities. This ring topology shall provide redundant paths to protect against a fiber cut. Signals are sent both clockwise and counterclockwise around this ring. Each hub site, therefore, shall receive Signals from either direction. Automatic switching equipment shall exist at each hub site to select the alternate route if the primary route fails (this alternate route is hereinafter referred to as the "Backup Route"). As a result of this redundancy, any single point of damage to the fiber ring will not result in the loss of Signal to the hub site. Fiber optic cables connect each hub facility to the nodes it serves in a star topology.

The node is the demarcation point where the optical fibers terminate and the coaxial cable Signals originate in the HFC network architecture. The tree and branch coaxial cable system shall be divided into a number of smaller coaxial systems. The area served by one of these systems is dependent upon the reach of a given coaxial distribution feeder leg.

Node segmentation is a process used to provide more bandwidth to and from a given node service area; this would be desired when there is significant growth in the number of customers using this bandwidth. The Company shall segment the nodes in order to prevent degradation in the quality of service to unacceptable levels. Several methods exist to segment the node service area, for

example: additional bandwidth may be provisioned to allow more communications Channels, the node may be equipped with additional Upstream transmitters, and another node may be placed near the existing node. As noted above, the System shall be constructed with sufficient fiber to allow for node scalability with minimal further construction.

2. System Bandwidth and Capacity

The Upgraded System shall have a Downstream bandwidth of at least eight hundred eight (808) MHz, from fifty-two (52) MHz to eight hundred sixty (860) MHz. The Downstream bandwidth shall be allocated between Analog Channels and Digital Services, and this allocation may change over time. Upon completion of the Upgrade, the System shall be capable of delivering eighty (80) Analog Channels for television (counting Channels A-1 and A-2). The System also shall be capable of providing over two hundred (200) Digital Services, which may include audio, data, cable modem and television Services.

The Upstream bandwidth shall be thirty-five (35) MHz, from five (5) MHz to forty (40) MHz. This bandwidth will be used for digital Signals. The Company anticipates accommodating any analog video Signals on routes other than the Upstream bandwidth.

3. Public, Educational and Governmental Channels/Facilities and Institutional Network Facilities

The Company shall provide PEG Channels and facilities and Institutional Network facilities and services, as set forth in Section 4 and Appendices D and E of this Agreement.

4. Signal Distribution Techniques

Signal distribution will take the package of analog and digital Signals, generated by the headend, and send the Signals to the hubs by fiber optic links. Redundancy switches at the hubs shall allow the selection of the Backup Route when required. The hubs shall send the Signals to the nodes by fiber optic links.

Nodes will receive the optical radio frequency Signals from a hub, and convert them to electrical radio frequency Signals for injection into the coaxial cables. The coaxial network of cable, amplifiers and taps will provide a Signal into the drop cable that enters the customer premises.

5. Distribution Lines/Equipment (*e.g.*, power supply, amplifiers, passive devices)

Most of the existing coaxial trunk and feeder cable will be retained. Additional cable shall be added where needed as dictated by System design or for replacement of defective cable. Drop cable shall be replaced as described in Sections II.B and II.F of Appendix B of this Agreement.

All System passives and customer taps shall be rated for at least one (1) GHz.

Amplifiers shall be at least eight hundred sixty (860) MHz units.

All of the power supplies throughout the distribution system shall be eighty-seven (87) volt standby units. These power supplies shall contain approximately fully charged batteries that allow the unit to generate cable power when the utility power is interrupted. These power supplies shall be able to power the distribution system for two (2) hours or more as nominally rated.

6. Two-Way Capability

The entire Upgraded System shall be activated for Two-Way transmission. As the Upgrade for each node service area is completed, that node service area shall be activated for Two-Way transmission.

Signals in the five (5) MHz to forty (40) MHz spectrum of the coaxial cable system are transformed into optical Signals at the node. The node optical radio frequency Signals are received at the hubs and converted back to electrical radio frequency Signals. This Upstream information is communicated to the digital set-top box demodulators, the cable modem routers and other equipment.

7. Emergency Override

The Company shall comply with the Emergency Alert System (EAS) requirements set forth in 47 C.F.R. Part 11 (or any successor thereto) and the requirements set forth in Exhibit 4 to this Appendix A.

8. Standby Power

All headend and hub facilities shall have auxiliary power generators capable of powering the headend and hub equipment in the event of a commercial power failure. The generators shall be supplied with sufficient fuel such that the generators shall be

capable of providing power to these facilities for at least twenty-four (24) hours. All sensitive electronic equipment shall be powered by an uninterruptable power source (UPS). The generators and commercial power shall recharge the batteries in the UPS.

The cable plant distribution system electronics (including, but not limited to, nodes and amplifiers) shall also have standby power supplies in the event commercial power is interrupted. As set forth in Section II.A.5 of this Appendix A, the standby power supplies shall be equipped with approximately fully charged internal batteries that can power the cable plant distribution system electronics for two (2) hours or more, as nominally rated. In addition, each standby power supply shall be equipped with a status monitoring transponder. The status monitoring transponder shall communicate data on commercial power interruptions to the network operations center and shall communicate the condition of the batteries. As a result, if a power outage is anticipated to be in excess of two (2) hours, trucks equipped with power generators shall be dispatched to provide power to the nodes and amplifiers in excess of the battery run time. In addition, locations that have been repeatedly subject to long duration power interruptions shall be provided with additional batteries, which shall increase the battery run time beyond the two (2) hour run time.

9. Status Monitoring

As described above, a status monitoring system shall be provided that communicates with transponders in each standby power supply. This system shall alert technical operations at the network operations center to utility power outages and allow a generator truck to supply power before the standby power supply exhausts its batteries.

In addition, the status monitoring system shall be connected to each of the optical receivers and optical transmitters located in the hubs. The optical receivers shall detect a loss of power to a node or a fiber cut and alert technical personnel at the network operations center. The network operations center shall monitor the status monitoring system twenty-four (24) hours a day, seven (7) days a week.

Approximately twenty (20) technical performance monitoring units shall be widely deployed throughout the System to measure various System performance parameters. These units allow for frequent, automated performance measurements, as well as data gathering at specific locations with intermittent problems.

In addition, status monitoring shall be extended deeper into the System by the addition of software located at the network operations center, which can monitor the return Signal from Subscribers' cable modems. This software shall be installed not later than the later of (a) one (1) year after the Effective Date or (b) once one thousand (1,000) cable modems have been deployed throughout the System.

The power and HVAC systems of each headend and hub shall be monitored to alert technical operations to malfunctions. The power generators shall automatically self-test once per week.

10. Customer Premises Equipment (*e.g.*, set-top boxes, Two-Way modems)

Both analog addressable and digital addressable set-top boxes shall be available to Subscribers.

It is anticipated that cable modems for Two-Way Internet service will adhere to Data Over Cable Service Interface Specification (DOCSIS) standards. The System shall be able to support DOCSIS compliant cable modems. In addition, the Company anticipates that alternative cable modem standards may become widely used in the future. The Company shall take into consideration Subscriber usage of other standards when deciding on future standards for its Two-Way cable modems.

11. Parental Control Options

The customer set-top box shall have the capability for the customer to block out any Analog Channel or Digital Television Channel so chosen. The customer will enter a password to view the Channels that the customer has chosen to block. In the future, alternative or additional technology may be employed to accomplish this Signal security function.

It is anticipated that the vertical blanking interval information generated by a program supplier for V-chip technology can be used by customer purchased equipment to further aid the customer's control over programming.

In addition to these mechanisms available to parents to block out programming, there are additional Signal security mechanisms, as described below in Section II.A.13 of this Appendix A, that are employed in the System which shall limit the delivery of programming to the Subscriber's home.

12. Service Delivery Techniques (*e.g.*, Addressable) and Buy-Through Prohibition

The most flexible and secure delivery is by the encryption and the conditional access features of the digital set-top boxes. Premium Channel access, pay-per-view authorization and program package or tier authorization are made possible by this technology.

The System will employ analog scrambling and addressability to a limited number of premium and pay-per-view Channels.

Passive filters in individual customer drops can accomplish basic and expanded tier security. Accordingly, a basic only customer may elect to purchase a pay-per-view Channel or a premium Channel in accordance with the federal buy through provisions as set forth in Section 623(b)(8) of the Cable Act (47 U.S.C. § 543(b)(8)) (or any successor thereto).

13. Signal Security

Signal security is currently accomplished by: analog scrambling, tier filters, individual Channel trapping, Channel blocking via the customer set-top box and digital encryption. In the future, alternative or additional technology may be employed to accomplish this Signal security function.

14. Interconnection

Interconnection shall be accomplished consistent with Sections 4.3.02 and 6.12.03 of this Agreement.

B. Services Offered

A copy of the Company's Channel lineup as of the Effective Date of this Agreement is attached as Exhibit 5 to this Appendix A. The Company retains its right to change, modify or delete any programming or Service set forth in the Channel lineup in accordance with applicable law and the terms of this Agreement. However, the Company shall comply with all applicable notice requirements. A more detailed description of some of the Services currently planned to be offered over the System is set forth below:

1. Local Off-the-Air Stations

The System currently carries local broadcast stations subject to the FCC's must-carry and retransmission consent rules. It is anticipated that the System will continue to offer local broadcast stations consistent with such must-carry and retransmission consent rules.

2. Public, Educational and Governmental Channels

The System shall carry public, educational and governmental access programming.

3. Diverse Video Programming Options

The Company currently offers diverse video programming options on the System including satellite-delivered and other cable programming Services. As a result of the System Upgrade, the System shall be capable of offering over two hundred (200) Digital Services, including diverse video programming. The Company shall offer the following broad categories of programming over the Subscriber Network, with specific programming offerings to be determined in each category:

News;

Entertainment;

Sports;

Educational;

Children's programming;

Movies;

International;

Non-English Language; and

Programming targeted to ethnically diverse communities, and other targeted programming.

4. Pay Services

The System offers a variety of pay Services to Subscribers. It is anticipated that the availability of these Services will increase after the Upgrade of the System. Examples of such pay Services may include movies, digital music Services, pay-per-view, etc.

5. Leased Services

The System shall comply with all applicable laws regarding the requirement to provide Leased Channels on the System.

6. Interactive Services/Two-Way Cable Modem Service

Upon completion of the Upgrade of each node service area, such area shall be Two-Way capable, which shall allow for the capability to deliver interactive Services, including Two-Way cable modem service.

One example of real time interactive television, which the System shall be capable of providing, is video-on-demand ("VOD"). When a customer presses the play button on his or her remote control, an Upstream Signal is sent to the VOD server, which allocates a Channel to the customer's digital set-top box and begins to play the selected movie or other program. Other interactive applications are accomplished by applications that run within the set-top box. Examples of this interactivity are the television guide, which lists the programs available and is capable of being sorted by the user, and impulse pay-per-view purchased through the set-top box (the purchase data is collected later, when the box is polled). These examples of interactive television are examples only and are not intended as a requirement to provide specific Services, nor is the description of the service delivery techniques intended to restrict the Company's delivery options for any of these or other Services.

7. Audio Services

The System offers a wide variety of audio Services. Upon completion of the System Upgrade, it is anticipated that the System will continue to be capable of offering a wide variety of digital music Services.

8. Digital Television Programming

Increased digital programming shall be provided. Examples of such Digital Services may include pay-per-view programs, premium Channels and special interest programming.

9. Services for the Physically Challenged

The Company shall comply with all requirements of applicable law for Physically Challenged individuals, including, but not limited to, the FCC rules on transmission of closed-captioning for the hearing impaired, which are set forth at 47 C.F.R. Part 79 (or any successor thereto), and the Americans with Disabilities Act of 1990, approved July 26, 1990 (104 Stat. 327; 42 U.S.C. § 12101 *et seq*.), as amended, (or any successor thereto).

III. PERFORMANCE AND TESTING REQUIREMENTS

A. Technical Performance Standards

1. General

a. The System shall be constructed, operated, maintained, repaired, upgraded, rebuilt and enhanced consistent with the obligations of this Appendix A and Section 3 and Appendices B and E of the Agreement. The Company shall strive to attain the best possible technical performance for the System, consistent with sound engineering.

b. At a minimum, throughout the term of the Agreement, the System shall be designed and operated so as to meet all applicable technical performance standards, regulations and guidelines.

2. Signals/Channels

The System shall include the following types of Channels and Services:

Analog Channel — Six (6) MHz of bandwidth provided in analog form, which shall include both the visual and aural carriers and corresponding sidebands which constitute the picture and sound of an NTSC television program;

Digital Service — A Service which is transmitted in a digital format; and

Digital Television Channel — A Channel which is transmitted in a digital format; which utilizes digital compression and encryption technologies; and which occupies sufficient bandwidth to enable the transmission of a high-quality television program at the System's standard compression level(s).

All Channels and other Services distributed over the System shall conform to the technical performance standards set forth in Section III.A.3 of this Appendix A.

3. Technical Performance Standards

The technical performance standards for the System are (a) those that have been established by the FCC, which shall apply to any Service to which they may be applied pursuant to federal law; (b) the PEG signal quality standards described in Section 4.1.05 of

this Agreement, which shall apply to the PEG Signals; (c) such other standards as are contained in Exhibit 3 to this Appendix A, which shall apply to the PEG Direct Connections to, from and among PEG facilities required by Section 4.1.04 of this Agreement, Section II.A.1 of this Appendix A and Exhibit 2 to this Appendix A; and (d) those contained in Appendix E of this Agreement, which shall apply to the Institutional Network.

B. Testing

1. Testing Procedures

The Company shall establish reasonable procedures for testing the technical performance of the System in accordance with all applicable technical performance standards, regulations and guidelines. Such procedures shall include both proof-of-performance and certification tests for any construction, upgrade, rebuild or enhancement of the System and periodic tests of the System and shall be consistent with the testing considerations set forth in Section III.B.2 of this Appendix A and Appendix E of this Agreement.

2. Testing Considerations

a. General

The tests to be conducted of the technical performance of the System shall be designed to ensure compliance by the Company with all applicable technical performance standards.

The Company shall conduct proof-of-performance tests on the System as required by the FCC rules. Throughout the Upgrade of the System, the Company shall conduct tests of its node service areas as they are Upgraded, as required by Section II.B of Appendix B.

