

September 10, 2006

Marlene Dortch, Esq.
Secretary
Federal Communications Commission
445 12th St., S.W.
Washington, DC 20554

Re: Letter Submission in MB Docket No. 07-42

SUMMARY

- I. Discrimination Based on Affiliation
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Dear Ms. Dortch:

America Channel submits this letter ex parte in the Commission’s NPRM in the Matter of Leased Commercial Access Development of Competition and Diversity in Video Programming Distribution and Carriage MB Docket # 07-42.

I. DISCRIMINATION BASED ON AFFILIATION

Methods of Discrimination in Sports Programming and Other Genres

A number of techniques can be used to discriminate against independent channels. The easiest, is to employ a differentiated and tougher standard for independent channels than for affiliated channels, before being eligible for consideration for carriage. For example, one cable operator appears to require independent channels to secure “sufficient carriage” at other cable operators before being eligible for consideration for carriage at that cable operator.¹ Other examples include the imposition of a “launch” requirement, as well as a “funding” requirement on independent channels. In contrast, and in recognition of the power that carriage at Comcast wields, Comcast routinely agrees to carry its own affiliated channels, prior to those channels securing funding, prior to securing carriage elsewhere, and prior to

¹ America Channel filings dated July 31, 2005 and May 1, 2006 in MB Docket # 05-192.

launch. These are easy methods to discriminate because, as the Commission has recognized, Comcast can prevent an independent channel from gaining market entry, if Comcast declines carriage.² Conversely Comcast also knows that if it agrees to carry its own affiliated channel, that channel will subsequently secure funding, launch, and likely secure carriage at other operators.

The problem of imposing a “launch” requirement or a requirement that “sufficient” carriage be secured elsewhere first, can be even more acute for a regional network than for a national network. This is because, in contrast to national market share, in many large markets around the country, the top two cable operators can have from 50% to 90% market share. In markets such as N.Y., L.A., Chicago, Philadelphia, Boston, San Francisco and many others, the market share of one of the two top cable operators is significantly higher than national averages. Because of this dominant regional market power, a top cable operator can prevent a regional network from securing funding and launching in those markets.

By contrast, every single channel ever internally created at Comcast, was at one time unlaunched, unfunded, and without any carriage elsewhere. For example on July 19, 2006, Multichannel News reported that *“Comcast and the CBS-owned college sports programmer CSTV Networks are going in 50-50 on a new regional sports network dedicated to a single college conference. The Mountain West Sports Network, which debuts Sept. 1, will carry sports from the nine Mountain West Conference Schools to Comcast subs in Utah, Colorado, and New Mexico at launch, specifically on expanded basic in Salt Lake City and digital tiers in Denver, Colorado Springs and Albuquerque. Comcast, which has a number of regional sports networks, will manage the network.”*³

The new, as yet unlaunched network, an affiliate of Comcast, secured either analog carriage or basic digital carriage (i.e., carriage in broadly distributed packages, as opposed to lightly distributed sports tiers), on 39 Comcast systems – prior to launch.⁴

² *Adelphia Order* ¶189. The Commission has also found that “[t]he market power of large cable operators has the potential to prevent nascent cable networks from even launching and to cause current networks to fail.” See *Implementation of Section 11(c) of the Cable Television Consumer Protection and Competition Act of 1992*, Third Report and Order, 14 FCC Rcd 19098, ¶ 56 (1999)

³ Multichannel News, “CSTV, Comcast Climb The Mtn.” July 19, 2006 by R. Thomas Umstead.

⁴ The systems, channel numbers, and packages are listed below:

Comcast System	Channel	Package
Heber, UT	53	Expanded Basic
Logan, UT	37	Standard Cable (EB)
Mt. Green/Morgan, UT	53	Standard Cable (EB)
Nephi, UT	53	Standard Cable (EB)
Ogden, UT	37	Standard Cable (EB)
Pleasant Grove/Utah County, UT	37	Standard Cable (EB)
Salt Lake City, UT	37	Standard Cable (EB)
Aspen, CO	411	Digital Classic
Avon, CO	411	Digital Classic
Boulder, CO	411	Digital Classic
Breckenridge, CO	411	Digital Classic
Colorado Springs, CO	167	Digital Classic

Underscoring the privileges of such affiliation, on July 24, 2006 Multichannel News attributed the following statement to the CEO of The Mtn.: “*Bedol said the Comcast deal was huge for the fledgling network, which, prior to the agreement, had not secured any significant cable carriage. ‘It certainly answers a lot of the questions related to distribution,’ he added.*”⁵

Experience with Comcast’s own RSNs and other affiliated networks demonstrates that it is common practice for a Comcast-affiliated network to launch and produce programming only after a foundational carriage agreement with Comcast is secured. As cited earlier, one recent example involves Comcast’s newest affiliated RSN, the Mountain West Sports Network, known as The Mtn. In July 2006, just days after the FCC approved the Adelphia transaction, Comcast announced that it would carry The Mtn. on 39 of its cable systems.⁶ At that time, The Mtn. was not operational, had no programming, had not launched, and had not established its managerial and operational teams. According to The Mtn.’s General Manager,

Denver Metro City Limits, CO	411	Digital Classic
Denver Suburbs, CO	411	Digital Classic
Dillon, CO	411	Digital Classic
Empire, CO	411	Digital Classic
Erie, CO	411	Digital Classic
Fort Collins, CO	411	Digital Classic
Ft. Lupton, CO	411	Digital Classic
Glenwood Springs, CO	411	Digital Classic
Granby, CO	411	Digital Classic
Greeley, CO	411	Digital Classic
Idaho Springs, CO	411	Digital Classic
Pueblo, CO	411	Digital Classic
Rifle, CO	411	Digital Classic
Silt, CO	411	Digital Classic
Steamboat Springs, CO	411	Digital Classic
Trinidad, CO	TBA	Delayed Launch
Albuquerque, NM	276	Digital Classic
Gallup, NM	277	Digital Classic
Grants, NM	181	Digital Classic
Kremmling	411	Digital Classic
Las Vegas, NM	276	Digital Classic
Longmont	411	Digital Classic
Los Alamos, NM	276	Digital Classic
Raton, NM	276	Digital Classic
Santa Fe, NM	276	Digital Classic
Silver City, NM	181	Digital Classic
Socorro, NM	181	Digital Classic
Taos, NM	276	Digital Classic

Source: CSTV Website, as of September 20, 2006.

⁵ Multichannel News, “CSTV Spin-Off Ascends With Comcast Deal,” July 24, 2006, by R.Thomas Umstead.

⁶ R. T. Umstead, *CSTV, Comcast Climb The mtn.*, Broadcasting & Cable (July 19, 2006) (“[CSTV CEO] Bedol said the Comcast deal was huge for the fledgling network, which, prior to the agreement, had not secured any significant cable carriage.”). Following the announcement, Comcast’s partner in the deal, CSTV, stated that “[i]t certainly answers a lot of the questions related to distribution.” *Id.* (quoting Brian Bedol, CEO, CSTV).

after receiving Comcast's carriage commitment, the unlaunched RSN had to "scramble[]" to become ready and "assemble a staff and studio" in time for the beginning of the football season.⁷

Another example involves TV One, an affiliate of Comcast. In January 2003, Comcast announced that it would carry what would later be called TV One.⁸ That network did not launch until a year later, in January 2004. Comcast thus agreed to carry TV One before the channel had a name; before it had a CEO or had filled any other key positions (including a programming chief);⁹ before it had hired an external production company;¹⁰ and before it had secured outside funding.¹¹ Moreover, Comcast agreed to carry this channel on its most valuable programming tier – the analog tier that is available to all subscribers.¹²

On December 2, 2003, Comcast issued a press release announcing the formation of Comcast Sportsnet Chicago.¹³ In the same press release announcing *formation* of the RSN, Comcast also announced that it would launch Comcast Sportsnet Chicago 10 months later on October 1, 2004, and that Comcast would *carry* the channel in 1.5 million Comcast homes: "*Beginning October 1, 2004, the network will be*

⁷ See J. Davis, *Mountain West Network On Air*, Rocky Mountain News (Sept. 2, 2006) ("The network, a venture between cable giant Comcast and Viacom's College Sports TV Networks, scrambled since its mid-July announcement to assemble a staff and studio in time for the crucial football season kickoff, said [The Mtn.'s Vice President and General Manager Kim] Carver, who was general manager of Singapore-based ESPN Star Sports just a month ago.").

⁸ Comcast Press Release, *Comcast and Radio One Announce New Television Network Serving the African-American Audience* (Jan. 13, 2003) ("[W]e have committed to launch this channel across a significant number of our markets and to work with other cable and satellite providers to reach as many total viewers as possible.").

