

FIFTH OPEN VIDEO SYSTEMS EXTENSION AGREEMENT

THIS AGREEMENT (the "Agreement") is effective as of the 10th day of December 2003, by and between the District of Columbia ("District") and Starpower Communications, LLC, a Delaware limited liability company ("Starpower").

WHEREAS, the District and Starpower entered into an Interim Open Video Systems Agreement ("Interim OVS Agreement") approved by the Mayor on October 26, 1998, and approved by the Control Board on December 10, 1998, which commenced on December 10, 1998, for a term of one year, with a one-time automatic six-month extension, which commenced on December 10, 1999;

WHEREAS, the original term of the Interim OVS Agreement was scheduled to expire on June 10, 2000;

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

WHEREAS, the District and Starpower agreed to extend the term of the Interim OVS Agreement from June 10, 2000 until December 10, 2000, in accordance with the terms of the Open Video Systems Extension Agreement executed by the parties on June 10, 2000 ("Extension Agreement");

WHEREAS, upon the recommendation of OCTT, the Mayor further extended the term of the Extension Agreement by Executive Order for an additional six (6) months on a month-to-month basis after December 10, 2000, in accordance with the terms of the Extension Agreement;

WHEREAS, the District and Starpower agreed to further extend the term of the Interim OVS Agreement from June 10, 2001 to June 10, 2002, in accordance with the terms of a Second Open Video Systems Extension Agreement ("Second Extension Agreement"), from June 10, 2002 to December 10, 2002, in accordance with the terms of a Third Open Video Systems Extension Agreement ("Third Extension Agreement"), and from December 10, 2002 to December 10, 2003, in accordance with the terms of a Fourth Open Video Systems Extension Agreement ("Fourth Extension Agreement"); and

WHEREAS, the District and Starpower believe it would be in the interests of the District and Starpower to extend the term of the Interim OVS Agreement by six (6) additional months to June 10, 2004, and to preserve the status quo with respect to the existing Interim OVS Agreement in order to permit the parties to complete the negotiation of a long-term agreement and permit action by the Council of the District of Columbia ("Council") to review and approve any proposed long-term agreement.

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

1. The Interim OVS Agreement is extended from December 10, 2003, until June 10, 2004 in order to permit the conclusion of ongoing negotiations by OCTT and Starpower and action by the Council to review and approve any proposed long-term agreement; provided however, that the Interim OVS Agreement shall terminate upon the effective date of such long-term agreement if such date shall occur prior to June 10, 2004.
2. During the term of the Interim OVS Agreement, as extended by this Agreement, the District and Starpower shall be subject to the same terms and conditions as set forth in the Interim OVS Agreement, as modified by the Extension Agreement, the Second Extension Agreement, the Third Extension Agreement, and the Fourth Extension Agreement and as set forth herein (the Interim OVS Agreement, Extension Agreement, Second Extension Agreement, Third Extension Agreement, Fourth Extension Agreement and this Agreement collectively referred to herein as the "OVS Agreements").
3. During the term of this Agreement, OCTT and Starpower shall work together in good faith and with diligence to consider and negotiate a long-term agreement. Notwithstanding the foregoing, this Agreement shall not obligate the District to grant a cable franchise or other long-term agreement to Starpower.
4. By entering into this Agreement, the District and Starpower do not otherwise waive their rights to rely upon the rights, procedures, protections and recourses granted to them pursuant to applicable federal or District rule, regulation, law or precedent.
5. In addition to the reports and other submissions required by the Interim OVS Agreement, Starpower shall submit throughout the term of this Agreement the reports required by the Second Extension Agreement.
6. During the term of this Agreement, Starpower shall be obligated to continue its capital support of Public, Educational and Governmental Channels. Starpower shall pay to the District an amount equal to one percent (1%) of its Gross Revenues as capital support for the PEG Entities (the "PEG Access Contribution"). All such payments shall be made quarterly, at the same time as Starpower makes its quarterly OVS Gross Revenue Fee payment pursuant to Section 1.21 of the Interim OVS Agreement.
7. The parties agree that, as part of their negotiations for a long-term agreement, they will consider the amount of all PEG Access Contributions made by Starpower during the terms of the OVS Agreements, as a factor in determining a reasonable and appropriate level of future PEG contributions to be made by Starpower under such a long-term agreement; provided, however, that Starpower shall not be entitled, pursuant to Section 1.22(b)(ii)(D) of the Interim OVS Agreement, to credit the amounts of any excess PEG Access Contributions it believes it has made against PEG obligations that are mutually agreed upon by Starpower and the District as part of any such long-term agreement.
8. Starpower agrees that, by execution of this Agreement, Starpower accepts the validity of the provisions of this Agreement and the authority of the District to enter into this Agreement, and waives any right it may have to assert that the provisions of this

Agreement are not consistent with applicable law. Further, Starpower will not contest: (a) the validity of any aspect of this Agreement, or (b) the District's authority to enter into the OVS Agreements or to enforce the terms of the OVS Agreements and applicable law throughout the term of this Agreement.

9. Terms used in this Agreement and not defined herein shall have the meanings assigned to such terms in the Interim OVS Agreement.
10. Starpower agrees that this Agreement shall be binding on each and all permitted assignees, transferees or other successors in interest to each.

DISTRICT OF COLUMBIA

Mayor of the District of Columbia

By: /s/ Anthony A. Williams

Date: December 30, 2003

STARPOWER COMMUNICATIONS, LLC

By: /s/ Richard Wadman

Title: General Manager

Date: December 12, 2003