As required by Section 10.6.02 of the Agreement, the Company shall submit to OCTT the results of any tests conducted by the Company to measure compliance with the applicable technical performance standards described in Section III.A.3 of this Appendix A.

All tests required by this Section III.B.2.a of this Appendix A shall be conducted by the Company's personnel. OCTT (and OCTO, for any test of the Institutional Network) may require that such tests and analyses be monitored, at the District's expense, by an

independent professional engineer designated by OCTT (and OCTO, for any test of the Institutional Network) or such other qualified Persons as OCTT (and OCTO, for any test of the Institutional Network) may designate. Accordingly, the Company shall give OCTT (and OCTO, for any test of the Institutional Network) ninety-six (96) hours' prior notice of any such test so that the District may arrange to have one or more engineers or other qualified Persons present. The failure of District personnel or their designee(s) to attend any test shall not relieve the Company of its obligation to conduct any test.

b. Special Tests

When complaints have been made or evidence indicates an unresolved controversy or noncompliance with the standards in this Agreement, or when circumstances exist which, in the judgment of OCTT (and OCTO, with respect to the Institutional Network), cast doubt upon the reliability or quality of any Service, OCTT (and OCTO, with respect to the Institutional Network) may require the Company, at the Company's cost and expense, to test, analyze and provide a written report on identified System performance problems or the matter in controversy. The report shall be delivered to OCTT (and OCTO, with respect to the Institutional Network) in writing no later than fourteen (14) days after the Company is notified that OCTT (and OCTO, with respect to the Institutional Network) has required a report and shall include the following information: the nature of the complaints which precipitated the special tests; what System component was tested, the equipment used and procedures employed in said testing; the results of the tests and the interpretation thereof; and the methods in which the complaints were resolved. However, if the complaints have not been resolved as of the delivery of such report, the report shall describe the methods by which the Company is resolving such complaints and the Company's timeline for fully implementing such methods; further, the Company shall notify OCTT (and OCTO, with respect to the Institutional Network) when it has resolved such complaints.

All tests required by this Section III.B.2.b of this Appendix A shall be conducted by the Company's personnel. OCTT (and OCTO, with respect to the Institutional Network) may require that such tests and analyses be monitored at the District's expense by an

independent professional engineer designated by OCTT (and OCTO, with respect to the Institutional Network) or such other qualified Persons as OCTT (and OCTO, with respect to the Institutional Network) may designate. Accordingly, the Company shall give OCTT (and OCTO, with respect to the Institutional Network) ninety-six (96) hours' prior notice of any such test so that OCTT (and OCTO, with respect to the Institutional Network) may arrange to have one (1) or more engineers or other qualified Persons present. The failure of District personnel or their designee(s) to attend any test shall not relieve the Company of its obligation to conduct any test.

c. Testing by the District

The District may conduct, at its cost, inspections and/or tests of the System to ensure compliance with the provisions of the Agreement or applicable law. The District may conduct such inspections and/or tests at any time without prior notice to the Company, provided that such inspections and/or tests do not require disruption of service on the System or access to secure Company locations and do not unreasonably interfere with Company operations. In the event the District intends to inspect, or for testing purposes needs access to, a secure location (*i.e.*, manholes, hub locations, etc.), the District shall provide the Company with at least thirty-six (36) hours' advance notice (including at least one (1) Business Day) and such inspections or tests shall not unreasonably interfere with Company operations.

d. Failure to Comply with Applicable Technical Performance Standards

The Company's non-substantial failure to meet the applicable technical performance standards described in Section III.A.3 of this Appendix A on any one (1) occasion in connection with any test of the System will not subject the Company to any breach under this Agreement but shall obligate the Company to undertake immediate corrective action, as described below. Substantial failure to pass tests consistent with the applicable technical performance standards described in Section III.A.3 of this Appendix A and repeated refusal to take corrective action in the event of such failure shall constitute a material breach of this Agreement as provided in Section 13.4.02(i),

Section 13.4.02(viii) or Section 13.4.02(ix) of this Agreement.

If, at the time of any test, the System meets the applicable technical performance standards described in Section III.A.3 of this Appendix A, no further action by the Company will be required. At the time of any test, if the System fails to meet one (1) or more of such applicable technical performance standards, the Company immediately shall investigate the cause of such failure and, to the extent such cause is within the Company's control, the Company shall correct such cause within five (5) days, provided that such five (5) day correction period may be extended by OCTT (and OCTO, with respect to the Institutional Network) on a day-to-day basis during the period in which the Company is diligently and continuously correcting such cause to the satisfaction of OCTT (and OCTO, with respect to the Institutional Network). At the conclusion of said period, the Company (or the District, at its discretion, if it conducted the original test) shall conduct an additional test to determine whether the corrective actions have brought the System into compliance with such applicable technical performance standards. Nothing in this paragraph is intended to affect the amount of time set forth in Section 4.1.05 of the Agreement that the Company has to repair service interruptions on the PEG Direct Connections.

In the event of a failure, at the time of any test, to meet the applicable technical performance standards described in Section III.A.3 of this Appendix A, the Company will be permitted to show that such failure was due to circumstances beyond its control. Examples of circumstances beyond the Company's control shall include the quality of received Signals or tapes prepared by Persons other than the Company or the quality of any converter or other terminal device attached to a Subscriber's television which was not supplied by the Company or any Affiliated Person. A reasonable determination will be made by OCTT (and OCTO, with respect to the Institutional Network), as to whether the failure to meet such applicable technical performance standards was due to circumstances beyond the Company's control, provided that, if an OCTT engineer or other qualified Person designated by OCTT (and OCTO, with respect to the Institutional Network) is present at the time of the test and such engineer or other qualified Person determines that such failure is solely due

to circumstances beyond the Company's control, no further action by the Company will be required. If the failure was due to circumstances beyond the Company's control, the Company will not be required to take the further steps outlined in the preceding paragraph with respect to the failure, but may take such corrective action it deems appropriate to overcome the problem. If the failure was due to circumstances within the Company's control, the preceding paragraph shall apply in full.

e. Interpretation with Respect to the Institutional Network

In the event of any explicit conflict between (i) the last paragraph of Section III.B.2.a or Sections III.B.2.b-III.B.2.d of this Appendix A and (ii) Appendix E, Appendix E shall control with respect to the Institutional Network.

3. Mobile Testing Capability

As provided in Section 6.12.04 of this Agreement, in order to enable the Company to test the ability of the System to perform in accordance with this Appendix A, the Company shall secure and continuously maintain in the Franchise Area (except as specifically provided in Section 6.12.04 of this Agreement): (a) all necessary testing and monitoring equipment specified in Exhibit 6 to this Appendix A to this Agreement; (b) any other equipment necessary to monitor the performance of the System (including any upgrades to the testing and monitoring equipment specified in Exhibit 6 to this Appendix A); and (c) one (1) or more motor vehicles collectively capable of containing and having all such equipment installed therein promptly, and which shall be used for the purpose of such tests.

IV. MODIFICATIONS AND AMENDMENTS

The Company shall notify OCTT in writing not less than five (5) Business Days prior to making any material modification to the obligations contained in this Appendix A. The Company shall not make any material modification to the obligations contained in this Appendix A without prior written approval from the District. OCTT shall respond within five (5) Business Days to any request from the Company for such approval. In the event that OCTT disapproves the Company's proposed modification, OCTT shall provide the Company with a full written explanation of the basis for such disapproval.

Not later than thirty-one (31) days after making what it deems to be a nonmaterial modification to the obligations contained in this Appendix A, the Company shall notify OCTT in writing of such modification.

At the request of the Company following a disapproval of a proposed material modification or if OCTT determines that a modification deemed nonmaterial by the Company actually is material, OCTT and the Company shall attempt to negotiate a resolution in good faith and expeditiously. In the event that such good-faith negotiations are exhausted without reaching a resolution, the Company and the District retain all rights either party may have under applicable law and this Agreement to seek a remedy to the dispute.

For purposes of this Section IV, a modification shall be nonmaterial if it is equivalent or an improvement to the original item set forth in Appendix A and is consistent with applicable law. In determining whether a modification is equivalent or an improvement to the original item set forth in this Appendix A, the District may consider such factors as safety, functionality, performance, maintenance and quality.

Exhibit 1 to
APPENDIX A

GLOSSARY OF TERMS

The following technical terms are used in this Appendix A:

ADDRESSABLE: The ability of a signal security device such as a **Converter** or **Set-Top Box** to permit, via control from people at a remote location (*e.g.*, a cable operator's customer service representatives), which channels or signals are passed through to customers.

AURAL CARRIER: A radio frequency signal generated within a Modulator or transmitter and used to carry audio/sound programming.

BANDWIDTH: The difference between the highest frequency part and the lowest frequency part of a signal or portion of the **Spectrum**.

BASEBAND: The video and audio electrical signal outputs from television cameras and microphones before the signals are modulated by a **Modulator** or transmitter onto a radio frequency **Carrier** for distribution over long distances.

CARRIER: A radio wave altered within a **Modulator** or transmitter to carry a signal. See **Aural Carrier** and **Visual Carrier**.

CHANNEL BLOCKING: The control of whether one or more channels are permitted to be passed from the system through a customer's **Converter** or **Set-Top Box** to the television **Receiver** or other subscriber equipment.

COAXIAL CABLE: A transmission medium consisting of a metallic electrical conductor surrounded by an insulation material that is covered by a second electrical conductor typically referred to as the shield. Originally used as the transmission medium for most, if not all, parts of a cable network, **Coaxial Cable** is now generally used only at the latter ends of cable television systems because **Fiber Optic Cable** provides better performance over long distances.

COAXIAL DISTRIBUTION FEEDER LEG: The **Coaxial Cables** that take signals from the **Trunk Line** to the subscriber area and to which subscriber **Taps** are attached. Synonymous with **Feeder Line**.

CODEC: COder-**DEC**oder; **CO**mpression-**DEC**ompression device; a device that converts signals between analog and digital states and/or compresses and decompresses digital signals.

COMPRESSION: See **Digital Compression**.

CONDITIONAL ACCESS: A system by which the Company permits only certain customers who pay for a particular programming service (*e.g.*, a premium cable channel

like HBO) to receive that service. **Conditional Access** typically is performed by use of **Addressable Converters** and **Set-Top Boxes**.

CONVERTER: A device that permits programming carried on a cable television system to be viewed (or heard in the case of audio programming) on regular television receivers. **Converters** are necessary for subscribers without cable-ready television sets because cable television systems carry channels on different frequencies than they are broadcast over the air. **Converters** also may be necessary to enable subscribers to receive programming to which there is **Conditional Access** – depending on the type of **Conditional Access**; if so, the **Converter** functions as a **Descrambler**. A **Set-Top Box** is a type of **Converter**.

DOCSIS: Data **O**ver **C**able **S**ervice **I**nterface **S**pecifications. Specifications of requirements for transmission of digital/data signals, such as access to the Internet, over cable television systems. Currently, there are a few different sets of **DOCSIS** specifications.

DECODER: A device that converts digital signals to analog signals.

DEMODULATOR: A device that converts radio frequency signals to **Baseband** signals.

DESCRAMBLER: A device that removes the distortion added to programming for purposes of **Conditional Access**.

DIGITAL COMPRESSION: Altering a digital signal so it can be transmitted or stored in less **Spectrum** space. **Digital Compression** results in the loss of a portion of the signal although the most important parts are preserved.

DISTRIBUTION SYSTEM: The part of a cable television system used to carry signals from the Headend to subscribers' equipment. Sometimes applied, more narrowly, to the part of a cable television system after the **Trunk Lines** and before the **Tap**.

DOWNSTREAM: The direction of signals on a cable television system from any location and going toward a subscriber.

DROP CABLE: Coaxial Cable from the **Tap** to the subscriber's building.

ELECTROMAGNETIC SPECTRUM: All the radio frequencies that are or may be used for radio communications; frequently called "frequency spectrum" or just "**Spectrum**."

ENCODER: A device that converts analog signals to digital signals.

ETHERNET: One of several types of standards for the transmission of data.

FEEDER LINE: See **Coaxial Distribution Feeder Leg**.

FIBER NODE: Equipment that converts optical radio frequency (light) signals delivered on **Fiber Optic Cables** to electrical radio frequency signals to be carried on **Coaxial Cable**.

FIBER OPTIC CABLE: A transmission medium which uses very thin strands of glass or plastic to transmit optical radio frequency (light) signals as opposed to other, metal-based wires or cables (including **Coaxial Cable**) which transmit electrical radio frequency signals. Fiber Optic Cables offer much greater capacity (for a given size cable or wire) and data transmission rates than traditional mediums.

FIBER OPTIC LINK: A transmission link using **Fiber Optic Cables** between two points with a laser transmitter (or other light transmitter) at one point and an optical **Receiver** at the other.

HEADEND: The control center of a cable television system, where incoming signals (whether received from other sources or produced locally by the cable operator) are amplified, converted, processed and combined into a common cable for transmission to subscribers. The Headend usually has antennas, preamplifiers, frequency converters, Demodulators, Modulators, processors and other related equipment.

HIGH-DEFINITION TELEVISION ("HDTV"): Television transmission standards replacing the **NTSC** standards to provide increased performance.

HIGH-SPEED ETHERNET SWITCHES: Devices used to interconnect digital data transmission links operating at **Ethernet** high-speed rates, frequently located at cable television system **Headends** and **Hubs**.

HUB: Larger geographic cable systems often have multiple **Hubs** located between the **Headend** and the **Taps**, with each **Hub** serving a portion of the franchise area. Each **Hub** is linked to the main **Headend** with a signal transmission link such as a **Fiber Optic Link**, high-capacity **Coaxial Cable** or microwave radio transmission and reception equipment. A **Hub** usually is located in a building and may contain equipment such as fiber optic receivers and transmitters, amplifiers, **Modulators**, **Demodulators** and associated equipment.

HVAC: Heating, **V**entilation and **A**ir **C**onditioning system and equipment.

HYBRID FIBER-COAXIAL ("HFC"): A description of a **Distribution System** that uses a combination of **Fiber Optic Link** and **Coaxial Cable** technologies and equipment.