⁹ Comcast Press Release, *Johnathan Rodgers Named President & CEO Of New Comcast/Radio One TV Channel* (Mar. 24, 2003) (announcing hiring of CEO more than two months after Comcast agreed to carry); J. Higgins, *Rodgers Tapped to Run New Black Cable Network*, Broadcasting & Cable (Mar. 31, 2003) (TV One "has delayed a planned summer [2003] launch by six months or so [to January 2004] mainly because he doesn't have key positions filled."); *Turner Vet Bowen Joins TV One*, Multichannel News (Nov. 3, 2003) (On November 3, 2003, 10 months after announcement of Comcast's carriage commitment, it was reported that TV One had hired an executive vice president of sales and marketing.); R.T. Umstead, *Start Up TV One Gears Up for Jan. 19 Launch*, Multichannel News (Nov. 10, 2003) (On November 10, 2003, 10 months after Comcast's carriage commitment and investment, TV One's CEO said he was close to naming a programming chief.); A. Romano, *TV One Taps Gaither*, Broadcasting & Cable (Mar. 2, 2004) (On March 3, 2004, 15 months after the announcement that Comcast would carry the channel, and three months after launch, it was reported that TV One had hired its head of programming.).

¹⁰ *Rodgers Bulks Up TV One Staff*, Multichannel News (June 9, 2003) ("Johnathan Rodgers hired *Frank's Place* and *WKRP in Cincinnati* actor Tim Reid as executive supervising producer and TV personality/restaurateur Barbara Smith to help develop upstart African-American network TV One's original lineup. Reid's New Millennium Studios will also supply the network with library and original programming.").

¹¹ *Comcast/Radio One Joint Venture Agreement to Launch TV One is Signed*, PR Newswire (July 21, 2003).

¹² See R. T. Umstead, *Will Good Times Roll for TV One?*, Multichannel News (Jan. 19, 2004) (TV One's CEO stated: "I'm so happy that our friends at Comcast saw the real value in this channel and gave us the initial analog carriage.").

¹³ Comcast Press Release, *Comcast Forms Cable Network With Chicago Blackhawks, Bulls, Cubs and White Sox*, December 2, 2003 (copy attached): "*Comcast Cable, in conjunction with affiliates of the Chicago Blackhawks, Bulls, Cubs, and White Sox, today announced the formation of Comcast SportsNet Chicago, a new 24-hour regional sports network serving Chicago-area sports fans. The cable provider and the four sports teams will jointly own the network, which will launch on October 1, 2004.*"

available in approximately 1.5 million homes in the Chicagoland area on Comcast's expanded basic package, the cable provider's most popular level of service in the region."¹⁴

(In addition, in Comcast's press release, Comcast referred to its affiliate Comcast Sportsnet Chicago, as a "regional sports network," even though the RSN was still 10 months away from launching.¹⁵ Comcast made the commitment to carry the RSN, upon *formation* of the RSN; 10 months prior to launch, and in the expanded basic package. Presumably upon formation, the RSN did not yet have all the infrastructure in place necessary to launch, and yet Comcast referred to the RSN as an "RSN.")

In another example, on October 12, 2004, Comcast (and Time Warner jointly) issued a press release, announcing an *agreement to form* a New York-based RSN, which would launch in *Spring of 2006* (18 months later), and be *carried* in 790,000 Comcast homes on expanded basic in New Jersey and Connecticut (as well as in 2.3 million Time Warner homes).¹⁶ Thus, Comcast's decision to *carry* was announced concurrently upon announcement of the *agreement to form* an RSN; and fully *18 months prior to launch*. The press release even stated that the new network was "yet to be named."¹⁷ Five months later, on February 14, 2005, *Multichannel News* reported that the new RSN had hired its President.¹⁸ Underscoring the importance of first securing distribution, the new President was quoted as follows: "*Litner expects the Mets network -- which, he said, has an enormous advantage in terms of a guaranteed launch before 3.1 million Time Warner and Comcast homes that Yankees Entertainment & Sports Network didn't have when it debuted in 2001 -- to be available to all viewers in the tristate area when it bows next year.*"¹⁹

Similar to the press release announcing Comcast Sportnet Chicago, in Comcast's press release announcing the formation of its new New York regional sports net, it referred to the new channel as a "regional sports network," even though the planned launch was still 18 months away.²⁰ These facts are important because a Comcast-affiliated RSN becomes an RSN because Comcast calls it an RSN. On the other hand, an independent RSN's (America Channel) designation as RSN undergoes a lengthy challenge by Comcast before the FCC, delaying its market entry and damaging its business and viability.²¹ This tactic is employed to stifle an independent channel.

Another method of discrimination involves tiering or packaging. Comcast typically places its networks on analog or basic digital packages. For example Comcast granted its unlaunched affiliate The Mtn., broad carriage in what appears to be most or all Comcast systems in the Rocky Mountain region, on

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Comcast and Time Warner joint press release, *Time Warner Cable and Comcast Announce Deal with Sterling Entertainment Enterprises, LLC to Launch Regional Sports Network*, October 2, 2004.

¹⁷ *Id.*

¹⁸ *Multichannel News, Mets Network Taps NHL's Litner*, February 14, 2005 by Mike Reynolds.

¹⁹ *Id.*

²⁰ *Id.* "The new regional sports network, which has yet to be named, will obtain the rights to telecast up to 125 regular season games of the New York Mets..." In addition, the parties agreed "to form a New York-based regional sports network that plans to launch in the spring of 2006."

²¹ CSR-7108.

analog or basic digital. In addition, all of Comcast's RSNs are carried on analog and basic digital. And Comcast's national sports networks Golf Channel and Versus are carried on analog and basic digital. To our knowledge, not a single Comcast channel is offered exclusively on a sports tier or other lightly distributed package.

Yet Comcast argues that independent sports channels should be placed on sports tiers. On September 21, 2006, Multichannel News reported that "*Comcast chairman and CEO Brian Roberts Thursday called for an industry debate on whether all cable subscribers or just die-hard fans should absorb the cost of expensive sports networks.*"²²

Echoing this sentiment that consumers should not have to pay for channels they don't want (in this case regarding Big Ten Network, which is not affiliated with Comcast), a Comcast executive was later quoted as follows in The New York Times "*We'd like to make the network available to those who want to watch it and not force customers who have no interest in the content to have to pay for it.*"²³

Carriage disputes with independent channels MASN, NFLN and America Channel are in stark contrast to the practices employed by Comcast with respect to their own affiliated sports channels.

For example, Comcast's national sports networks Versus and Golf Channel each exceed 60 million homes. Both enjoy substantial analog carriage throughout the nation. Neither are relegated to sports tiers, and Comcast has no intention of making them "*available to those who want to watch it and not force customers who have no interest in the content to have to pay for it.*"²⁴

Sports channels are expensive, and consumers ultimately bear the brunt of paying for them. Thus tiering is sometimes justified. But the question whether a channel is placed on a tier, or is more widely distributed, should not be based on affiliation, but rather on cost and value proposition to the consumer. This is one of the reasons why we offered our services to Comcast for free. The point is that Comcast's sports channels, which are expensive -- are uniformly distributed to consumers on analog and basic digital capacity -- and consumers are required to pay for them.

Another technique used to justify discrimination, is to cite lack of bandwidth as a reason to decline carriage to an independent network, even when that network is digital.²⁵ In contrast, on November, 16, 2006, Cynthia Turner's *Cynopsis* reported that "Comcast is set to launch its new HD cable channel, Golf Channel/Versus in January with Golf Channel programming during the day and Versus content at night."²⁶ Golf Channel and Versus, both owned by Comcast, are already available in standard definition, and to our knowledge Comcast did not remove those feeds when it launched the new HD feed. An HD feed takes up capacity equivalent to about 3x standard definition.

²² Multichannel News, September 21, 2006, "Roberts Calls for Sports Dialogue," by Ted Hearn.

²³ *New York Times*, June 18, 2007, by Richard Sandomir, *Not Everyone Wants Channel That's All Big Ten, All the Time*.

²⁴ Quote from Comcast's David Cohen, in *New York Times*, June 18, 2007, by Richard Sandomir, *Not Everyone Wants Channel That's All Big Ten, All the Time*.

²⁵ The America Channel filing in MB Docket 05-192, July 31, 2005.

²⁶ Cynthia Turner's *Cynopsis*, November 13, 2006,

One of the reasons why independent channels face discrimination, is that they create pricing competition, making it more difficult for large cable operators to charge high rates for their channels. For example in the RSN market, press reports indicate that Comcast Sportsnet West charged \$1.65 per subscriber per month (this figure was reported over two years ago, and thus presumably the rate is higher today),²⁷ Comcast Sportsnet Chicago charges \$3.00 per subscriber per month,²⁸ Comcast Sportsnet NY charges between \$1.70 and 1.75 per subscriber per month,²⁹ and Comcast's The Mtn. charges \$.75 per subscriber per month.³⁰ It should be noted that these are the rates paid by the operator – the consumer may pay a higher rate in order for the operator to profit.