MODULATOR: The electronic equipment required to combine video and audio signals from a studio, satellite receiver, microwave receiver or another source and convert them to radio frequency signals for distribution on a cable system. (Modulation is the process of encoding information onto a radio wave (or "**Carrier**") by altering one of its basic characteristics (*i.e.*, amplitude, frequency and phase) in relation to the input signal.) Also, a very low-powered television signal generator used to provide signals for distribution on a cable television system.

NODE: A point of connection in a network. As used in Appendix A, "**Node**" refers to **Fiber Nodes**.

NODE SERVICE AREA: The portion of the franchise area within which service is provided to subscribers from a given **Fiber Node**.

NTSC: The standards for traditional television broadcasts. Following these standards, **NTSC** channels consist of 6 MHz of **Bandwidth** to carry video and audio programming information.

PASSIVE DEVICE: A device or piece of equipment that does not require electrical power to operate.

PASSIVE FILTER: A device, which does not require electrical power to operate, that controls whether certain signals can be received. **Passive Filters** sometimes are used as a form of **Conditional Access**.

PASSIVE: See **Passive Device**.

PROCESSOR: A piece of equipment that usually transforms signals from one part of the **Electromagnetic Spectrum**, such as a UHF television signal, to another portion of the **Electromagnetic Spectrum** for distribution over cable television systems. In some cases, a **Processor** may be used, without transforming the signals to a different portion of the **Electromagnetic Spectrum**, to control or combine signals for viewing and hearing by subscribers or to resolve technical problems such as interference.

RECEIVER: An electronic device that permits programming to be viewed or heard on other devices, usually by converting radio frequencies into visual or audio signals, whether of a lower radio frequency or **Baseband**. For cable television, the **Receiver** usually is part of the subscriber's television set.

RING TOPOLOGY: A network configuration in which the transmission interconnections run among multiple locations so that the locations and their transmission paths among them resemble a ring.

ROUTER: A data communications device that functions like a bridge between networks or portions of networks but can also find the best route between or within networks.

SCALABLE: Capable of being increased to serve additional subscribers or carry more services relatively easily or with a minimum of additional equipment.

SCRAMBLE: A signal security technique for distorting a programming signal to make it unviewable and/or unlistenable except to persons with a properly authorized **Decoder** or **Descrambler**.

SEGMENTATION: A process by which one **Node** is made the equivalent of multiple **Nodes** at the same location by dividing the incoming and/or outgoing transmission paths among additional equipment.

SET-TOP BOX: A **Converter** with advanced or additional features.

SIDEBAND: New frequencies created as part of the amplitude **Modulation** process for television video signal transmission.

SPECTRUM: See **Electromagnetic Spectrum.**

STAR TOPOLOGY: A network configuration in which the transmissions run from a central point to multiple outlying locations (and vice versa), so the transmission paths collectively resemble the shape of a star.

SWITCHER: A device used to select and control which programming is passed through system facilities. **Switchers** primarily are found at the **Headend** and **Hub** facilities.

TAP: A device in the **Distribution System** where the interconnection to the **Drop Cable** to the subscriber's building takes place.

TERMINAL DEVICE: Equipment at either end of a transmission link, such as a transmitter, **Receiver**, **Modulator**, **Demodulator** or **Processor**.

TIER FILTER: A device which controls whether a subscriber may receive certain groups (or "tiers") of programming, such as the Basic and Expanded Basic programming tiers.

TRANSCODER: A device which converts digital signals from one standard, interface or **Compression** ratio to another. A **Transcoder** permits two pieces of equipment which operate at different standards, interfaces or **Compression** ratios to send signals to each other.

TRANSPONDER: A device that receives a **Downstream** signal and then generates a signal from local data for transmission over the **Upstream** portion of a cable television system. The cable operator may use **Transponders** for ongoing monitoring of the status of equipment in remote portions of its network or for remote performance evaluation during tests.

TRAP: A device that either permits or restricts certain frequencies and signals to be passed through. A **Trap** may be used to keep a subscriber from receiving a particular programming service, either because he or she does not subscribe to the service or because he or she does not wish to receive it as part of a package of services to which he or she does subscribe.

TREE AND BRANCH COAXIAL SYSTEM : A **Distribution System** made up of **Coaxial Cable** whose interconnection pattern resembles a tree with branches. The **Headend**, **Hubs** and **Nodes** are located in the root area of the tree. Distribution of signals continues up the **Trunk Lines**, which are the trunk of the tree. **Feeder Lines**, like branches, connect the **Trunk Lines** to the subscriber **Taps** at the leaves.

TRUNK LINE: The portion of a **Coaxial Cable Distribution System** between the **Headend**, **Hubs** or **Nodes** and the **Feeder Line**.

TWO-WAY: The ability of a cable television system to transmit signals in both the **Downstream** and **Upstream** directions.

UPSTREAM: The direction of signals on a cable television system from any location and going toward a **Headend**, **Hub** or other distribution facility of the system.

VERTICAL BLANKING INTERVAL ("VBI"): The time during which the electron gun that causes a picture to display on a television screen moves from bottom to top to begin to scan the next image. During this time, the television signal is not used for video information and may be used to transmit performance test signals, as well as other data such as captions, Web data and current stock market prices.

VIDEO-ON-DEMAND ("VOD"): The ability of a cable television system to provide television programming immediately when ordered by a subscriber rather than at a time determined by the programmer or cable operator.

VIDEO-ON-DEMAND ("VOD") SERVER: The computer and memory storage devices on which the cable operator stores programs available for **VOD** to subscribers.

VISUAL CARRIER: A radio frequency signal generated with a **Modulator** or transmitter and used to carry video programming.

Exhibit 2 to
APPENDIX A

LIST OF PEG DIRECT CONNECTIONS

PEG Entity	Number[1]	From	To	Use/Notes	Type	Deadline[2]
OCTT	Four (4)	OCTT Building, 2217 Fourteenth Street, N.W.	Headend	OCTT Origination; Training Channel Origination; Full Time; Always On	Primary "G" Origination	October 1, 2003
OCTT	One (1)	Primary Emergency Operations Center, Reeves Government Center, 2000 Fourteenth Street, N.W.	OCTT Building, 2217 Fourteenth Street, N.W.	EAS/ Emergency Programming; Always On	Remote "G"	Eighteen (18) Months after the Effective Date*
OCTT	One (1)	OCTT Building, 2217 Fourteenth Street, N.W.	Primary Emergency Operations Center, Reeves Government Center, 2000 Fourteenth Street, N.W.	EAS/ Emergency Programming; Always On	Remote "G"	Eighteen (18) Months after the Effective Date*
OCTT	One (1)	Unified Command Center, 2700 Martin Luther King, Jr. Avenue, S.E.[3]	OCTT Building, 2217 Fourteenth Street, N.W.	EAS/ Emergency Programming; Always On	Remote "G"	One Hundred Twenty (120) Days after the Third Anniversary of the Effective Date

PEG Entity	Number[1]	From	To	Use/Notes	Type	Deadline[2]
OCTT	One (1)	OCTT Building, 2217 Fourteenth Street, N.W.	Unified Command Center, 2700 Martin Luther King, Jr. Avenue, S.E.[3]	EAS/ Emergency Programming; Always On	Remote "G"	One Hundred Twenty (120) Days after the Third Anniversary of the Effective Date
OCTT	Three (3)	Wilson (District) Building, 1350 Pennsylvania Avenue, N.W.	OCTT Building, 2217 Fourteenth Street, N.W.	City Channel 13; Full Time; Always On	Remote "G"	Eighteen (18) Months after the Effective Date*
OCTT	Three (3)	OCTT Building, 2217 Fourteenth Street, N.W.	Wilson (District) Building, 1350 Pennsylvania Avenue, N.W.	City Channel 13; Full Time; Always On	Remote "G"	Eighteen (18) Months after the Effective Date*
OCTT[4]	One (1)	911 Emergency Communications Center – Public Safety Communications Center, 310 McMillan Drive, N.W.	OCTT Building, 2217 Fourteenth Street, N.W.	EAS/ Emergency Programming; Always On	Remote "G"	Eighteen (18) Months after the Effective Date*
OCTT[4]	One (1)	OCTT Building, 2217 Fourteenth Street, N.W.	911 Emergency Communications Center – Public Safety Communications Center, 310 McMillan Drive, N.W.	EAS/ Emergency Programming; Always On	Remote "G"	Eighteen (18) Months after the Effective Date*

PEG Entity	Number[1]	From	To	Use/Notes	Type	Deadline[2]
OCTT	One (1)	Backup Emergency Operations Center – Metropolitan Police Department Headquarters, 300 Indiana Avenue, N.W.	OCTT Building, 2217 Fourteenth Street, N.W.	EAS/ Emergency Programming; Always On	Remote "G"	One Hundred Twenty (120) Days after the Third Anniversary of the Effective Date
OCTT	One (1)	OCTT Building, 2217 Fourteenth Street, N.W.	Backup Emergency Operations Center – Metropolitan Police Department Headquarters, 300 Indiana Avenue, N.W.	EAS/ Emergency Programming; Always On	Remote "G"	One Hundred Twenty (120) Days after the Third Anniversary of the Effective Date
Public Access Corporation ("PAC")	Three (3)	901 Newton Street, N.E.	Headend	PAC Origination; Full Time; Always On	Primary "P" Origination	Eighteen (18) Months after the Effective Date*
Public Schools	One (1)	Penn Center, 1709 Third Street, N.E.	Headend	Public Schools Origination; Full Time; Always On	Primary "E" Origination	One Hundred Twenty (120) Days after the Third Anniversary of the Effective Date

PEG Entity	Number[1]	From	To	Use/Notes	Type	Deadline[2]
UDC	One (1)	4400 Connecticut Avenue, N.W.	Headend	UDC Origination; Full Time; Always On	Primary "E" Origination	One Hundred Twenty (120) Days after the Third Anniversary of the Effective Date

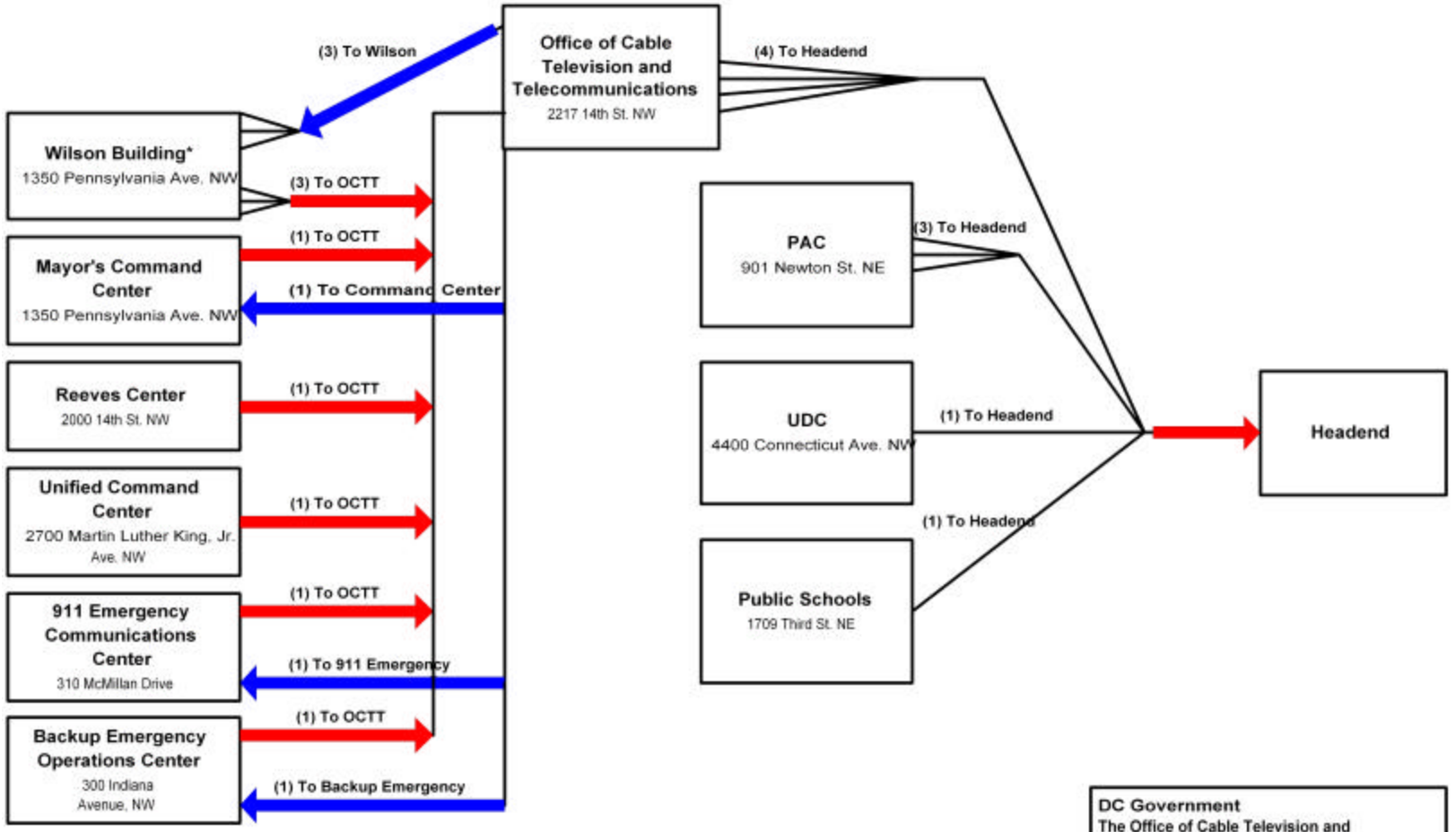
NOTES

[1] This number expresses the minimum number of PEG Direct Connections required at each location, as foreseen on the Effective Date. Consistent with Section 4.1.04 of this Agreement, the Company shall provide (i) sufficient fibers from the interconnecting hubs or the other endpoints (which other endpoints are listed in the "To" column) into the locations listed in the "From" column to permit the addition of other PEG Channels, as provided in Section 4 of this Agreement, to be produced or distributed from such locations as well as (ii) an allocation of sufficient fiber along the Company's ring as necessary to transport the traffic between the endpoints of each link.

[2] This column indicates the deadlines for completing the installation of the PEG Direct Connections, the installation and operation of which shall be consistent with Sections 4.1.04-4.1.05 of this Agreement. For deadlines with an asterisk (*), the Company shall not be in breach of this Agreement if it makes reasonable efforts to make the deadline.

[3] The District currently plans to locate the Unified Command Center at this address, but the location is subject to change.

[4] Notwithstanding Section 4.1.04 of this Agreement, the District shall pay the Company One Hundred Fifty-Eight Thousand Dollars ($158,000.00) for the Company's additional costs relating to the installation of the PEG Direct Connections between the 911 Emergency Communications Center – Public Safety Communications Center and the OCTT Building and between the OCTT Building and the 911 Emergency Communications Center – Public Safety Communications Center.



* This connection will be used for 2-way A/V communications. 3 transmitters from the Wilson Bldg to OCTT and 3 from OCTT to the Wilson Bldg.

DC Government
The Office of Cable Television and Telecommunications

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SPECIFICATIONS FOR EQUIPMENT PROPOSED TO BE USED FOR PEG DIRECT CONNECTIONS

Exhibit 4 to Appendix A

EAS System Requirements

(1) The Company shall purchase, install and test for use by the District, for itself and on behalf of the participating municipalities, an Emergency Alert System (EAS), as required by 47 C.F.R. Part 11 (or any successor thereto).

(2) The EAS shall be remotely activated by telephone (and be capable of activation by wireless radio communications interface, which wireless radio communications interface shall be at the District's expense) and shall allow a representative of the District to override the audio and video and provide for a text message on all channels on the Company's System that may lawfully be overridden, without the assistance of the Company, for emergency broadcasts from five primary locations designated by the District. The locations are identified as follows:

   (a) Primary Emergency Operations Center – 2000 Fourteenth Street, N.W.

   (b) Mayor's Command Center – Wilson Building, 1350 Pennsylvania Avenue, N.W.

   (c) 911 Emergency Communications Center – Public Safety Communication Center – 310 McMillan Drive, N.W.

   (d) Backup Emergency Operations Center – Police Department – 300 Indiana Avenue, N.W.

   (e) Unified Communications Center – Currently planned to be at St. Elizabeth's Campus, 2700 Martin Luther King, Jr. Avenue, S.E.

(3) The District will provide reasonable notice to the Company prior to any test use of the EAS (beyond the weekly tests). The Company shall cooperate with the District in any such test. The Company shall provide all equipment and training of personnel in the operation of the system.

(4) The EAS shall be able to provide both stored text and live audio message capability.

(5) The EAS encoder provided shall have a minimum of two (2) inputs, one (1) for voice and one (1) for data messages.

   (a) The EAS encoder must provide a minimum of two (2) outputs, one (1) for audio and one (1) for data.

   (b) The EAS encoder system must supply a program data retention that retains all programming and messages in the event of power removal and/or interruption.

   (c) The EAS tone encoder must be consistent with specifications outlined in 47 C.F.R. § 11.32 (or any successor thereto), and allow for wireless remote activation and control.

   (d) The EAS encoder must provide for protection to prevent accidental

activation.

(e) The EAS encoder must provide a visual and aural indicator that clearly shows that the Attention signal is activated.

(6) Automatic interrupt of programming and transmission of EAS messages are required when facilities are unattended. Automatic transmissions must include a permanent record that contains, at a minimum, the following information: Originator, Event, Location and Valid Time Period of the message. The decoder performs the functions necessary to determine which EAS messages are automatically transmitted by the encoder. This information must be supplied to the District of Columbia Emergency Management Agency ("EMA") and OCTT.

(7) Manual interrupts of programming and EAS messages must be transmitted immediately, and monthly EAS test messages must be transmitted within fifteen (15) minutes. All actions must be logged and include the minimum information required for EAS video messages. Copies of these logs must be provided to EMA and OCTT.

(8) The EAS Decoder must at a minimum be capable of decoding the EAS protocol described in 47 C.F.R. § 11.31 (or any successor thereto), and be capable of providing the EAS monitoring functions described in this document as well as 47 C.F.R. § 11.52 (or any successor thereto). The Company shall be responsible for ensuring that EAS Encoders, EAS Decoders and Attention Signal generating and receiving equipment used as part of the EAS are installed so that the monitoring and transmitting functions shall be available during the times the stations and systems are in operation. Additionally, the cause of any failure to receive the required tests or activations must be forwarded immediately to EMA and OCTT indicating the reasons why any tests were not completed.

(9) If the EAS Encoder or EAS Decoder becomes defective, the Company must replace the defective equipment within one (1) day. Additionally, EMA and OCTT must be notified of any failures. In such event, the Company shall explain what steps have been taken to repair or replace defective equipment, alternative procedures being used while the defective equipment is out of service, and when the defective equipment will be repaired or replaced.

(10) EAS announcements may be made in the same language as the primary language of the station.

Exhibit 5 to
APPENDIX A

CHANNEL LINEUP AS OF THE EFFECTIVE DATE

[THE COMPANY'S CHANNEL LINEUP AS OF THE DATE OF TRANSMITTAL TO THE MAYOR FOR SUBMISSION TO THE COUNCIL IS ATTACHED AS AN INTERIM PLACEHOLDER. HOWEVER, THE LINEUP AS OF THE EFFECTIVE DATE WILL BE SUBSTITUTED PRIOR TO THE CLOSING]

Exhibit 6 to
APPENDIX A

EQUIPMENT FOR MOBILE TESTING CAPABILITY

EQUIPMENT	USAGE
Spectrum Analyzer	Distortion measurements
Demodulator	Demodulate RF to test video and audio
Video and Audio Measurement Test Set (Including a VITS Generator and Audio Generator and a VITS Analyzer).	To test video and audio parameters
Leakage Detector	To measure signal leakage levels
Signal Level Meter	To measure Signal level
Band Pass Filters	To filter portions of the frequency spectrum during the testing process
Switchable Attenuators	To adjust level of Signal being tested
Set-Top Boxes (Analog and Digital)	To measure the performance at the subscriber terminal, as that term is defined by 47 C.F.R. § 76.5 (or any successor thereto)
Mobile Vehicle(s)	To transport the test equipment
Tools, Cables, Misc.	To carry out tasks associated with testing
Computer/Printer	To document and print performance test result data
TV Monitor/Receiver	To aid in the analysis of video and audio performance
Fiber Optic Analysis Equipment	To measure the technical characteristics and performance parameters of the fiber

APPENDIX B

CONSTRUCTION TERMS, SCHEDULE AND SEQUENCE

APPENDIX B

CONSTRUCTION TERMS, SCHEDULE AND SEQUENCE

I. CONSTRUCTION TERMS

A. Location of Facilities

1. The Company shall comply with the requirements of applicable law pertaining to the location of facilities above ground or underground. Unless otherwise provided by applicable law, the following principles shall govern such locations of facilities:

   a. In those areas within the District where System facilities are currently placed underground, all System facilities shall remain or be placed underground.

   b. In areas where either telephone or electric utility facilities are above ground at the time of installation, the Company may install its System facilities above ground.

   c. At such time as both the electric and telephone utility facilities are placed underground, the Company shall likewise place its System facilities underground.

   Notwithstanding the provisions of Section 15.11 of this Agreement, the Company retains any right it may have under applicable law to challenge any law that provides for different obligations than those set forth in Clauses (a)-(c) of this Section I.A.1 of this Appendix B.

2. Whenever possible, the Company shall utilize (and, when necessary, shall negotiate in good faith to obtain authority to utilize) existing telephone or public utility poles, ducts, conduits or other facilities for the installation of cables.

3. Wherever existing telephone or public utility poles, ducts, conduits or other facilities cannot accommodate the installation of the Company's cables; whenever the owners or operators of such facilities refuse to make available their existing facilities, or construct new facilities, for the installation of the Company's cables; or whenever the Company and the utility cannot reach an agreement on such installation and use, the Company may, consistent with Section 6.4 of this Agreement, install additional facilities (subject to the obligation to obtain all necessary permits from DDOT); provided that nothing herein shall be deemed to

relieve said owners or operators of any existing obligation they may have to make available their poles, ducts, conduits and other facilities for the installation of the System. For purposes of this Subsection 3, the term "facilities" shall include, without limitation, facilities providing underground access from the main ducts into each block.

4. The Company shall comply with all applicable permitting requirements for the placement of above ground pedestals within the District of Columbia. In the event the Company has no present or planned future use for such pedestal, the Company shall inform, in writing, DDOT for transmission to the Public Space Committee. Within thirty (30) days of reporting that it has no present or planned future use for a pedestal, the Company shall remove such pedestal and restore the space that it occupied to match the surrounding space (*e.g.*, place sod if the pedestal or structure was surrounded by grass or pour concrete if it was surrounded by concrete).

B. Specific Terms

1. The Company shall comply with all lawful and applicable federal and District laws, rules, regulations and codes in connection with the construction, operation, repair, upgrade, rebuild, enhancement, maintenance and removal of the System.

2. The installation of all cables, wires, fibers or other component parts of the System in any structure shall be undertaken in a manner consistent with the FCC rules on inside wiring (47 C.F.R. § 76.800 *et seq*.), as amended, (or any successor thereto) and all other applicable law. Further, the installation of all cables, wires, fibers or other component parts of the System in any structure shall be undertaken in a manner which does not damage the facilities of any existing master antenna television system, satellite master antenna television system, multichannel multipoint distribution system, direct broadcast system, Open Video System, other Cable Communications System or other communications systems in said structure, including any conduit or other pathways used in connection with such other systems. This provision is intended to address the normal installation, repair and maintenance practices of the Company. This provision is not intended to prohibit the Company from taking any action that is consistent with applicable law to remove, use or dispose of the facilities of another provider.

3. The Company must comply with, and shall ensure that its subcontractors comply with, all lawful and applicable rules, regulations and standards of the District, including but not limited

to the latest available version of DDOT's *Standard Specifications for Highways and Structures* (currently, this is the 1996 edition, which was published by the District of Columbia Department of Public Works) (or any successor thereto) and Title 24 of the District of Columbia Municipal Regulations, as amended, (or any successor thereto). If the construction, upgrade, rebuild, enhancement, repair, maintenance, operation or removal of the System does not comply with such rules, regulations and standards, the Company must, at its sole cost and within a reasonable time period specified by the District after consultation with the Company, remove, move or reinstall such cables, wires, fibers or other component parts of the System to ensure compliance with such rules, regulations and standards.

4. The Company shall conduct all tree trimming or other work on vegetation in the District of Columbia in compliance with applicable law and lawful standards of the District, including but not limited to the latest available version of DDOT's *Standard Specifications for Highways and Structures* (currently, this is the 1996 edition, which was published by the District of Columbia Department of Public Works) (or any successor thereto).

5. The Company shall comply with the Occupational Safety and Health Act of 1970, approved December 29, 1970 (84 Stat. 1590; 29 U.S.C. §§ 651-78), as amended, (or any successor thereto) and any other applicable law pertaining to occupational safety and health.

II. SCHEDULE AND SEQUENCE OF THE UPGRADE

A. Schedule of the Upgrade of the Subscriber Network

The Company shall complete the Upgrade of the Subscriber Network, as described in Appendix A, so as to pass, within the time periods indicated below, the following percentages of occupied households, as determined by the 2000 U.S. Census, in the Franchise Area:

1.	Within twelve (12) months after the Effective Date:	Fifty percent (50%) of occupied households
2.	Within twenty-four (24) months after the Effective Date:	Seventy-five percent (75%) of occupied households

3.	Within thirty-six (36) months after the Effective Date:	One hundred percent (100%) of occupied households

The Company may seek a waiver from OCTT of the above-referenced construction schedule as a result of any delays caused by unexpected and unreasonable conditions outside of the control of the Company, including but not limited to the District's permitting process.

Not later than thirty (30) days after completion of each of these three (3) percentage milestones, the Company shall submit to OCTT a letter substantially identical to the Form of Certification of Completion of Construction Milestones, which is attached as Exhibit 1 to this Appendix B, along with the information described therein. (The drawings/maps to be provided with this Certification of Completion, shall be in the form described on the Form of Certification of Completion attached as Exhibit 1 to this Appendix B, and shall be provided in both paper and electronic formats. The parties shall mutually agree on the electronic format to be utilized by the Company to provide these drawings/maps.) Based on its analysis of the data submitted by the Company, OCTT shall provide the Company with an acknowledgment of the Company's certification or a notice of specific disputes of the Company's certification not later than sixty (60) days after it receives each Certification of Completion of Construction Milestones. The Company shall not be deemed to have satisfied the deadlines of this Section II.A with respect to passing the above-specified percentages of occupied households unless OCTT has acknowledged in writing that, as of the applicable deadline, the Company actually could provide the full range of its Services to Residential Subscribers, in compliance with the performance standards in Appendix A, over the Upgraded System to the specified percentage of occupied households within seven (7) days of a request for such Services (sixty (60) days in the case of a multiple dwelling unit building which, at the time of the request, is not wired for Residents to receive any Services from the Company), provided that an occupied household shall be disregarded for such purposes of calculating this percentage if the Company is not allowed access to the property by the property owner.

B. Upgrade Process

In order to minimize service interruptions to Subscribers, conversion of the existing System to the new System generally will be performed in the manner set forth below. The phrase "then-applicable codes," used throughout the following sections of this Appendix B, shall mean the code requirements in effect at the time the upgrade, construction or other work is performed, and includes, but is not limited to, the National Electrical Code ("NEC"), as modified by the District, and the National

Electrical Safety Code ("NESC").

The existing headend will be reconfigured with the necessary equipment to accommodate expanded bandwidth.

Fiber optic cables will be installed, in a manner that meets all requirements of then-applicable codes to the service areas to be converted.

Fiber optic cables will then be spliced together and the optronics activated. The fiber link will then be electronically tested to ensure proper performance.

Coaxial cables in the new service area will be added or replaced in a manner that meets all requirements of then-applicable codes and as required by the new System design.