Also of relevance to this proceeding, there are approximately 40 million African Americans in the U.S., representing nearly 14% of the population.³¹ Yet of the approximately 92 cable channels that have achieved the minimum threshold of 20 million homes required for breakeven and reliable Nielsen ratings, at most two target the African American community: TV One, which is owned by Comcast; and BET, which is owned by Viacom (and which has broadened its target market from African American to Urban). Independently-owned Black Family Channel had 16 million homes, could not secure further distribution, and ultimately failed. Independently-owned channels that are targeted to and/or owned by African Americans, such as Black Television News Channel, Career and Employment Channel, and others, have

²⁷ Sacramento Bee, *Satellite firms not yet suited up for Kings games*, by Clint Swett, November 4, 2004:

“An online newsletter published by the Rancho Murieta Association said Comcast had offered SportsNet West to that gated community's cable system for \$42,000 in the first year of a 10-year deal - \$1.60 per month for each of the 2,200 homes there. The figure, according to the newsletter, would increase by 5 percent in each subsequent year. The association declined to buy the programming - the only pay-TV operator to do so. A source with knowledge of Comcast's negotiations with SureWest verified the monthly \$1.60 per subscriber figure. Industry experts consider it a high price to pay for a network whose only significant draw is the Kings, with other offerings - from the Monarchs and college athletics to fishing and billiards - considerably less compelling.

“Fox Sports Net typically charges about \$2 per subscriber per month, said John Higgins, deputy editor at Broadcasting & Cable magazine. But in the San Francisco Bay Area, Higgins noted, that includes the San Francisco Giants, Oakland A's, Golden State Warriors, San Jose Sharks and Pacific-10 college sports.

“(SportsNet West is) essentially a one-sport network, so \$1.60 is a pretty full price,” Higgins said.”

²⁸ Cable360.net, *Regional Sports Networks: Cable's Ace in the Hole?* By Andy Grossman, July 17, 2006: *“[O]perators hav[e] to pay the highest license fees to RSNs this side of ESPN—anywhere from \$1-\$2 per subscriber to a reported \$3 per sub for Comcast SportsNet Chicago.”*

²⁹ Multichannel News, *Cablevision, Sportsnet: Game On*, By Mike Reynolds, March 23, 2006: *“Sources pegged the rate card for SNY -- which also offers sports-news telecasts, extensive New York Jets National Football League coverage, college sports and coverage of local events -- in the \$1.70-\$1.75 range per month.”*

³⁰ See http://www.sltrib.com/ci_6476814. (Salt Lake Tribune, *Nearly A Year After Launching, The Mtn. Is Still No Closer To Being Accessed By Satellite Viewers*, by Michael C. Lewis, 07/27/07. *“One report, in Broadcasting & Cable magazine last year, said the Mountain West was seeking 75 cents per subscriber - a princely sum, when compared to other networks.”*)

³¹ See http://en.wikipedia.org/wiki/African_American

failed to secure cable carriage.³² Thus, 2% of the channels which have achieved the first viability threshold, are specifically targeted to the African American community; while 14% of the population is African American. Further, of these 92 channels, *zero* are under African American ownership. These discrepancies indicate that the current environment stifles diversity.

Prior Research Studies

The ability of independent programmers to compete on the merits, has important implications for video competition, consumer pricing, consumer choice, diversity, and quality of content. A number of studies have confirmed discrimination against independent programmers. They include a GAO study, studies by independent researchers, our own study which covered a 2 ½ year period, as well as other filings. The following documents are incorporated by reference into this proceeding:³³

- Ownership Affiliation and the Programming Decisions of Cable Operators. Michael E Clements & Amy Abramowitz of the GAO.
- U.S. Government Accountability Office. Issues Related to Competition and Subscriber Rates in the Cable Television Industry. Report to the Chairman, Committee on Commerce, Science, and Transportation, U.S. Senate. October 2003.
- *Vertical Foreclosure in the U.S. Cable Television Market: An Empirical Study of Program Network Carriage and Positioning.* by Dong Chen and David Waterman. October 2005.
- Reply Comments of Consumer Federation of America and Consumers Union in MB Docket 05-192, dated August 8, 2005.
- MB Docket 05-192 Petition of The America Channel dated July 21, 2005.
- MB Docket 05-192, The America Channel filing dated November 8, 2005.
- MB Docket 05-192, The America Channel filing dated May 1, 2006.
- MB Docket 06-192, The America Channel filing dated November 29, 2006.

Some of the conclusions of these studies are set forth in Appendix A hereto.

Discrimination has harmed competition, diversity and the public interest. The market has not self-corrected and will not self-correct, and remedial measures and greater enforcement are required to encourage competition and prevent anti-competitive activity.

³² See http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6518013093 at page 42.

³³ Copies of the studies were already filed in MB Docket 06-192 and MB Docket 05-192.

II. PROGRAM CARRIAGE RULES

Shot Clock and Other Procedural Safeguards

Since enactment in 1992, the program carriage rules have never been formally adjudicated. Further, few independent programmers have come forward and filed complaints. One independent channel, MASN, came close. But MASN's emergency petition remained at the FCC for a year, and the FCC acted on the matter in the context of a merger transaction -- *Adelphia*.

One of the problems with the program carriage rules, is that there is no "shot clock" – no requirement that the FCC hear a complaint within any particular time. Faced with the likelihood of FCC inaction, combined with the real risk of retaliation by cable operators, and no independent channel would want to file with the FCC. Thus, the program carriage rules in their current form are not effective, and do not satisfy Congressional intent that there be an effective mechanism to protect independent voices and preserve the diversity of information sources, which Congress has stated is of the highest order of importance.

One way for the FCC to encourage a more competitive landscape, is to update the program carriage rules to provide for a clear process, for example *hearing and resolution within 60-90 days*. This in our judgment would satisfy Congressional intent. If small independent channels are going to undertake the difficult and risky program carriage complaint process, then at a minimum they must have assurance that *complaints will be heard in a timely manner*. The MASN process, with its shot clock as established in the *Adelphia Order*, is a good model.

In order to discourage frivolous claims, the Commission could require an independent programmer to pay the cable operator's costs if the claim is deemed frivolous, or even if the programmer loses.

With input from independent programmers, the Commission could also consider establishing certain minimum requirements that an independent programmer would have to meet, for example requirements that:

- (a) the programmer in the aggregate is at least two-thirds owned and operated by parties not affiliated with an MVPD or broadcast company and/or its affiliates;
- (b) the programmer's content or programming decisions are not controlled by an MVPD or broadcast company;
- (c) the programmer offers originally produced programming;
- (d) the programmer does not offer more than six (6) hours per day combined of infomercials, shopping programming and/or other programming to be determined in the rulemaking;
- (e) the technical quality of programming satisfies all applicable industry and governmental standards;
- (f) the programming offers redeeming social value;

- (g) the programming is of cultural significance;
- (h) the programming will not violate indecency and obscenity rules; and/or
- (i) any other criteria established in the course of the rulemaking.

Prima Facie Case of Discrimination

The NPRM seeks comment on whether the elements of a *prima facie* case should be clarified. Today, there are no clear guidelines on what constitutes a prima facie case of discrimination. A common perception among independent programmers, is that discrimination could only be proven if a cable operator's channel is identical to the independent channel being denied carriage. In our judgment such a standard would not make sense – it would penalize the most unique products, discourage creativity and diversity, and adversely affect competition and the public interest. The Commission should clarify that discrimination does not only occur when an MVPD owns a 24-hour channel with the exact same genre, demographics, programming, etc., as an independent channel.

We have noted herein the various methods that can be used to justify discrimination. If the top two cable operators decline to carry an independent network because that network has not yet launched, or has not yet closed on its funding, or has not secured “sufficient” additional carriage elsewhere, then that cable operator is imposing conditions on that independent programmer which are discriminatory because channels affiliated with the cable operator are not subject to the same conditions. The Commission should therefore clarify that any requirements imposed on independent channels before being considered for carriage, which are not similarly imposed on affiliated channels, are discriminatory. The Commission can then clarify that examples may include launch requirements, funding requirements, and “sufficient carriage” requirements, if the independent channel is able to demonstrate that such requirements are not similarly imposed on affiliated channels.

In a filing in this proceeding dated August 30, 2007, Black Television News Channel (BTNC) provided a thoughtful and well-reasoned “Scorecard” which the Commission could establish as a guide for evaluating complaints. We support BTNC's approach.

Nationwide Access Versus “Hunting Licenses”

The NPRM asks whether the Commission should adopt rules that expressly allow independent programmers to seek nationwide access directly from multiple system cable operators and, if so, how such a process would operate. Historically, top cable operators have granted nationwide or region-wide carriage to their own affiliated networks, while requiring independent networks to secure carriage via “hunting licenses” or negotiating directly with local systems. There are two problems with this approach. The first is that it imposes an onerous requirement on an independent programmer that is not imposed on an affiliated channel, and which unfairly impedes carriage. The second problem is that, in our experience, the decision-making process regarding carriage at the top cable operators has become centralized. Therefore local cable systems are no longer empowered to make independent programming decisions, as those decisions are made at the corporate level. Thus, the corporate office is effectively sending the

independent channel on a path that leads to nowhere. In our judgment the remedy would be to *enforce the program carriage rules, and provide a shot clock*. The Commission should conclude that if a large cable operator grants broad carriage to its affiliated channels, but requires independent channels to market to local systems, that would be one method of discriminating against an independent channel.

Arbitration

The NPRM also asks whether it should apply arbitration procedures to resolve leased access and program carriage disputes. This would certainly be a welcome outcome for independent channels, and we would direct the Commission's attention to the rules established in the *Adelphia Order* as a model for such procedures.

Relationship between Discrimination and A La Carte

Today, many independent programmers believe that mandated a la carte would adversely impact their ability to secure funding and produce programming. This is because independent programmers understand that, nationally, a network (whether affiliated or unaffiliated) needs at least 20 million homes (and sometimes much higher levels) to achieve reliable Nielsen ratings and approach breakeven, and 50 million homes to have a sustainable, profitable business.³⁴ (The same rules apply regionally pro-rata.) Investors also understand these facts, and are unwilling to fund any channel that cannot demonstrate clear paths to these important milestones.

But why are institutional investors in the cable industry not willing to simply bet on a product, and its potential value to consumers, just as they do in many other industries? Because other industries are characterized by free and fair competition. In cable, however, investors are fully aware of the gate-keeping power of vertically integrated MSOs like Comcast, and their incentive to keep independent channels off the air.

So the fundamental reason that a la carte is viewed with skepticism by many in the industry, is not because there is something inherently wrong with investors taking risks on products whose success depends on appeal to consumers (indeed that is how a freely competitive marketplace should work) -- but because investors know that the greatest determinative factor in success or failure of a product, is affiliation, and not merit or potential value to consumers. Thus, today investors are unwilling to fund independent networks unless they secure widespread carriage first – which has become increasingly rare for independent channels. Over the years, as discrimination has become more and more pervasive and

³⁴ In fact breakeven for some networks may be reached at much higher levels than 20 million homes. For example, the CEO of Comcast's affiliate TV One stated that the network was approaching breakeven, at 37 million homes. On March 29, 2007 he stated the following: "*TV One is now three years old, and we have yet to break even. But we're on the verge of breaking even.*" (*Multichannel News*, March 29, 2007, by Linda Moss, *Alliance for Diversity in Programming Formed*). On May 7, 2007, Cynthia Turner's *Cynopsis* reported that "*TV One's subscriber household base is now up to 37.9 million as of this month.*"

customary, investors have demanded greater and greater initial subscriber numbers and commitments before agreeing to invest. Thus, by engaging in more discrimination, the top cable operators successfully thwart any acceptance of a la carte. The irony is that the top cable operators have practiced discrimination against independent channels, while they advocate for diversity in opposing a la carte.

Creating a freely competitive environment in which affiliation is a non-factor in the success or failure of a product, could embolden investors to take risks, as they once did in the cable industry, and be willing to bet that an independent channel might succeed because it provides consumers with a better value than an affiliated channel – including in an a la carte world. Thus, providing remedies for abuse of gate-keeping authority can help pave the way to a more free market environment, including greater consumer choice, and more flexible packaging options.

Finally, as we stated earlier, 14% of the population is African American; but of the top 92 channels, *zero* are under African American ownership, and at most 2% target the African American community. These discrepancies have nothing to do with a la carte.

III. LEASED ACCESS

In 1992, the Commission established leased access as a method of promoting diversity. But leased access is not viewed by independent cable networks (whether national or regional), or the investors that fund them, as an effective means of growing a for-profit business. This is because the established model in the industry is that networks typically secure some form of license fee from cable operators, which funds operations including costs of production. Leased access requires cable networks to pay for carriage, and thus independent programmers are placed in the position of actually subsidizing the production costs of their competitors – the networks owned by cable operators. This puts independent channels at a severe disadvantage and is not an effective method for improving diversity or competition. Leased access may be an effective tool for local broadcasters (for example low power TV providers), and TV providers of special events in a local market. Generally speaking however, we ask the Commission to conclude that leased access is not an effective method for promoting diversity in cable, and that among other things reform of the program carriage rules is required in order to address that problem.

We respond herein to the Commission's questions regarding leased access rates. In response to our request, Time Warner provided us with their leased access terms. A review reveals that they are charging \$144 million per year, apparently for all of their digital subscribers, which we believed at the time to be approximately 7 million homes. Attached as Appendix C is our summary calculation of Time Warner's leased access rates.³⁵ Attached as Appendix D is a complete copy of Time Warner's leased access rates.³⁶ (Interestingly, this is close to the number (\$140 million) that Time Warner said they would have to pay as additional monies in order to place NFLN on a broadly distributed tier rather than a sports tier, and that the same would be prohibitively expensive for Time Warner.³⁷ If such amounts are prohibitive for a large

³⁵ Please see Addendum B attached hereto, which is our calculation of Time Warner's total leased access rates.

³⁶ Please see Addendum C – which is a copy of leased access charges that Time Warner provided to us.

³⁷ *Cable Operators Balking at NFL Network*, by Seth Sutel, The Associated Press, November 21, 2006.

conglomerate, then certainly such amounts cannot be affordable for a small, independent programmer.)

If we calculate that 50 million homes are required for long-term sustainability (as confirmed by statements of numerous affiliated channels, to the FCC),³⁸ then using Time Warner's numbers, the leased access rate that an independent programmer would have to pay to reach 50 million homes, would be approximately \$1.028 Billion per year.

Obviously, no network could survive under such a scenario. If we assume that Time Warner presented us with their standard leased access terms, then the leased access system is not usable.

As stated above, exacerbating the competitive disadvantage presented under a leased access scenario, is that affiliated channels, with whom independent channels must compete, receive payment from the cable operator. For example, a study of Kagan Research's Economics of Basic Cable Networks 2006, 12th Annual Edition, concludes that Comcast receives an average of 13.0¢ per subscriber per month for each of its channels, and Time Warner receives an average of 25.9¢ per subscriber per month for each of its channels.³⁹ If we multiply these monthly receipts by 12 months and 50 million homes in order to generate an equal comparison (though a number of Comcast and Time Warner networks reach closer to 90 million homes), then Comcast and Time Warner would receive about \$78 million and \$155.4 million in annual license fees, respectively, for each channel. It is therefore easy to understand why MVPD-affiliated channels do not use leased access, and why MVPDs argue that leased access should be the appropriate exclusive forum to remedy any harm to diversity.

We note that both Time Warner and Comcast generally replied within 15 days. We also note that Time Warner's proposal appears to be at least in large measure for access to digital subscribers only. The FCC's rules are currently unclear as to whether a leased access provider can demand placement on the basic premium tier as opposed to a more expensive tier.

With respect to Comcast, we also asked them for their leased access terms. Initially Comcast informed us that they are a holding company, and that we would have to approach each of their 250+ systems individually. After further communication, Comcast provided us with documentation filling a box weighing 29 lbs. We will provide the Commission with a scanned copy of these materials later.

While leased access does not provide cable programmers with a sustainable model, if we are to improve the leased access program so that cable programmers might use it on a temporary basis, then one possible solution would be to construct an economic model which tracks advertising avails which in a carriage agreement would be given to the cable operator. Traditional ad-based network scheduling provides for about 16 minutes per hour of advertising time, 3 minutes of which is typically given to the cable operator under carriage agreements. As such, we can estimate that the cable operator receives 18.75% of the ad avails; or, stated another way, 18.75% of the advertising revenue. If we assume that typical networks generate roughly 55% of their revenue from advertising; that the other 45% derives from license fees and

³⁸ As we reported in our filing in MB Docket 05-192 dated July 21, 2005.

³⁹ The America Channel filing in MB Docket 05-192, November 8, 2005.

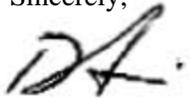
other revenues; and that a typical network in 50 million homes generates about \$250 – 300 million dollars in annual revenue, then we can extrapolate that the ad avails given to the cable operator in a non-leased access scenario would be worth roughly \$25.78 – 30.93 million. Based on this model, a reasonable leased access price for 50 million homes, should be in the range of \$25 – 31 million per year, or between \$0.50 and \$0.61 per subscriber per year. Or, the cable programmer should be charged roughly 18.75% of the ad revenue it generates.

In quoting leased access rates, the cable operators have claimed that their cost is high and they must charge networks accordingly. But when compared with other services provided to independent channels, the leased access charges are quite high. Other technical services are significantly lower. For example, we sought pricing information from several vendors, for a full suite of services to deliver the signal to the cable head end – including fiber delivery to the uplink center, ad avail insertion, trafficking and network management, uplink, satellite and transponder capacity lease, and delivery to the cable head end. Estimates we received for such services, on a national basis, are in the range of a total of \$600,000 to \$1.2 million per year. This includes a healthy profit to the service provider. This suggests that cable operators' inference that \$1 billion per year for 50 million homes represents true cost, is not accurate. An alternative pricing structure for leased access, would be a regimen under which the attributed costs would not exceed \$1.2 million per year.