During the late night hours, generally between two o'clock (2:00) a.m. and six o'clock (6:00) a.m., the trunk amplifiers in the existing System will be replaced. This replacement will require a planned outage for existing Subscribers in the new service area.

From six o'clock (6:00) a.m. to four o'clock (4:00) p.m., the feeder distribution system will be upgraded. This upgrade will include an upgrade of passive and active electronic devices and a switchover of Subscriber service lines to the new devices. Short duration Subscriber service interruptions will be necessary.

Upon completion of the electronics upgrade in a node service area, the Company shall conduct and review performance tests, as provided in Appendix A of this Agreement, to ensure that the new System meets the expected performance specifications detailed in Appendix A and the exhibits thereto. At least two (2) days prior to such testing (such two (2) day notice period shall always include at least one (1) Business Day's notice) for each node service area, the Company shall notify OCTT of the time(s) and place(s) of such tests so that OCTT personnel may observe the testing.

As part of the testing following completion of the electronics upgrade in a node service area, the Company shall conduct drive-by tests of the node service area in order to identify any signal leakage in the drops to Subscribers and shall repair or replace any drops identified with signal leakage. The Company shall contact Subscribers to the extent necessary to perform such repairs or replacements.

The Company will deliver written notices of Upgrade activities on at least three (3) separate occasions to each Subscriber. The final notice shall inform the Subscriber that, after the completion of the Upgrade in his or her area, his or her picture quality should improve and should be of good

quality. The final notice shall also inform the Subscriber that, if he or she does not experience an improvement or is receiving less-than-good signal quality after completion of the Upgrade in the Subscriber's area, there could be a problem with the drop cable leading to the Subscriber's residence or a problem with the cable wiring inside of the residence. The notices will instruct Subscribers to schedule service calls in such circumstances and will provide the telephone number for doing so.

C. Schedule of Construction of the Institutional Network

The Company shall comply with the schedule for the provision of various facilities and services to the District for the Institutional Network as provided in Exhibit 1 to Appendix E.

D. Sequence

As of the Effective Date of this Agreement, the Company shall have filed maps with the District of Columbia that illustrate the planned phases of the Upgrade construction schedule throughout the District of Columbia.

E. Submission of Construction Reports

Every three (3) months throughout the Upgrade of the System as described in Appendix A to this Agreement, the Company shall submit to OCTT quarterly written reports as provided in Section 10.6.01 of this Agreement. In addition, in the event the Company performs another upgrade of the System (such an upgrade is herein defined for the purposes of this Section II.E, as a modification to the System after the completion of the Upgrade which necessitates significant construction in the PROW) during the term of the Franchise, the Company shall provide OCTT with construction reports in compliance with this Section II.E.

F. Verification of Code Compliance

As of the Effective Date, the Company shall have designed and implemented a process which shall utilize both the Upgrade efforts and the normal installation and repair process of the Company to conduct visual inspections of the distribution plant (including the underground and aerial cables up to the Subscriber tap locations as well as the Subscriber drops) to determine any apparent non-compliance with then-applicable codes. The Company shall repair any such non-compliance within thirty (30) days of having discovered it, unless extenuating circumstances necessitate a longer period of time. Such extenuating circumstances include a lack of being granted access to the Subscriber's location or other delays or failures beyond the control of the Company as provided in and subject to Section 15.4 hereof. In the event of such circumstances, the Company shall make every reasonable effort to correct the problem as quickly as

possible.

In addition, as of the Effective Date, the Company shall have designed and implemented a process as part of its normal installation and repair procedures in which Company personnel check Subscriber drop locations for compliance with NEC and NESC grounding and bonding requirements. The Company shall repair any such non-compliance within thirty (30) days of having discovered it, unless extenuating circumstances necessitate a longer period of time. Such extenuating circumstances include a lack of being granted access to the Subscriber's location or other delays or failures beyond the control of the Company as provided in and subject to Section 15.4 hereof. For all locations not checked and repaired as part of this ongoing Company program, the Company shall implement a separate audit process to ensure that all Subscriber drop locations in the Franchise Area have been checked and repaired in accordance with this Section II.F.

Not later than ninety (90) days after the submission of the final Certification of Completion of Construction Milestones to OCTT, as provided in Section II.A of this Appendix B, (a) the Company, through service calls and audit procedures, shall have checked all activated service drops to ensure substantial compliance with all requirements of then-applicable codes; (b) the Company shall have repaired or replaced any faulty drops of which it was aware; and (c) the Company shall have submitted to OCTT a letter substantially identical to the Form of Certification of Code Compliance, which is attached as Exhibit 2 to this Appendix B.

G. Completion of Construction

1. Not later than one hundred twenty (120) days after the third anniversary of the Effective Date,

   a. the Company shall have installed all cables and wires and associated equipment and devices required by the Upgrade described in Appendix A to this Agreement;

   b. the Company shall have installed all cables and wires and associated equipment and devices required to provide Services to the District buildings listed in Exhibit 1 to Appendix F to this Agreement, or designated pursuant to Section I.B of Appendix F to this Agreement to receive cable modem service, to the extent required by such appendix;

   c. the Company shall have installed all cable and wires and associated equipment and devices required to provide the

PEG Direct Connections set forth in Exhibit 2 to Appendix A to this Agreement;

d. the System shall have passed initial performance tests as provided in Appendix A to this Agreement;

e. the Company shall have provided all facilities required by Appendix E to this Agreement and Exhibit 1 thereto for the Institutional Network; and

f. the Company shall have checked and repaired all active and passive components and the installation of the System, including its drops and groundings, so that they are in substantial compliance with all then-applicable codes as required by Sections 6.2-6.3 of this Agreement and Sections I.B.1, I.B.3, II.B and II.F of this Appendix B.

This Section II.G.1 is intended to provide a checklist of elements of the Upgrade. Other provisions of this Agreement, including, but not limited to, the Appendices, provide deadlines for certain of these elements. Nothing in this Section II.G.1 shall be construed to give the Company more time to complete any of these obligations than it otherwise would have under such provisions.

2. Not later than one hundred twenty (120) days after the third anniversary of the Effective Date, the Company shall submit to OCTT a letter certifying that it has completed each obligation listed in Section II.G.1 of this Appendix B, certifying the date on which each such obligation was completed and cross-referencing any previous or simultaneous formal communications to the District reporting the completion of such an obligation (*e.g.*, the Certification of Code Compliance required by Section II.F of this Appendix B).

3. Not later than ninety (90) days after OCTT receives the letter required by Section II.G.2 of this Appendix B, it shall provide the Company with (a) an acknowledgment that the Company has completed each of the requirements of Section II.G.1 of this Appendix B (except that, with respect to Section II.G.1.f, the acknowledgment shall be that the Company's certifications and other submissions to OCTT and, if applicable, any independent verification that OCTT has chosen to perform indicate that all active and passive components and the installation of the System, including its drops and groundings, are in substantial compliance with all then-applicable codes as required by Section 6.3 of this Agreement and Sections I.B.1, I.B.3, II.B and II.F of this Appendix B) or (b) a notice of all specific disputes of the

Company's certifications of System completion and code compliance.

III. MODIFICATIONS AND AMENDMENTS

The Company shall notify OCTT in writing not less than five (5) Business Days prior to making any modification to the obligations contained in this Appendix B and simultaneously shall request the District's approval for any such modification the Company believes to be material. The Company shall not make any material modification to this Appendix B without prior written approval from the District. OCTT shall respond within five (5) Business Days to any request from the Company for such approval. In the event that OCTT disapproves the Company's proposed modification, OCTT shall provide the Company with a full written explanation of the basis for such disapproval.

At the request of the Company following a disapproval of a proposed material modification or if OCTT determines that a modification deemed nonmaterial by the Company actually is material, OCTT and the Company shall attempt to negotiate a resolution in good faith and expeditiously. In the event that such good-faith negotiations are exhausted without reaching a resolution, the Company and the District retain all rights either party may have under applicable law and this Agreement to seek a remedy to the dispute.

FORM OF CERTIFICATION OF COMPLETION OF CONSTRUCTION MILESTONES

FORM OF CERTIFICATION OF COMPLETION OF CONSTRUCTION MILESTONES

Executive Director
Office of Cable Television and Telecommunications
2217 Fourteenth Street, N.W.
Washington, D.C. 20009

Re: Certification of Completion of [First/Second/Final] Construction Milestone

Dear _____:

Pursuant to Appendix B of the Cable Television Franchise Agreement between the District of Columbia ("District") and Comcast Cablevision of the District, LLC ("Comcast"), dated as of _____ (the "Agreement"), Comcast hereby certifies that it has completed the Upgrade of the Subscriber Network,[1] as described in Appendix A of the Agreement, to the extent that Comcast is actually capable of providing the full range of its Services to Residential Subscribers, in compliance with the performance standards specified in Appendix A of the Agreement, over the Upgraded System to ___ percent (__%) of the occupied households in the Franchise Area, as determined by the 2000 U.S. Census, within seven (7) days of a request for such Services (sixty (60) days in the case of a multiple dwelling unit building which, at the time of the request, is not wired for Residents to receive any Services from Comcast). To demonstrate the accuracy of this certification, I have enclosed the following information, which Comcast retains the right to designate as confidential and proprietary pursuant to Section 10.7.02(iv) of the Agreement:

(1) Drawings/Maps

(a) A standard industry drawing/map of the Franchise Area that distinctly depicts, by means of coloring, shading or a similar device, (i) the areas (if any) previously certified to the District as having been Upgraded; (ii) the incremental areas presently being certified to the District as having been Upgraded; and (iii) the areas (if any) remaining to be certified to the District as having been Upgraded. Such drawing/map is at least as detailed as the drawings/maps Comcast provided to the District prior to the execution of the Agreement to illustrate Comcast's plans for the geographic sequencing of the deployment of the Upgrade of the Subscriber Network.

(b) Detailed street-level System construction drawings showing all

[1] Capitalized terms not defined in this letter shall have the meanings given to them in the Agreement.

active and passive components of the Subscriber Network in the incremental areas presently being certified to the District as having been Upgraded.

(2) Tests and Results

(a) An explanation of what tests Comcast performed in certifying each node in the incremental areas presently being certified to the District as having been Upgraded. These explanations are being provided in sufficient detail to permit OCTT to replicate such tests.

(b) An explanation of the tests, which demonstrate compliance with the FCC's technical standards, performed in at least twenty-four (24) randomly selected locations in the incremental areas presently being certified to the District as having been Upgraded. These explanations are being provided in sufficient detail to permit OCTT to replicate such tests.

(c) The results, including the raw data, from the tests described in (2)(a) and (2)(b) above.

Sincerely,

_____

General Manager
Comcast Cablevision of the District, LLC

FORM OF CERTIFICATION OF CODE COMPLIANCE

FORM OF CERTIFICATION OF CODE COMPLIANCE

Executive Director
Office of Cable Television and Telecommunications
2217 Fourteenth Street, N.W.
Washington, D.C. 20009

Re: Certification of Code Compliance

Dear _____:

Pursuant to Appendix B of the Cable Television Franchise Agreement between the District of Columbia ("District") and Comcast Cablevision of the District, LLC ("Comcast"), dated as of _____ (the "Agreement"), Comcast hereby certifies that substantially all active and passive components and the installation of the Upgraded System,[1] including its drops and groundings, are in compliance with all currently applicable codes as required by Sections 6.2-6.3 of the Agreement and Sections I.B.1, I.B.3, II.B and II.F of Appendix B to the Agreement.

Sincerely,

_____
General Manager
Comcast Cablevision of the District, LLC

[1] Capitalized terms not defined in this letter shall have the meanings given to them in the Agreement.

APPENDIX C

INITIAL CABLE SERVICES AND RATE REPORT

APPENDIX C

INITIAL CABLE SERVICES AND RATE REPORT

Attached as Exhibit 1 hereto is the Company's initial Cable Services and Rate Report.

Exhibit 1 to
APPENDIX C

INITIAL CABLE SERVICES AND RATE REPORT

[TO BE INSERTED AT CLOSING]

APPENDIX D

PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) ACCESS FACILITIES AND SUPPORT

APPENDIX D

PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) ACCESS FACILITIES AND SUPPORT

I. PAYMENT OF CAPITAL FUNDS

Section 4.2.01 of this Agreement sets forth the total amount of capital funds that the Company is obligated to pay to the PEG Entities collectively and refers to this Appendix D to this Agreement for the allocation of those capital funds among the PEG Entities. The allocation shall be as set forth below.

A. Initial Allocation

Subject to Section I.B hereof, the District shall allocate the funds it receives for PEG Entity capital support as follows:

1. Public Access Corporation: One third ($^1/_3$) of each quarterly payment.

2. Public Schools: One sixth ($^1/_6$) of each quarterly payment.

3. UDC: One sixth ($^1/_6$) of each quarterly payment.

4. District: One third ($^1/_3$) of each quarterly payment.

B. Changes to Allocation

The District shall have the right to adjust the allocation provided in Section I.A of this Appendix D to account for changes in the number of PEG Entities or the numbers of PEG Channels they operate or for such other reasons as the District deems (1) necessary or appropriate and (2) in the public interest.

II. PEG OPERATING AGREEMENTS; DESIGNATION OF ADDITIONAL PEG ENTITIES

A. Description of PEG Operating Agreements

1. OCTT shall enter into a PEG Operating Agreement with each PEG Entity that will operate a PEG Channel (other than the District with respect to the Governmental Channels or the Training Channel (as defined in Section 4.1.10 of this Agreement) and other than the Public Access Corporation).

2. Each PEG Operating Agreement shall address, at a minimum, the following issues:

a. the terms and conditions under which the PEG Entity is designated and the process by which the District may withdraw the designation and terminate the PEG Operating Agreement if the PEG Entity fails to meet specified terms and conditions;

b. the PEG Channels available to the PEG Entity and the requirements for use of such PEG Channels, including any requirements or limitations on use set forth in Section 4 of this Agreement;

c. requirements with respect to the use of the capital funds and other support made available to the PEG Entity under Section 4 of this Agreement;

d. periodic reporting obligations with respect to the use of the PEG Channels; the capital funds and other support made available to the PEG Entity pursuant to Section 4 of this Agreement; the management and organizational structure of the PEG Entity; and a description of other sources of support received by the PEG Entity that are not required by or pursuant to Section 4.2 of this Agreement; and

e. an annual financial report showing sources and uses of funds.