The 1992 Cable Act required the Commission to establish reasonable rates, and reasonable terms and conditions concerning leased access. The Commission therefore has the authority and indeed the obligation to establish rates and terms that are usable by independent programmers.

Thank you for your consideration of these matters.

Sincerely,



Doron Gorshein
CEO and President
The America Channel, LLC

APPENDIX A CONCLUSIONS FROM VARIOUS STUDIES

The GAO study reached the following conclusions:

“Our model results indicate that ownership affiliation does influence the carriage of cable networks, as both broadcaster affiliation and cable operator affiliation are associated with a greater probability of a cable network being carried on a cable franchise.”

“Holding constant certain other factors that might influence the likelihood of a cable network being carried by a cable operator—such as the popularity of the network or the type of programming the network carries—we found that operators were more likely to carry cable networks that were majority-owned by either cable operators or by broadcasters than to carry other cable networks.”⁴⁰

The Chen and Waterman study similarly concluded that the top cable operators engaged in vertical foreclosure of several programming networks which directly compete with networks owned by these MSOs.

“In each of the four network groups studied – basic outdoor entertainment, basic cartoon, basic movie and premium movie networks – vertically affiliated networks were almost uniformly favored by Comcast [and] Time Warner... in terms of higher carriage and/or more frequent positioning on analog program tiers that are more widely available to consumers. In a majority of cases, unaffiliated networks that we identified to be rivals to these integrated networks were carried less frequently and they were more often placed on limited-access digital tiers.”

“Exclusion of rival networks reduces the amount and the variety of information that is available to the public. Such a reduction in the diversity of opinions (e.g., in the case of cable news networks) can in itself be a concern from a broader social point of view, as evidenced by a history of federal legislation, FCC rulings and other constraints on media firms.”

“...[V]ertical foreclosure remains a persistent phenomenon in the U.S. cable television industry -- in spite of great increases in channel capacity and digitization, as well as competition from DBS.”⁴¹

Also consistently, the Clements & Abramowitz study concluded the following:

⁴⁰ U.S. Government Accountability Office. Issues Related to Competition and Subscriber Rates in the Cable Television Industry. Report to the Chairman, Committee on Commerce, Science, and Transportation, U.S. Senate. October 2003.

⁴¹ *Vertical Foreclosure in the U.S. Cable Television Market: An Empirical Study of Program Network Carriage and Positioning.* by Dong Chen and David Waterman, October 2005.

“Most importantly for this research, we also find that cable networks affiliated with either a cable operator or a broadcaster are significantly more likely to be carried than are independently owned cable networks.”

“When a cable operator owns a cable network... that network is 27.8 percentage points more likely to be carried by the cable operator than an unaffiliated cable network; our model predicts that cable owned networks are carried 72.4 percent of the time compared to 44.6 percent of the time for unaffiliated networks.” [Phrased differently, a cable-operator owned network is 62.3% more likely to be carried than an unaffiliated network.]

“These results can also indicate the foreclosure of competition in the upstream cable network market, as independent cable networks are less likely to be carried than are affiliated networks.”⁴²

⁴² Ownership Affiliation And The Programming Decisions Of Cable Operators. Michael E Clements & Amy Abramowitz of the GAO

APPENDIX B
SUMMARY RESEARCH FINDINGS

(Excerpted from America Channel filing dated May 1, 2006 in MB Docket 05-192.)

A. SEVERE DISCRIMINATION

The two largest cable operators have demonstrated a pattern of abuse of gate-keeping authority, by restricting market entry and preventing competition from better and cheaper independent channels. Regarding the real issue before the Commission -- the public interest question -- we summarize some of the statistical evidence previously provided to the Commission:

- **91 of the top 92 cable channels studied secured carriage from both Comcast and Time Warner.**
- **1 of the top 92 secured carriage from one of Comcast or Time Warner -- but it also secured carriage from Adelphia.**
- **Not a single cable channel** was able to reach the critical first viability milestone of 20 million homes, without 2 of the 3 transacting parties. After the Adelphia transaction, it will therefore be empirically impossible for an independent cable channel to be viable without both of Comcast and Time Warner.
- **Post-Adelphia, Comcast and Time Warner will serve consumers in 23 of the top 25 markets (DMAs) and 38 of top 40 DMAs.** The top 25 DMAs contain nearly half of US television households. More importantly, they are disproportionately valued by advertisers. Nearly 60% of all TV advertising spend is placed in these 25 markets, which means that advertisers spend 20% more to reach each household in these top markets than they do the average household. (The top 11 DMAs, all of which are served by the transacting parties, receive 33% more advertising per household). Foreclosure from top markets cripples a network's ability to sell advertising and puts network survival in doubt. Comcast and Time Warner, because of their size and dominance of top television markets, wield unreasonable power over network survival. Carriage by both operators is required for the success of any advertising supported network. Their market power to kill competitive, independent networks vastly exceeds their market share, and will increase with the proposed dissolution of Adelphia.
- Over a 2 ½ year study period, less than 1% of independent channels secured national, non-premium carriage at either Comcast or Time Warner (1 out of 114 independent channels), and only 7% of independents received any kind of local carriage by either operator. In contrast, Comcast and Time Warner granted carriage to nearly two-thirds (63%) of affiliated channels which launched during the study period.
- Overall, 95% of networks affiliated with an operator or broadcaster received carriage of some kind vs. 13% of independents.
- Affiliated networks launching during the study period also achieved considerably greater distribution than independents – **11x greater on a median basis, and more than 2x greater on a mean basis.**
- **Researchers from the GAO found that overall, networks owned by a cable operator are 62% more likely to be carried than unaffiliated networks.**

Comcast and Time Warner have economic incentives to discriminate against independents:

- Independent networks compete against affiliated networks for carriage, advertising dollars, tier placement and asset appreciation.
- New, cheaper independent channels create downward pricing pressure on affiliated channels. Time Warner for example derives 28.6% of its revenue from cable subscriptions, but 40% from its channels – so it has a strong incentive to prevent access by better and cheaper independent channels.
- The value to an operator of carrying an independent network, even a network who gives partial ownership to the operator in exchange for carriage and shares advertising revenue with the operator, cannot approach the value of carrying a channel which is owned completely – 100% of the equity and revenue of an affiliate, versus 5% of an independent.
- Independent channels are direct competitors to cable-affiliated channels on several fronts -- For viewers, ad dollars, technical capacity, and the asset value is independently owned. New independent channels also create downward pricing pressure on affiliated channels. The availability of independent channels promotes competition, better consumer pricing, greater consumer choice, and improves diversity of ideas and the national discourse. It is therefore clear why the top cable operators have a severe disincentive to carry new independent channels.

B. EXCLUSION OF INDEPENDENT CHANNELS LEADS TO HIGHER CABLE PRICES

- Cable rates have risen 86% in the last 10 years. This is only matched by one other consumable.
- A study of 123 channels in Kagan Research's annual report concluded that **channels affiliated with MVPDs charge license fees that are 225% greater than those of independent channels**, and *increase* these fees at a faster rate than independents.
- Time Warner derives 40% of its operating income from its affiliated channels, and therefore has an interest in protecting increasing rates for those channels.

Average license Fees

- The average license fee in 2005 for networks **affiliated** with MVPDs is **225% greater** than the average license fee for independent networks.
- The average 2005 license fee for networks (excluding ESPN) that are **affiliated** with a media company is **161% greater** than the average 2005 license fee for independent networks.
- Including ESPN, the average 2005 license fee received by networks affiliated with a media company, is **203% greater** than that for independent networks.
- The average 2005 license fee for **Time Warner** owned networks is **341% greater** than the average 2005 license fee for independent networks.
- The average 2005 license fee for **Comcast** owned networks is **121% greater** than the average 2005 license fee for independent networks.

License Fee Increases, 2002 to 2005

- Over the past three years (2002 to 2005), the license fees charged by networks affiliated with an MVPD or broadcaster increased more, on average, than did the fees charged by independent networks.
 - The average license fee increase from 2002 to 2005 for a network **affiliated** with an MVPD **was 88% greater** than that of an independent network.
 - The average license fee increase for a **Time Warner** affiliated network was 5.1¢, **more than double** that of an independent network.
 - The average license fee increase for a **Comcast** affiliated network was 3.3¢, **more than 30% greater** than that of independent networks.
 - Excluding ESPN (which posted the highest increase in license fees), the average license fee increase for a network **affiliated** with any media company (MVPD or broadcaster) was **40% greater** than that of an independent network. The percentage was higher when including ESPN.

APPENDIX C

QUOTES FROM INDEPENDENT PROGRAMMERS (identities withheld):⁴³

A few independent programmers provided us with quotes for our filing, regarding the challenges they face, with the understanding that we would not reveal their identities for fear of retaliation. Some of these programmers would be willing to speak directly to the Commission, if the Commission would protect their identities similar to the manner in which the FTC conducts such investigations. Below please find their statements:

1. *“There is no question that an MSO-owned network receives very strong preferential treatment. In our case, the only network that is considered a direct competitor is owned by a large MSO. Our network has been evaluated by other major MSO's based upon quality, customer demand, market dynamics, and other relevant factors, resulting in multiple market launches. However, our competitor's parent MSO has relied on delay tactics to deny any meaningful dialogue regarding a possible launch. This is unreasonable, considering this MSO services 4 out of our top 10 demographically relevant DMA's in the country. Despite this strong consumer base, we are not launched in any of these areas, providing the MSO-owned network monopolistic distribution. How is this a level playing field?”*
2. *“It is probably the most pressing issue that we face as independent programmers. The large media companies hold all of the cards and can exclude us from their businesses and access to consumers very easily.”*
3. *“Our independent network was informed that carriage would be considered if we were willing to give up at least 20% of our business in exchange for the distribution. Ironically, the quality of the programming and appeal to subscribers wasn't nearly as important as the equity. Something is broken when the quality and desirability of the product, namely programming, is not the key deciding factor in gaining carriage, but rather paying an entry fee in the form of a percentage of your company. I've never heard of a legal business in the United States where an open demand for a large percentage of your business is considered a norm in order for your business plan to work.*

“I've been directly informed from a key programming representative at one of the largest cable companies that the policy is to “not grant access to independent programmers”. Their feeling is that independent programmers shouldn't have the right to become profitable entities by gaining traction on their cable system. The MSO doesn't want to launch any new networks unless they own the network. Any subscriber requests are ignored unless the ground swell is excessively large and can cause the MSO pain. It's nearly impossible for emerging networks to create such ground swell. Unfortunately for the subscriber, those most passionate about creating quality programming for the end customer are the independent entrepreneurial programmers, not the mega MSOs.

⁴³ Previously filed in MB 06-192, November 29, 2006, The America Channel.

“The mega MSOs don’t want to launch any new networks unless they directly own them. The smaller MSOs are forced by the large media companies to carry all their channels, leaving no space for the independent programmers. The only hope for the independents is for the telcos, who have given fair consideration to the independents, to be successful.”

4. *"Distribution is our lifeblood. Without access to a meaningful number of homes we have no way to drive subscriber and ad revenues. My high quality and reasonably priced independent sports network is primarily relegated to poor performing sports tiers that the top MSO's overprice, undermarket and thinly package. These tiers average about 5% digital penetration. In Manhattan, where we count on clearance for advertiser exposure, my network is subscribed to by less than 2% of the digital homes after two years of carriage. What is particularly troubling is the practice of placing an MSO's owned networks on broader penetrated packages (such as Golf Channel, Versus and the Mountain West Sports Network). This is a classic case of the dark side of vertical integration."*
5. *“I am trying to get the phone companies to give me distribution as they are competing with cable, but Verizon is only in 552,000 households (IPTV)... and AT&T has not launched.... I believe that [we] will have to offer an equity stake to get one or more of the cable companies to step up and I am willing to do that if that is what it takes. The cable companies have a monopoly and it does not look like that is changing even with the phone companies coming in.... companies like ESPN...keep adding channels and channels on all the cable companies and they’re giving it to them.”*
6. *"I offered my concept to a major MSO several years ago. They told me point blank: "This is the best idea we've ever heard of" and that ours was definitely "the first company to approach [them] with this concept". We asked them to invest and they declined, recommending that we first get our funding elsewhere and then come back to them. We asked them for a commitment for distribution and they told us to get carried by someone else first and then come back to them. A year ago we lined up a launch piggybacking on another service, hopeful that this would finally convince the large MSO to back our effort. But at the 11th hour an anonymous "hand" stepped in and pulled the plug on us. It was an MSO. Then, this past year the aforementioned large MSO launched their own service in the same exact genre in competition with us. That was theft of intellectual property, and monopoly power at its worst. I hope our legislators and regulators are listening."*
7. *"Without vigorous enforcement of the Commission's rules, incumbent cable operators will act on their incentives and ability to favor their affiliated programming at the expense of independent programmers."*
8. *“A VP at a top cable operator told us that they are obligated to carry their own channels even if they don't believe it is good for the customers on that system. Another VP at that cable operator told us that they will carry their own affiliated channel over independent channels. We were informed by a top cable operator, that they could not launch us on their systems because they were told by another top cable operator that they could not do so... before the Adelphia merger went through.*

APPENDIX D

SUMMARY CALCULATION OF TIME WARNER'S LEASED ACCESS TERMS

APPENDIX E

COPY OF TIME WARNER'S LEASED ACCESS RATES

ATTACHMENT B - TIME WARNER LEASED ACCESS RATES (calculation prepared by The America Channel)
(in U.S. Dollars)

SYSTEM	YEARLY	MONTHLY	DAILY
Albany	411,852		34321
Austin			164250
Fredericksburg			2190
Bartlett			314
Florence			80
Corning			2184.15
Elmira			4217.8
Binghamton			11915.81
Homell -			2032.49
Jamestown			9817.58
Oneonta			8140.08
Sayre			3220.62
Buffalo			27,894.22
Dunkirk			2055.77
Westfield			3055.81
Olean			6840.52
WNY Suburban			101101.68
Charlotte			86790.59
Rickingham			5890.98
Gaston			18795.73
Monroe			\$13,554
Shelby			\$9,560.60
Albrmarle			\$13,553.99
Metrolina			\$6,101.42
Salisbury			\$9,475.93
Camp Welsey			\$132.70
Mooresville			\$17,776.29
Wilmington			\$31,693.14
Newport			\$17,610.94
Jacksonville			\$10,237.67
Elizabethtown			\$2,751.66
Greensboro West			\$62,869.43
Greensboro East			\$93,506.44
Hawaii system 1			\$149,779.00
Hawaii system 2			\$100,069.00
Hawaii system 3			\$8,330.00
Hawaii system 4			\$8,091.00
Hawaii system 5			\$18,941.00
Hawaii system 6			\$8,348.00
Houston			\$120,528.73
Kansas City			\$96,042.63
Los Angeles - Anaheim			62,420.07

Los Angeles - Edwards	\$19,838.95
Los Angeles - Inglewood	\$31,912.38
Los Angeles - Hacienda Heights	\$71,029.39
Los Angeles - Clairmont	\$10,818.91
Los Angeles - Compton	\$16,702.50
Los Angeles - Corona	\$31,352.00
Los Angeles - Costa Mesa	\$16,569.37
Los Angeles - Covina	\$14,177.48
Los Angeles - Cypress	\$14,290.78
Los Angeles - Diamond Bar	\$48,796.57
Los Angeles - Downey	\$21,052.12
Los Angeles - East San Fernando	\$71,029.39
Los Angeles - Glendora	\$49,617.13
Los Angeles - Redondo Beach	\$53,831.58
Los Angeles - Hollywood	\$58,103.23
Los Angeles - Inland Empire	\$134,188.20
Los Angeles - Lake Elsinore	\$40,113.30
Los Angeles - Lakewood	\$13,826.59
Los Angeles - Metro L.A.	\$127,812.96
Los Angeles - Orange County	\$48,150.00
Los Angeles - San Pedro	\$16,189.13
Los Angeles - Santa Ana	\$75,710.67
Los Angeles - Santa Clarita	22380.58
Los Angeles - South Bay	\$24,300.00
Los Angeles - Tujunga	\$10,558.00
Los Angeles - Tustin	\$14,561.27
Los Angeles - Agoura	\$99,394.36
Los Angeles - West Valley	\$44,700.00
Bowling Green	9698
Findlay	18,255
Lima	20982
Ada	1017.8
Ashley Corner	338
Athens	407
Bainbridge	91.2
Beverly	2257.25
Bluffton	649.32
Bryan	1059.7
Canaan	568.47
Canaan Rebuild	178
Carey	506.83
Chillicothe	4231.17
Comercial Point	324.22
Defiance	3075.6
Deshler	310.47
Edon	99.73
Greenfield	747.5

Hannibal	461.17		
Hide a Way Hills	285.33		
Jackson	3234.07		
Jackson - City	921.92		
Jasper	396.80		
Logan	1768.3		
Marion	6765.47		
Matamoras	282.58		
Minster	13064		
Napoleon	1534.05		
New Holland	255.3		
Oakland	804.64		
Paulding	457.9		
Pioneer	130.64		
Rio Grande	77.5		
Van Wert	1669.15		
Versailles	649.15		
Washington Courthouse	3592.88		
Waterville	3338.42		
Wauseon	2630.1		
Waverly	860		
Columbus	49308		
Richlands, VA	4003.27		
Ft. Benning, GA	346.16		
Claremore, OK	327.11	2719450	32633400
Ashland, KY		234.36	
Ashland, KY		\$105	
Ashland, KY		\$234	
Chase City, VA		\$18	
Chillicothe, MO		44.88	
Claremore, OK		\$11	
Clarksburg, WV		\$352.05	
Coeur D'Alene, ID		\$379	
Corinth, MS		\$34	
Cullman, AL		\$146.92	
Cullman, AL		\$17	
Dothan, AL		145.11	
El Centro, CA		245.58	
Enterprise, AL		\$149	
Evanston, WY		\$26.98	
Fort Benning, GA		\$28	
Friday Harbow, WA		\$19	
Ft. Payne, AL		\$50	
Georgetown, KY		105.38	
Greenwood, MS		\$127	
Gunnison, CO		52.13	
Harrodsburg, KY		\$22	