3. The PEG Operating Agreement may contain such other terms and conditions or address such other issues as OCTT deems appropriate.

B. Designation of Additional PEG Entities

1. OCTT may designate additional PEG Entities that are eligible to request allocation of a portion of Educational and Governmental Channels not otherwise allocated.

2. OCTT shall establish rules and regulations setting forth the procedure for requesting designation as a PEG Entity and for requesting allocation of Educational and Governmental Channels. Such rules and regulations shall allow an existing PEG Entity to apply for additional Educational and Governmental Channels if its existing PEG Channels are or will be fully utilized and it has acceptable plans for the use of such additional Educational and Governmental Channels.

III. INITIAL ALLOCATIONS

The initial frequency allocations, channel assignments and Dial Locations for PEG Channels shall be as follows:

PEG Entity	Frequency Allocation (MHz)	Channel Assignment	Dial Location
Public Access Corporation	77.2625	5	5
Public Access Corporation	83.2625	6	6
OCTT	211.2625	13	13
OCTT	133.2625	16	16
UDC	151.2625	19	19
Public Schools	247.2625	28	28

IV. MODIFICATIONS AND AMENDMENTS

This Appendix D shall not be modified or amended without the prior approval of the District.

APPENDIX E

INSTITUTIONAL NETWORK

APPENDIX E

INSTITUTIONAL NETWORK

Attached as Exhibit 1 hereto is the Comcast/D.C. I-Net Agreement.

Exhibit 1 to
APPENDIX E

COMCAST/D.C. I-NET AGREEMENT

[TO BE INSERTED IN LIEU OF THIS PAGE PRIOR TO TRANSMISSION TO THE COUNCIL]

APPENDIX F

SERVICES TO GOVERNMENTAL FACILITIES

APPENDIX F

SERVICES TO GOVERNMENTAL FACILITIES

I. FREE CABLE SERVICE AND ASSOCIATED INSTALLATION AND EQUIPMENT

A. Free Cable Service and Installation

1. Upon the written request of OCTT, the Company shall, at no charge, provide one (1) high-amplitude building drop (of at least +19 dB/mV as measured at the tap port closest to the drop location) from the external distribution plant of the Subscriber Network to each facility listed in Exhibit 1 to this Appendix F.[1] Each such building drop shall terminate inside the building at a demarcation point reasonably close to where the cable for such building drop enters the facility. Service to such building drops, which shall be provided at no charge by the Company, shall consist of Basic Service (B1) and Expanded Basic Service (B2). Notwithstanding the third sentence of this Section I.A.1, the Company shall provide all video Services and cable modem service to the drops and additional outlets at OCTT's offices at no charge, and the Company shall provide, at no charge, to the drops and additional outlets in the offices of the Councilmembers and Council committees and in other Council offices, and in the

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[1] Installations shall be completed within sixty (60) days of the receipt of all necessary permits, licenses or other authorizations (DPW, Verizon, PEPCO, etc.).

In individual circumstances which involve nonstandard connections (*i.e.*, those involving connections requiring in excess of two hundred fifty (250) feet of underground trenching or two hundred fifty (250) feet of aerial wiring per drop as measured from the closest point on the System to such facility), the District shall pay for the Actual Cost of such excess trenching or wiring.

Further, in individual circumstances where, despite the Company's best efforts to gain access to existing conduit, the Actual Cost to provide service to the specified location exceeds the Company's standard and reasonable cost to provide service to comparable commercial buildings in the Franchise Area, the District, at its option, shall (i) reimburse the Company for the excess of such Actual Cost over such standard and reasonable cost or (ii) delete the specified location from Exhibit 1 to this Appendix F and add an alternate location in its place.

Mayor's executive suite, at least those Services and that equipment provided without charge on April 9, 2002.[2]

2. Without charge to the District, the drops at OCTT's office shall include converters for both analog and digital Signals.

3. The District shall be responsible for distributing the Company's Services described in Section I.A.1 of this Appendix F from the demarcation point, as described in such Section I.A.1, to additional outlets throughout the facilities listed in Exhibit 1 to this Appendix F. The Company shall not charge the District for Basic Service (B1) or Expanded Basic Service (B2) (or for any additional Services provided pursuant to the last sentence of Section I.A.1) received by any such additional outlet.

4. Each drop installed pursuant to Section I.A.1 of this Appendix F shall be capable of receiving all Services, including cable modem service so that the District or its employees may purchase, at a rate not to exceed the Company's standard rates, any Service that the Company is not providing for free pursuant to this Appendix.

B. Free Cable Modem Service

1. At the time the Company provides Two-Way cable modem service commercially throughout the Franchise Area, the Company shall provide, at no cost to the District, Two-Way cable modem service to each public K-12 school and public library in the District of Columbia. Such Two-Way cable modem service shall include five (5) service connections for each such facility. Such five (5) service connections shall consist of one (1) cable modem, one (1) hub and five (5) network interface cards. The Company shall not charge the District for installation[3] or service. If the Company offers

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[2] As of April 9, 2002, the Company provides without charge Basic Service (B1), Expanded Basic Service (B2) and digital basic Service as well as converters for both analog and digital Signals to the drops and additional outlets in the Mayor's executive suite.

[3] Installations shall be completed within sixty (60) days of the receipt of all necessary permits, licenses or other authorizations (DPW, Verizon, PEPCO, etc.).

In individual circumstances which involve nonstandard connections (*i.e.*, those involving connections requiring in excess of two hundred fifty (250) feet of underground trenching or two hundred fifty (250) feet of aerial wiring per drop as measured from the closest point on the System to such facility), the District shall pay for the Actual Cost of such excess trenching or wiring.

Further, in individual circumstances where, despite the Company's best efforts to

Footnote continued on next page

various tiers of cable modem service and the District requests that a higher tier of service be provided to some or all of such facilities, the District may purchase such higher tier of service at the lowest price extended to a public school or library in any other franchise area served by a Cable Communications System operator under common Control with the Company, provided that the District meets any volume requirements associated with the upgrade price in such other franchise area.

2. At the time the Company provides Two-Way cable modem service commercially throughout the Franchise Area, the Company shall provide, at no cost to the District, Two-Way cable modem service to eight (8) recreation or community centers, one (1) in each ward. Such recreation or community centers shall be selected by the District, subject to the approval of the Company, which shall not be unreasonably withheld. Such Two-Way cable modem service shall include five (5) service connections for each such facility. Such five (5) service connections shall consist of one (1) cable modem, one (1) hub and five (5) network interface cards. The Company shall not charge the District for installation[4] or service. If the Company offers various tiers of cable modem service and the District requests that a higher tier of service be provided to some or

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Footnote continued from previous page
gain access to existing conduit, the Actual Cost to provide service to the specified location exceeds the Company's standard and reasonable cost to provide service to comparable commercial buildings in the Franchise Area, the District, at its option, shall (i) reimburse the Company for the excess of such Actual Cost over such standard and reasonable cost or (ii) release the Company from the obligation to serve the specified location.

[4] Installations shall be completed within sixty (60) days of the receipt of all necessary permits, licenses or other authorizations (DPW, Verizon, PEPCO, etc.).

In individual circumstances which involve nonstandard connections (*i.e.*, those involving connections requiring in excess of two hundred fifty (250) feet of underground trenching or two hundred fifty (250) feet of aerial wiring per drop as measured from the closest point on the System to such facility), the District shall pay for the Actual Cost of such excess trenching or wiring.

Further, in individual circumstances where, despite the Company's best efforts to gain access to existing conduit, the Actual Cost to provide service to the specified recreation or community center exceeds the Company's standard and reasonable cost to provide service to comparable commercial buildings in the Franchise Area, the District, at its option, shall (i) reimburse the Company for the excess of such Actual Cost over such standard and reasonable cost or (ii) designate an alternate recreation or community center in place of the specified recreation or community center.

all of such facilities, the District may purchase such higher tier of service pursuant to Section I.B.1 of this Appendix F.

3. The District shall take reasonable steps to ensure the security of the equipment provided by the Company pursuant to this Appendix while such equipment is located at the District's facilities and shall exercise reasonable care in using such equipment. Lost, stolen or damaged equipment shall be replaced at the cost and expense of the District department, agency, board or institution to which said equipment was provided by the Company, provided that such District department, agency, board or institution's liability shall be limited to the Company's Actual Cost for the replacement equipment. District departments, agencies, boards and institutions which no longer intend to use equipment provided by the Company shall return said equipment to the Company in serviceable condition, reasonable wear and tear excepted.

4. Except as otherwise provided by this Agreement, all Services provided by the Company pursuant to this Appendix F shall be subject to the standard terms and conditions and any applicable use policy pertinent to such Services. Notwithstanding the preceding sentence, the Company agrees that the District shall not assume liability for misuse of such Services or the System by others, including, but not limited to, District employees acting outside the scope of their duties.

C. Relocation of District Departments, Agencies and Institutions

1. In the event any District department, agency, board or institution relocates from a facility listed in Exhibit 1 to this Appendix F to a facility not listed in such Exhibit 1, the District may add such new facility to such Exhibit 1, provided that the District shall reimburse the Company for its Actual Cost for relocation.

2. The Company shall satisfy the obligations set forth in Section I.A of this Appendix F with respect to facilities added to such Exhibit 1 pursuant to Section I.C.1 of this Appendix F within thirty (30) days after receiving written notice from OCTT that a new facility has been added.

II. MICROWAVE RADIO ANTENNA

Subject to the results of the engineering study described in this paragraph, the Company shall permit OCTT to place a microwave radio antenna on the Company's tower located at the Company's facilities at the northeastern corner of Florida Avenue and Fourteenth Street, N.W. in the District of Columbia ("Florida and Fourteenth Facilities"). The Company shall conduct an engineering study of

the tower, the scope of which shall be agreed upon by OCTT, to determine what, if any, additional equipment may be required or recommended for the installation of the microwave radio antenna upon the tower. Provided that OCTT accepts the recommendations of such engineering study, the Company shall install on the tower the microwave radio antenna and any additional equipment required or recommended by such engineering study. The Company shall deduct its Actual Cost for such engineering study and such installation from the advance payment of capital support for the PEG Entities described in Section 4.2.01 of this Agreement. (The District shall deduct the study and installation costs from the advance payment of capital support after full payment, based on the pre-deduction amount, has been made to the Public Access Corporation).

The Company also shall permit OCTT to connect such antenna with OCTT's studio facilities by means of wires or cables. At OCTT's request, the Company shall assist OCTT in (A) determining the route of and (B) deploying such connection. Upon reasonable notice from OCTT, the Company shall permit OCTT or its designee such access to the Florida and Fourteenth Facilities and the tower as may be reasonably necessary to construct, install, own, maintain, repair, upgrade, disconnect, replace and remove such antenna and connection, provided that the Company shall permit such access as soon as is reasonably practicable under the circumstances in the event of an emergency.

Such antenna and connection shall remain personalty of OCTT notwithstanding the fact that they may become affixed or attached to the Florida and Fourteenth Facilities and shall, during and after the term of this Agreement, belong to and be removable by OCTT.

Except as provided in the first paragraph of this Section II, the Company shall have no obligation to pay for the construction, installation, maintenance, repair, upgrade, disconnection, replacement or removal of such antenna and connection. To the extent such work is requested by OCTT, the Company shall perform the construction, installation, maintenance, repair, upgrade, disconnection, replacement and removal of such antenna and connection. OCTT shall reimburse the Company for the Actual Cost of the labor and materials it supplies in the course of such work. The Company shall not charge OCTT any rent or other fees in connection with this Section II except as expressly provided in this Section II.

The Company agrees to provide OCTT with such information regarding the tower as OCTT needs to apply for a Federal Communications Commission license to operate the microwave radio antenna. Further, the Company agrees to cooperate in good faith with OCTT to take such reasonable steps as may be required by the Federal Communications Commission for OCTT to receive such a license. OCTT shall operate and maintain the microwave radio antenna in compliance with applicable law.

The Company agrees to use reasonable efforts to notify OCTT if and when

it becomes aware of any damages to such antenna or connection. OCTT agrees to use reasonable efforts to notify the Company if and when it becomes aware of any damages to the Florida and Fourteenth Facilities pertaining to such antenna or connection.

OCTT shall use the microwave radio antenna only in a manner consistent with Section 4.2.04 of this Agreement.

III. MODIFICATIONS AND AMENDMENTS

This Appendix shall not be modified or amended except upon prior approval of the District, provided that additions to Exhibit 1 as provided in Section I.C.1 or Footnote 1 of this Appendix F shall not be considered to be modifications or amendments of this Appendix.