Kennett, MO	\$70
Libby, MT	6.06
Libby, MT	35
Libby, MT	\$4
Liberal, KS	63.48
Madison, IN	\$90
Marshall, MO	60.31
Morehead, KY	17.73
Morehead, KY	106.58
Morehead, KY	\$7
Morehead, KY	5.68
Morehead, KY	\$22
Morganfield, KY	54.61
Mountain Home, ID	\$61
Newburgh, IN	30.73
Nicholasville, KY	261.25
Nicholasville, KY	\$40.80
Nicholasville, KY	\$16
Nicholasville, KY	92.87
Owensboro, KY	9.15
Owensboro, KY	331.88
Pontotoc, MS	8.4
Prichard, WV	2.96
Pryor, OK	26.21
Pullman, WA	203.52
Pullman, WA	22.11
Richlands, VA	87.38
Richlands, VA	148.72
Richmond, KY	35.73
Richmond, KY	137.66
Richmond, KY	12.8
Richmond, KY	27.02
Richmond, KY	308.59
Rockport, IN	7.95
Rockport, IN	
Rockport, IN	6.43
Rockport, IN	5.82
Rockport, IN	2.83
Rockport, IN	5.74
Susanville, CA	19.62
Susanville, CA	59.39
Telluride, CO	23.83
Terre Haute, IN	347.57
White Sulphur Springs, WV	108.55
White Sulphur Springs, WV	1.91
White Sulphur Springs, WV	0.68
White Sulphur Springs, WV	4.95

White Sulphur Springs, WV		20.08
White Sulphur Springs, WV		7.72
Winchester, KY		37.76
Winchester, KY		14.83
Winchester, KY		14.29
Winchester, KY		34.99
Winchester, KY		12.35
Winchester, KY		36.28
Winchester, KY		85.32
Winchester, KY		45.27
Winchester, KY		77.57
Yuma, AZ (total national div.)	188809.5	358.5 6293.65 x 3
Nebraska System	43849.1	
Augusta	\$15,325.43	
Bangor	\$16,751.70	
Castle Hill	\$333.55	
Easton	\$162.52	
Greenbush	\$115.36	
Lincoln	\$566.56	
Madawaska	1821.68	
Mars Hill	\$160	
Milo	\$462.07	
New Sharon	\$152.92	
N. Anson	\$1,372.15	
Portage	\$37.85	
Rangely	\$145.96	
Searsmont	\$39.61	
Sebago	\$12,269.05	
Temple	\$69.00	
Aroostook System, ME	\$3,114.00	
Keene, NH	\$5,389.00	
Berlin, NH	\$2,502.00	
York and Cumberland, ME	\$36,698.00	
NYC - Hudson Valley	\$24,269.93	
Queens	\$83,911.99	
Manhattan	\$84,298.29	
Bergen	\$10,887.82	
Staten Island	\$16,603.88	
Mt. Vernon	\$2,287.02	
Cleveland, OH	\$6,421,939.00	
Youngstown, OH	\$17,219.10	
Erie, PA	\$11,147.79	
Cleveland, OH (former Adelphia)	\$175,836.64	
Erie, PA (former Adelphia)	\$15,732.69	
Cleveland (former Comcast)	38273.48	
Dallas, TX	\$176,959.78	
Commerce, TX	\$1,210.73	

Greenville, TX	\$1,486.43	
Graham, TX	\$1,202.80	
Palestine, TX	\$2,714.60	
Farmersville, TX	\$297.80	
Fayetteville, NC	\$48,286.20	
Raleigh, NC	\$105,930.01	
Durham, NC	\$43,603.80	
Rochester, NY	\$51,530.11	
San Antonio, TX	\$164,246.00	
San Diego, CA	\$70,934.36	
Desert Cities, CA	\$42,422.15	
Desert Cities, CA	\$38,377.65	
Banning	\$3,998.18	
Barstow	\$2,465.11	
Optel	\$3,012.65	
Yucca Valley	\$2,742.76	
Desert Hot Springs	\$2,840.46	
Columbia, SC		\$3,021.79
Sumter		1404.07
Orangeburg		\$1,149.04
Myrtle Beach		\$1,504.75
Surfside Beach		\$1,320.89
Georgetown		\$1,026.44
Summerville		\$1,310.05
Florence		\$1,479.16
Hilton Head		\$282.45
Hartsville		\$93.04
Laurinburg		\$100.43
Browns Ferry		\$7.41
Debordieu		\$0.40
Sampit		\$8.34
Cheraw		\$32.12
Mullins		\$101.17
Lakeview		\$7.89
McLellanville	385526.4	\$1.44 12850.88 t
Laredo	12470.91	
Wichita Falls	10318.05	
El Paso	43481.42	
Rio Grande	52416.28	
Del Rio	3610.83	
Eagle Pass	6930.5	
Uvalde	2418.37	
South Central	3303.01	
Kerrville	4507.61	
Port Arthur	35932.31	
Vidor	7117.1	
Winnie	406.11	

Corpus Christi		36717.58	
Ithaca, NY		3774.57	
Champlain		1412.29	
Cortland		4237.66	
Ilion		5948.96	
Carthage		5599.4	
Malone		2334.16	
Massena		3025.17	
Ogdensburg		2415.71	
Potsdam		5010.51	
East (Oneida)		16802	
Syracuse		29353.45	
Norwich, NY		\$1,955.66	
Utica		\$19,180.35	
Auburn		\$5,001.56	
Saranac Lake		\$3,373.80	
Cincinnati, OH		\$124,182.17	
Dayton, OH		\$113,678.26	
Waco		\$41,138.00	
Greenfield, WI			3021
Appleton, WI			1957
Marinette, WI			139
Milwaukee, WI (Total WI)		304890	5046 10163 tota
TOTALS	144176845	12014737.18	

270 North 13th
Stanford, CT 06902
Tel 203 379 4665
Fax 203 379 4224
garcia@tbc.cable.com

Gary R. Matz
Vice President and Chief Counsel, Regulatory



September 27, 2006

Via Federal Express

Ms. Kathleen Wallman
9332 Ramey Lane
Great Falls, Virginia 22066

Re: The America Channel Request for Leased Access Information

Dear Ms. Wallman:

I am in receipt of your recent letter wherein you request information on behalf of your client, The America Channel ("TAC"), regarding leased access opportunities on systems operated by Time Warner Cable ("TWC").

We have undertaken to compile the requested information from all systems operated by TWC, even though the FCC has ruled that, because relevant leased access information is calculated and maintained locally on a system-by-system basis, cable operators are under no obligation to respond to a request for leased access information sent to corporate headquarters, but rather can insist that such requests be directed to individual systems. While we believe this response is complete, based on current information from TWC divisions, if we subsequently receive relevant information that may have been omitted inadvertently, we will update this letter accordingly.

In the event that TAC obtains leased access capacity from TWC pursuant to Section 532(b), TWC will make available up to one full-time leased access channel on each TWC system, subject to prevailing circumstances and legal obligations at the time of TAC's actual launch, which we understand will not be before the second calendar quarter of 2007. Per your request, we are enclosing TWC's model leased access contract.

The system-by-system leased access rates for carriage on a tier actually used by most subscribers and with a subscriber penetration of more than 50 percent are also attached. For any system with digital tier penetration in excess of 50 percent, we have tentatively concluded that any new leased access programming would be offered on that tier. In all other situations, we are providing the current leased access rates for both the analog basic and analog "standard" or "CPST" tiers offered by TWC, both of which have achieved penetration in excess of 50 percent. We note, however, that so long as the 50 percent penetration requirement is satisfied, tier placement and channel positioning is at the discretion of the cable operator, and we reserve the right to defer any final decisions in that regard until such time as we might be required to launch any new leased access programming. Moreover, the attached rates have been calculated for 2006, and TWC has the right to revise its leased access rates in 2007 to reflect any annual cable rate and programming cost adjustments.

Ms. Kathleen Wallman
September 27, 2006
Page 2

As to your request for technical and studio costs, based on the description of the TAC service that you have provided, it does not appear that TAC would require use of any TWC studio facilities or programming playback assistance. Thus, we will need detailed information regarding TAC's plans for delivering its signal to the TWC systems in order for us to determine, on a system-by-system basis, whether any technical support fees would apply. Once you are able to provide us with additional information about how you propose to deliver the programming to TWC, we can then advise you of any technical support fees.

This response is provided without waiver of any of TWC's rights, remedies, or defenses. Should you require anything further, please feel free to contact me, and I will either respond directly or forward your inquiry to appropriate local TWC system personnel.