Exhibit 1 to
APPENDIX F

SITE OR AGENCY NAME	*ADDRESS*	AGENCY	Active	Priority
DOH Administration	2700 MLK Ave SE	DOH	Y	3
Kenilworth-Parkside Rec Center	4300 ANACOSTIA AVE	DCPR	Y	3
DHS/Sexual Assault Unit, Doph, YSA_BCCS Headquarters,	25 M ST SW	DHS	N	2
DOES	800 N CAPITOL ST NE	DOES	N	2
Department of Mental Health	77 P ST NE	DMH	N	2
DOH/Office of Material and Child Health/Office of Emergency Health/DOH HQ	825 N CAPITOL ST NW	DOH	Pending request	2
Engine Company 12 (Hazardous Materials BFC 1)	2225 5TH ST NE	FEMS	N	2
Engine Company 14	4801 N CAPITOL ST NE	FEMS	N	2
Engine Company 26 (Truck Company 15)	1340 RHODE ISLAND AVE NE	FEMS	N	2
Engine Company 29 (Truck Company 5)	4811 MACARTHUR BLVD NW	FEMS	N	2
Engine Company 31	4930 CONNECTICUT AVE NW	FEMS	N	2
Facilities Maintenance	3025 V Street NE	FEMS	N	2
Additional Prevention Recovery Admin.	1300 1ST ST NE	DOH		1
DOH Administration	51 N Street NE	DOH	N	1
Alcoholic Beverage/DCRA/Tax & Revenue	941 N CAPITOL ST NW	DCRA	Y	1
Arts & Humanities & Motion Pictures	410 8TH ST NW	OAH	Pending request	1
Charles Sumner School Museum & Archives	1201 17TH ST NW	DCPS	N	1
Chief Medical Examiners Office Bldg. 7	1910 Massachusetts Ave SE	OCME	N	1
COG	777 N CAPITOL ST	COG	Pending request	1
Communications	320 McMillian Drive NW	FEMS	N	1
DC Council & Mayor/OCTO	1350 PENNSYLVANIA AVE NW	OCTO	Pending request	1
Dept. of Housing	801 N CAPITOL ST	DHCD	N	1
DHS	3917 MINNESOTA AVE NE	DHS	N	1
DMV	3222 M Street NW Room LL-C60	DMV	N	1
DMV	65 K St.NE	DMV	N	1
DOES	609 H ST NE	DOES	N	1

SITE OR AGENCY NAME	*ADDRESS*	AGENCY	Active	Priority
DPW	3220Pennsylvania Ave. SE	DPW	N	1
Metropolitan Police	501 New York Ave. NW	MPD	N	1
MPD First District	415 4TH ST SW	MPD	N	1
OCTO/Share Computer Center	222 MASSACHUSETTS AVE NW	OCTO	Pending request	1
Office of Citizen Complaint	730 11th Street Suite 600	OCC	N	1
Office of People's Counsel	1133 15TH ST NW	OPC	N	1
Second District	3320 IDAHO AVE NW	MPD	N	1
Washington Center for the Aging Services	2601 18TH ST NE	DCOA	N	1
Anacostia	1800 GOOD HOPE RD SE	DCPL	Y	3
Benning Library	3935 BENNING RD NE	DCPL	Y	3
Capitol View	5001 CENTRAL AVE SE	DCPL	Y	3
Chevy Chase	5625 CONNECTICUT AVE NW	DCPL	Y	3
Controller's Office	415 12th ST NW	CFO	Y	3
D.C. Energy Office/Executive Office of the Mayor/Reeves Center	2000 14TH ST NW	EOM	Y	3
DC Government (Various Agencies)	441 4TH ST NW	DCCP	Y	3
DC Housing Authority	1133 N. CAPITOL ST	DCH	Y	3
DC Lottery	2101 M L KING AVE SE	DCL	Y	3
DC Taxicab Commission/Dept. of Public Works	2041 M L KING JR AVE SE #204	DCTC	Y	3
DC Therapeutic Rec Center	3030 G ST SE	DCPR	Y	3
Dept. of Corrections/FEMA Headquarters	1923 VERMONT AVE NW	FEMA	Y	3
DHS	645 H St. NE	DHS	Y	3
DHS OIS	3919 BENNING RD NE	DHS	Y	3
DHS/Inspector General/Contract Appeals Board/Office of Banking and Financial/DOH Admin/DC Auditor	717 14TH ST NW	DHS	Y	3
Early Childhood Services	750 PARK RD NW	DHS	Y	3
Engine Company 11 (Truck Company 6 BFC 4)	3420 14TH ST NW	FEMS	Y	3
Engine Company 13 (Tower 10)	450 6TH ST SW	FEMS	?	3
Engine Company 15 (Rescue Squad 3 BFC 3)	2101 14TH ST SE	FEMS	Y	3
Engine Company 16 (Truck Company 3 BFC 6)	1018 13TH ST NW	FEMS	Y	3
Engine Company 17	1227 MONROE ST NE	FEMS	Y	3

SITE OR AGENCY NAME	*ADDRESS*	AGENCY	Active	Priority
Engine Company 18 (Truck Company 7)	414 8TH ST SE	FEMS	Y	3
Engine Company 19	2813 PENNSYLVANIA AVE SE	FEMS	Y	3
Engine Company 2 (Rescue Squad 1)	500 F ST NW	FEMS	Y	3
Engine Company 20 (Truck Company 12)	4300 WISCONSIN AVE NW	FEMS	Y	3
Engine Company 21	1763 LANIER PL NW	FEMS	Y	3
Engine Company 22 (Truck Company 11)	5760 GEORGIA AVE NW	FEMS	Y	3
Engine Company 23	2119 G ST NW	FEMS	Y	3
Engine Company 24 (Rescue Squad 2)	5101 GEORGIA AVE NW	FEMS	Y	3
Engine Company 25	3203 M L KING JR AVE SE	FEMS	Y	3
Engine Company 27	4201 MINNESOTA AVE NE	FEMS	Y	3
Engine Company 28 (Truck Company 14)	3522 CONNECTICUT AVE NW	FEMS	Y	3
Engine Company 30 (Truck Company 17)	50 49TH ST NE	FEMS	Y	3
Engine Company 32 (Truck Company 16)	2425 IRVING ST SE	FEMS	Y	3
Engine Company 33 (Truck Company 8)	101 ATLANTIC ST SE	FEMS	Y	3
Engine Company 4 (Air Unit 1-Medic 4-Safety Office	2531 SHERMAN AVE NW	FEMS	Y	3
Engine Company 5	3412 DENT PL NW	FEMS	Y	3
Engine Company 6 (Truck Company 4)	1300 NEW JERSEY AVE NW	FEMS	Y	3
Engine Company 8 (BFC 2)	1520 C ST SE	FEMS	Y	3
Engine Company 9 (Truck Company 9)	1617 U ST NW	FEMS	Y	3
Fifth District	1805 BLADENSBURG RD NE	MPD	Y	3
Fire Engine Company 1 (Truck Company 2)	2225 M ST NW	FEMS	Y	3
First District Mini-Station	611 H ST NW	MPD	Y	3
First District Substation	500 E ST SE	MPD	Y	3
Fort Stevens Recreation Center	1325 VAN BUREN ST NW	DCPR	Y	3
Fourth District	6001 GEORGIA AVE NW	MPD	Y	3
Francis A. Gregory	3600 ALABAMA AVE SE	DCPL	Y	3
Guy Mason Recreation Center	3600 CALVERT ST NW	DCPR	Y	3
Headquarters – Parks and Recreation	3149 16th ST NW	DCPR	Y	3
Juanita E. Thornton/Shepherd	7420 GEORGE AVE NW	DCPL	Y	3

SITE OR AGENCY NAME	*ADDRESS*	AGENCY	Active	Priority
Lamond – Riggs	5401 SOUTH DAKOTA AVE NE	DCPL	Y	3
Langston	2600 BENNING RD NE	DCPL	Y	3
Libraries – Martin Luther King Memorial	901 G ST NW	DCPL	Y	3
Model Cities Senior Wellness Center	1901 EVARTS ST NE	DCOA	Y	3
MPD Headquarters/DHS Laboratory	300 INDIANA AVE NW	MPD	Y	3
Northeast Library	330 7TH ST NE	DCPL	Y	3
Office of Cable Television & Telecommunications	2217 14TH ST NW	OCTT	Y	3
Office of Insurance and Securities/Office of Planning	810 1st ST NE	OIS	Y	3
PAC	901 NEWTON ST NE	PAC	Y	3
Palisades	4901 V ST NW	DCPL	Y	3
Parklands Turner	1600 ALABAMA AVE SE	DCPL	Y	3
Parks & Recreation Warehouse	1325 S ST NW	DCPR	Y	3
Penn Center	1709 3RD ST NE	DMV	Y	3
Petworth	4200 KANSAS AVE NW	DCPL	Y	3
R. England Boys & Girls Club	4103 BENNING RD NE	DCPR	Y	3
R.L. Christian	1300 H ST NE	DCPL	Y	3
Riverside Plaza	2401 M L KING JR AVE SE	MPD	Y	3
Seventh District	2455 ALABAMA AVE SE	MPD	Y	3
Sixth District	100 42ND ST NE	MPD	Y	3
Sixth District Substation	2701 PENNSYLVANIA AVE SE	MPD	Y	3
Southeast	403 7TH ST SE	DCPL	Y	3
Southeast Tennis & Learning Center	720 MISSISSIPPI AVE SE	DCPR	Y	3
Southwest	900 WEALEY PL SW	DCPL	Y	3
St. Elizabeth's Campus/Tower	2700 M L KING JR AVE SE	DOH	Y	3
Sursum Corda	135 NEW YORK AVE NW	DCPL	Y	3
Takoma Park	416 CEDAR ST NW	DCPL	Y	3
Third District	1620 V ST NW	MPD	Y	3
Tower (Hilton Hotel)	1919 CONNECTICUT AVE NW	MPD	Y	3
Tower (Youth Division)	1700 RHODE ISLAND AVE NE	MPD	Y	3
Washington Highlands	115 ATLANTIC ST SE	DCPL	Y	3
Washington Seniors Wellness Center	3001 ALABAMA AVE SE	DCOA	Y	3
Watha T Daniel/Shaw	1701 8TH ST NW	DCPL	Y	3

SITE OR AGENCY NAME	*ADDRESS*	**AGENCY**	**Active**	**Priority**
West End	1101 24TH ST NW	DCPL	Y	3
Woodridge	1801 HAMLIN ST NE	DCPL	Y	3

[INSERT MICROWAVE RADIO ANTENNA SPECIFICATIONS]

APPENDIX G

OWNERSHIP INTERESTS AND APPROVED MORTGAGES, PLEDGES AND LEASES

APPENDIX G

OWNERSHIP INTERESTS AND APPROVED MORTGAGES, PLEDGES AND LEASES

I. OWNERSHIP INTERESTS

As depicted in the chart attached as Exhibit 1 hereto, Comcast Cablevision of the District, LLC is a wholly owned subsidiary of Comcast Cablevision of the South, Inc., which in turn is owned ninety percent (90%) by Comcast SCH Holdings, LLC and ten percent (10%) by Selkirk Communications (Delaware) Corporation. Both of the owners of Comcast Cablevision of the South, Inc. are owned one hundred percent (100%) by Comcast Cable Communications, Inc. (DE), the former directly and the latter indirectly.[1] Comcast Cable Communications, Inc. is a wholly owned subsidiary of Comcast Corporation. Sural, LLC, which is controlled by Brian L. Roberts, holds approximately an eighty-seven percent (87%) voting interest but less than a five percent (5%) economic interest in Comcast Corporation.

II. PERMITTED TRANSFERS

Pursuant to an Agreement and Plan of Merger executed December 19, 2001, Comcast Corporation will be merging with AT&T Broadband Corp., which holds the cable operations of AT&T Corp. Following this transaction, Comcast Corporation will be a wholly owned subsidiary of AT&T Comcast Corporation. The ownership of the Company will change in that the new ultimate parent of the Company will be AT&T Comcast Corporation, as set forth in the chart attached as Exhibit 2 hereto.[1] Immediately following the merger, Sural, LLC will hold a thirty-three percent (33%) voting interest (but less than a five percent (5%) economic interest) and Microsoft Corporation will own a five percent (5%) economic interest (but less than a five percent (5%) voting interest) in AT&T Comcast Corporation, which will own one hundred percent (100%) of Comcast Corporation. The balance of AT&T Comcast Corporation will be owned by the remaining current shareholders of AT&T Corp. and Comcast Corporation. None of these shareholders will own a five percent (5%) or greater interest in AT&T Comcast Corporation.

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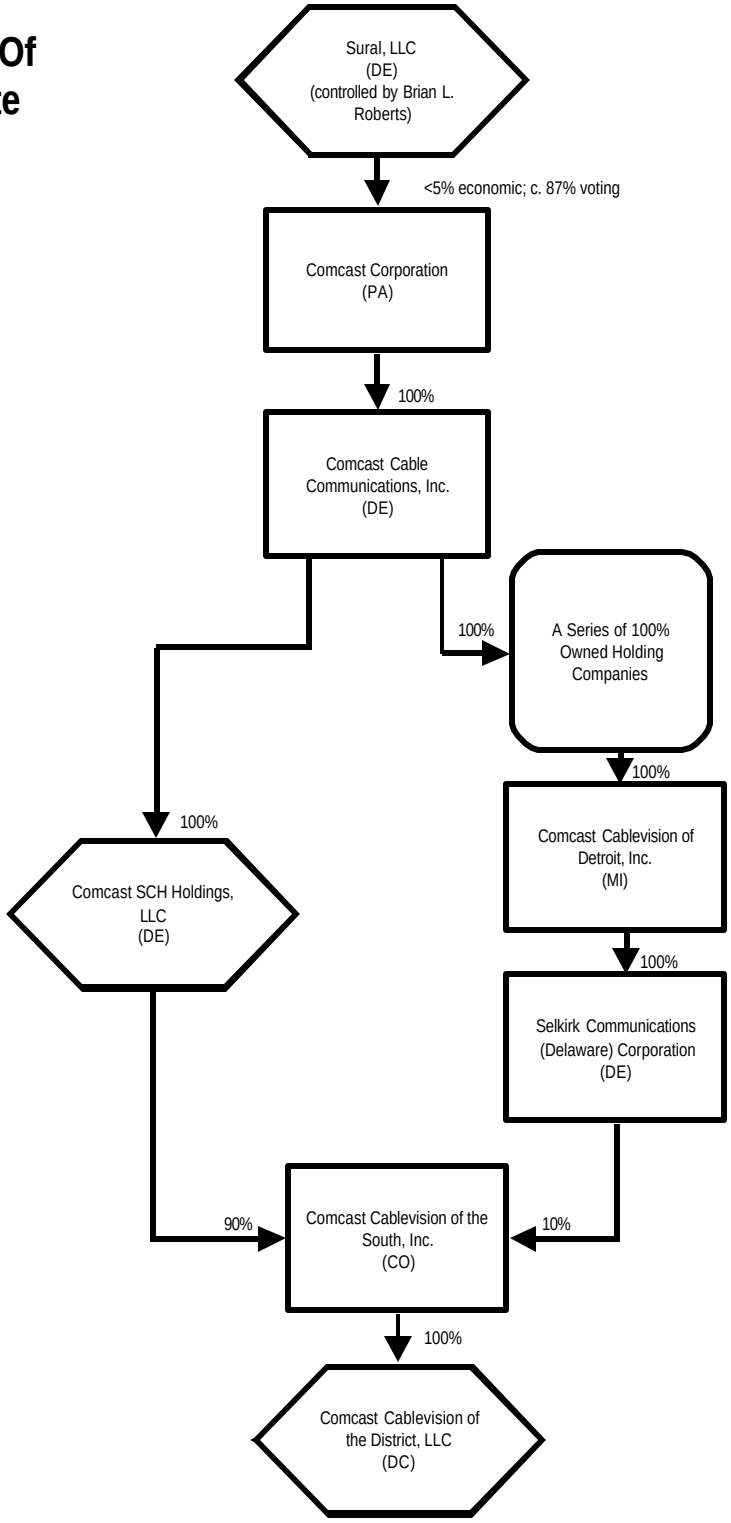
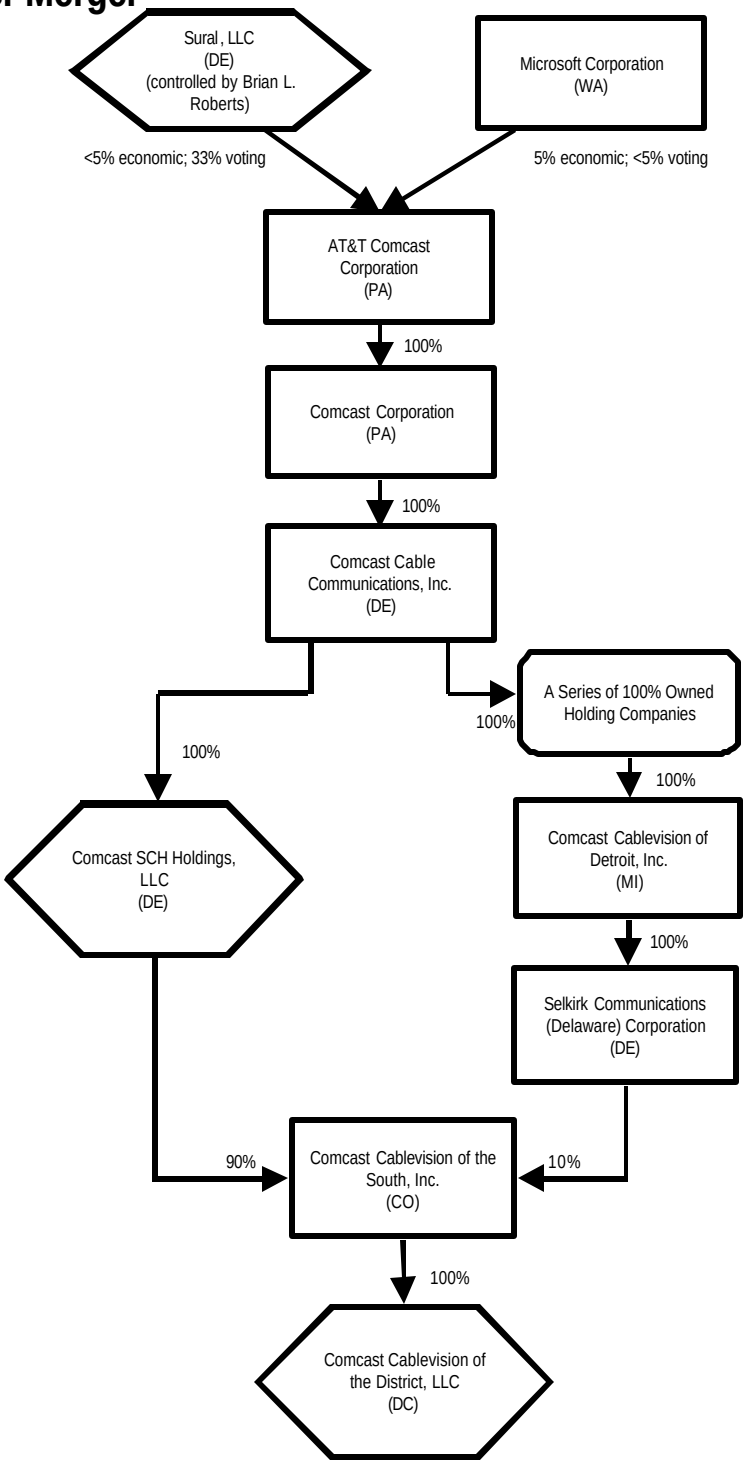
[1] Selkirk Communications (Delaware) Corporation, a Delaware corporation, is wholly owned by Comcast Cablevision of Detroit, Inc., a Michigan corporation, which is wholly owned by Comcast Cablevision of Taylor, Inc., a Michigan corporation, which is wholly owned by COM MH, Inc., a Delaware corporation, which is wholly owned by Comcast MH Holdings, Inc., a Delaware corporation, which is wholly owned by Comcast Cable Communications, Inc., a Delaware corporation. The merger described in Section 0 of this Appendix G will not alter this chain of intermediate holding companies.

The Company shall notify OCTT of the consummation of this transaction not later than ten (10) days after such consummation. If there is any material change in this transaction from the facts described above or in the ownership information contained in the FCC Form 394 submitted to OCTT on February 28, 2002, the Company shall notify OCTT and obtain the Council's approval if required by Section 11 of this Agreement.

Structure As Of Effective Date



Structure After Merger



APPENDIX H

REQUIRED INFORMATION FOR TRANSFER PETITION

APPENDIX H

REQUIRED INFORMATION FOR TRANSFER PETITION

I. INFORMATION TO BE SUBMITTED WITH TRANSFER PETITION

Pursuant to Section 11.4 of this Agreement, the District's time to approve or deny a transfer request shall not commence until all of the information required by Section 11.3 of this Agreement and the information listed below is submitted to the District:

1. A copy of the contract or agreement that provides for the transfer (including all exhibits, appendices, schedules and side agreements thereto). Alternatively, the parties may choose to withhold some of the exhibits, appendices, schedules or side agreements, in which case the parties shall submit a list of all such documents that are withheld. If the parties select the alternative procedure, the parties and the District shall have one (1) week to agree on which listed documents are relevant to the District's review, and the parties shall submit such relevant documents before the District's time to approve or deny the transfer request commences.

2. The name and address of the proposed transferee and an identification of the ownership and Control of the transferee, including (a) the names, addresses and ownership interests of all Persons with a twenty percent (20%) or more voting interest, or a fifty percent (50%) or more non-voting interest, in the transferee; (b) the names and addresses of the Persons who Control the transferee and a description of how they exercise such Control; (c) the names and addresses of all officers and directors of the transferee; and (d) any other Cable Communications System ownership interest of each named Person who Controls the transferee.

3. Information describing the transferee's technical ability to construct, maintain, upgrade, rebuild, enhance and operate the System, including identification of key personnel, to the extent such information regarding personnel is available.

4. Information describing the transferee's qualifications to comply with the requirements of the Agreement.

5. A statement that neither the transferee nor any director or officer of the transferee has, during the five (5) years preceding the submission of the petition, been convicted of, pled guilty to or pled *nolo contendere* (or made an equivalent plea) to any criminal

violations of consumer protection laws or laws prohibiting anticompetitive acts, fraud, racketeering or other similar conduct.

6. The transferee must certify that no elected official of the District holds an interest in the transferee.

7. A statement prepared by a certified public accountant regarding the transferee's financial ability to construct, upgrade, rebuild, enhance, repair, maintain, operate and remove the System.

8. A description of the transferee's prior experience in Cable Communications System ownership, construction, upgrading, rebuilding, enhancement, maintenance, repair and operation, and identification of communities in which the transferee or any of its principals have, or have had, a cable franchise or license or any interest therein.

9. A statement that the transferee agrees to comply with this Agreement.

10. In the case of a transfer of interest pursuant to Section 11.1 of this Agreement, current financial statements showing the financial condition of the System as of the date of the petition or other written request, and pro forma financial projections for three (3) years, including a statement of projected income and a schedule of planned capital additions, with all significant assumptions explained in notes or supporting schedules. In the case of a transfer of control or stock pursuant to Section 11.2 of this Agreement, (a) such current financial statements and pro forma financial projection for the System (both as described in the preceding sentence) or alternatively (b) the pro forma financial information filed with the federal Securities and Exchange Commission relating to the proposed transaction.

11. An affidavit or declaration of the transferee or authorized officer certifying the truth and accuracy of the information in the petition, acknowledging the enforceability of petition commitments and certifying that the proposal meets all federal and District law requirements.

II. MODIFICATION

This Appendix may not be modified or amended without prior approval of the District.

APPENDIX I

GUARANTY

FORM OF GUARANTY

THIS GUARANTY is made and entered into this _____ day of _____, 2002, by Comcast Cablevision of the South, Inc.

To induce the District of Columbia (the "District") to renew a franchise, on the terms set forth in the franchise agreement executed by the District and Comcast Cablevision of the District, LLC (the "Franchisee") of even date herewith (the "Franchise Agreement") to construct, maintain, repair, upgrade, rebuild, enhance, operate and remove a cable television system in the District, in addition to other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor hereby agrees as follows:

1. The Guarantor (i) guarantees absolutely, irrevocably and unconditionally to the District the complete and prompt observance, fulfillment and performance, by the Franchisee of each and every provision and obligation contained in such Franchise Agreement, 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 as provided in the Franchise Agreement. The Guarantor also affirms all representations, warranties and covenants made with respect to it in Sections 15.7, 15.8.03 and 15.8.05 of the Franchise Agreement.

2. The obligations of the Guarantor are independent of the obligations of the Franchisee. This Guaranty may be enforced against the Guarantor only upon a default by the Franchisee, provided that the Guarantor is given notice of such breach or default and an opportunity to cure such breach or default in accordance with the Franchise Agreement as if the Guarantor were the Franchisee thereunder. Notwithstanding the proviso in the preceding sentence, (i) the Guarantor shall not be entitled to any redetermination of the existence of a breach or default once a determination thereof has been made with respect to the Franchisee, and (ii) the Guarantor's cure period shall be the shorter of (a) ten (10) Business Days or (b) the cure period for the Franchisee under the applicable provision of the Franchise Agreement.

3. This Guaranty shall be effective as of the Closing and remain in effect until all of the obligations of the Franchisee under the Franchise Agreement have been satisfied fully. The Guarantor shall not be discharged from Liability under this Guaranty as long as any claim arising under the Franchise Agreement is not settled or discharged in full. Notwithstanding the preceding two (2) sentences, this Guaranty may be earlier terminated, substituted or cancelled by written agreement of the Guarantor and the District. If the Franchise or the System is transferred to a third party as a consequence of a sale thereof by, or a change of Control of, the Franchisee, which has been approved by the District pursuant to Section 11 of the Franchise Agreement, the District's written agreement to

such earlier termination, substitution or cancellation shall not be unreasonably withheld.

4. No termination (other than as provided by Section 3 of this Guaranty), 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 District.

5. This Guaranty is solely for the benefit of the District and shall not inure to the benefit of any third party unless it is being invoked with respect to a provision of the Franchise Agreement, which explicitly provides for an obligation of the Franchisee to a third party.

6. This Guaranty shall be governed by and construed in accordance with the laws of the District of Columbia, as applicable to contracts entered into and to be performed entirely within that jurisdiction.

7. 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.

8. Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Franchise Agreement.

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.

COMCAST CABLEVISION OF THE SOUTH, INC.

By _____
Name:
Title:

Attest:

_____
[seal]

Accepted and Agreed To:

DISTRICT OF COLUMBIA

By _____
Name:
Title:

Approved as to Form:

_____
Corporation Counsel

APPENDIX J

GOVERNING BOARD

APPENDIX J

GOVERNING BOARD

I. Composition of the Governing Board.

Throughout the term of the Franchise, the Company shall maintain a Governing Board, pursuant to the following:

A. The Governing Board shall be comprised of up to eleven (11) persons, which number and composition may be changed from time to time at the discretion of the Company; provided however, that at least sixty percent (60%) of the Governing Board shall be comprised of "minority" persons, and at least fifty-one percent (51%) of the Governing Board shall be comprised of current "District Residents."

1. The term "minority" shall have the meaning set forth in District of Columbia Official Code Section 34-1202(24), as it exists on the Effective Date hereof.

2. The term "District Resident" shall mean any person who is a domiciliary of the District of Columbia and who maintains a place of abode in the District of Columbia as his or her actual, regular and principal place of occupancy.

B. The Company shall appoint and remove members of the Governing Board in the Company's sole discretion, subject to the minority and residency restrictions set forth herein. As of the date hereof, the Company has appointed the following eleven (11) persons as the initial members of the Governing Board, each to serve until his or her successor is elected by the Company, or until his or her earlier resignation or removal:

Name:	Ethnicity:	District Resident:
Fern Barreuta	Latina	No
Michael Brown	African American	Yes
Tony Hollinger	African American	Yes
N. William Jarvis	African American	Yes
Earle Jones	African American	No
Elisabeth Lisboa-Farrow	Latina	No
Curtis Pendleton	White	No
Donna Rattley	African American	Yes
John Richardson	White	Yes
Emily Vetter	White	No
David Wilmot	African American	Yes

II. Responsibilities of the Governing Board.

A. The Governing Board shall be responsible for assisting and advising the Company with its community relations, corporate citizenship and public relations efforts. More specifically:

1. Members of the Governing Board shall provide public relations support by (i) advocating the Company's interests in public meetings and events; and (ii) providing feedback to the Company regarding community concerns discussed in such public meetings and events.

2. Members of the Governing Board shall advise the Company concerning the charitable and non-profit programs and organizations with which the Company should be involved, including the type and extent of such involvement.

3. Members of the Governing Board shall participate in meetings of the Governing Board, pursuant to the requirements set forth below.

4. With the Company's approval, the Governing Board may create subcommittees of its members to address specific community relations, corporate citizenship and public relations issues.

B. The Governing Board shall meet, at a minimum, twice annually at the office of the Company or at a mutually agreeable alternative location. At each meeting:

1. The Company shall present to the Governing Board a summary of its business affairs in the District of Columbia, including, but not limited to, the Company's community relations, corporate citizenship and public relations efforts.

2. The Governing Board shall present recommendations concerning the Company's community relations, corporate citizenship and public relations efforts.

3. The Company and the Governing Board shall determine whether to create subcommittees of Governing Board members to address specific community relations, corporate citizenship and/or public relations issues.