Very truly yours,



Gary R. Matz

Enclosures

CHANNEL LEASE AGREEMENT

This Agreement is entered into as of _____, by and between
_____ ("Lessor") and _____ ("Lessee").

RECITALS

A. Lessor operates a cable television system serving the community of
_____ (the "System").

B. Lessee desires to distribute cable television programming (the
"Programming") on the System pursuant to Section 612 of the Communications Act and
subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants
contained in this Agreement, Lessor and Lessee agree as follows:

AGREEMENT

1. **Use of Channel.** Lessor will distribute Lessee's Programming as set out
in Schedule A to this Agreement ("Schedule A"). Ownership and control of any and all
channels on the System (and the signal distribution capacity contained within the
bandwidth of such channels, including the vertical blanking interval) shall at all times be
and remain with Lessor. Lessee shall have no right to any particular channel or to any
rights or priorities for further or future access to the System, and Lessor expressly
reserves the right at any time and from time to time, upon reasonable notice to Lessee, to
cablecast Lessee's programming on a different channel. Lessor may without limitation
enter into agreements for the use of its channels by others or make use of any channel
time reserved by Lessee during any time when Lessee fails to provide programming for
such channel that complies with this Agreement.

2. **Term of Agreement.** The term of this Agreement shall begin on
_____ and shall end on _____ unless terminated sooner
pursuant to Section 11 below.

3. **Technical Requirements.** Except for technical support provided by
Lessor pursuant to Schedule A, Lessee shall be responsible for supplying all facilities
necessary to deliver its programming to the System's distribution or headend facilities.
Lessee shall ensure that neither Lessee's access hereunder nor its use of any equipment in
connection therewith shall impair or interfere with the quality of any audio, video or data
signals cablecast by Lessor, any of its other licensees, or other authorized users. Lessee's
programming shall meet reasonable production standards which will not be any higher
than those applied to public, educational and government access channels.

0. **Indecent Programming.** Lessor may refuse to transmit any leased access program or portion of such a program that contains indecent materials.

5. **Financial Terms.**

(a) **Fee for Channel Use.** Lessee agrees to pay a fee for the use of the System in accordance with the payment schedule set out in Schedule A. Lessor may change the lease rate from time to time upon thirty days' notice to Lessee. Without prejudice to any of Lessor's rights under the terms of this Agreement, or at common law or equity, Lessor may terminate this Agreement at any time if Lessee fails to make any payment required hereunder when due.

(b) **Security Deposit.** Contemporaneously with the execution of this Agreement, or on such other date as shall be mutually agreed, Lessee shall pay to Lessor a security deposit as set out in Schedule A.

6. **Warranties of Lessee.** Lessee hereby represents and warrants its compliance with the following conditions. These representations and inducements are material inducements to Lessor to enter into this Agreement, and Lessee's rights under this Agreement shall be dependent on its compliance with these conditions:

(a) **Authority to contract.** Lessee has the right and authority to enter into this Agreement and to perform its obligations hereunder. Lessee is unaffiliated with Lessor within the meaning of Section 612 of the Communications Act.

(b) **Objectionable Programming.** No programming provided by Lessee will be obscene.

(c) **Program Content.** Lessee shall be solely responsible for program content. Lessee hereby warrants and represents that its Programming complies in every respect with every applicable federal, state, and local statute or law, and does not infringe the personal rights or the property rights of any person. By way of example and not by way of limitation, Lessee warrants that its Programming does not violate copyright laws or other laws protecting intellectual property and that all necessary copyright clearances have been obtained (including synchronization rights and music performance rights); does not infringe any trademark, trade name, service mark, or any other property right; does not contain libelous or slanderous material; and does not constitute invasion of privacy, incitement, obstruction of law enforcement, or create a danger of injury to persons or property.

(d) **Regulatory Compliance.** Lessee shall comply with every applicable federal, state and local statute or law, including without limitation (i) all such laws relating to false and misleading advertising (ii) the franchise under which the System operates; and (iii) FCC requirements, including Part 76, Subpart G of the FCC Rules.

(e) **Permits and Licenses.** Lessee shall obtain, at its own expense, any local, state or federal permits, licenses or other authorizations required for its promotional materials and the transmission of its Programming, including without limitation (i) all necessary arrangements with copyright holders, sponsors, music licensing organizations (including obtaining any and all music performance rights for all performances through to the subscribers), and performers' representatives; and (ii) compliance with all applicable charitable solicitation registration requirements.

(f) **Compliance Documentation.** Upon Lessor's request, Lessee shall promptly furnish to Lessor all information with respect to Lessee's programming which may be necessary or useful to Lessor to determine Lessee's compliance with this Agreement in general and, in particular, with subparts (c), (d) and (e) above, or that may be necessary for the preparation of any reports or other documents that Lessor may be required or requested to file with any federal, state or local governmental authority or agency. Failure or refusal to provide evidence of compliance, shall constitute a material breach of this Agreement.

(g) **Subscriber Information.** Lessee will not, without Lessor's prior written consent, obtain access to or use or disclose information concerning Lessor's subscribers, or subscribers of Lessor's affiliates, whether the information concerned is "personally identifiable information" (as described in Section 631 of the Cable Act) or not, and will not engage in any direct mailing or telephone solicitation to Lessor's cable television subscribers, or subscribers of Lessor's affiliates.

(h) **Affiliation.** Lessee is unaffiliated (within the meaning of Section 612(b)(1) of the Cable Act and related regulations) with Lessor or with any affiliate of Lessor.

7. **Warranties of Lessor.** Lessor hereby represents and warrants that it has the right and authority to enter into this Agreement and to perform its obligations hereunder and that the person executing this Agreement on behalf of Lessor has been authorized to do so by Lessor.

8. **Indemnification.** Lessee shall indemnify, defend and hold harmless Lessor and its affiliates, and all officers, directors, partners, agents, shareholders and employees of each such entity from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses of defending claims or litigation) or other injury or claim of injury arising, directly or indirectly, from or related to:

- (a) Lessee's use of the System pursuant to this Agreement;
- (b) Breach by Lessee of any representation, warranty, covenant or other provision of this Agreement;

(c) Any claims which may be made by any governmental body or agency or any person or entity (including, but not limited to, Lessee or Lessee's agents or employees) in connection with Lessee's Programming or use of the System;

(d) Any injury to any person (including without limitation Lessor's agents, employees, or invitees) or damage to any property (including without limitation Lessor's equipment or other assets) resulting from Lessee's use of the System;

(e) The content of Lessee's programming and/or Lessor's use and delivery thereof;

(f) The violation of the rights of any third party, including without limitation any claims based on alleged or proven libel, slander, defamation, invasion of privacy, wrongful publicity, misrepresentation, obscenity, indecency or other forms of speech, whether protected or not by the Constitution of the United States or any state; infringement of common law or statutory copyright, literary right or music performance or synchronization right; unauthorized use of any trademark, trade name or service mark; breach of contractual or other obligations; and any other claim arising from the production, or insertion or transmission of Lessee's programming or any advertisements in connection therewith.

9. **Indemnification Procedure.** Lessor shall give notice to Lessee within a reasonable time after receiving notice of any claim, event or condition giving rise to a claim of indemnification. Lessor shall have the right to defend any claim by a third party with counsel of its own choosing (and to be indemnified for the reasonable fees and expenses of such counsel), but Lessee may participate in any such defense with its own counsel at its own expense. Lessor shall have the right to settle any such third party claim subject to the consent of Lessee, such consent not to be unreasonably withheld or delayed.

10. **Insurance.** Lessee shall, at its sole expense, obtain and keep in force, throughout the term hereof, with a reputable insurance company approved by Lessor and authorized to do business in the state in which the System is located, a policy or policies of liability insurance as set forth in Schedule B hereto, generally insuring against all perils and hazards and any negligent or other conduct of Lessee, and all other risks reasonably associated with Lessee's obligations under this Agreement. The terms of coverage shall be as summarized in Schedule B.

11. Termination.

This Agreement may be terminated in the event of any of the following:

- (a) By either party in the event of any material breach by the other of any provision of this Agreement;
- (b) By Lessor, if Lessee fails to make any channel lease payment due hereunder and if, upon notice from Lessor, Lessee fails to cure the default within a reasonable time.
- (c) By Lessor if Lessor ceases to provide cable television service over the System or if Lessee's use of the System would violate or would cause Lessor to violate any obligation of Lessor imposed by any governmental authority; or if, in the reasonable judgment of Lessor, the renewal of its franchise or license would or could be endangered by the continuation or implementation of this Agreement.
- (d) By either party, if termination is required by a final order of any court, governmental body or agency having jurisdiction;
- (e) By Lessor if Lessee should file, or should have filed against it, a petition in bankruptcy (voluntary or involuntary), or become insolvent;
- (f) By Lessor if the obligations of Lessor to lease channel space pursuant to Section 612 of the Communications Act are repealed or are adjudged unconstitutional or otherwise invalid or unenforceable in a final, unstayed decision of any court of competent jurisdiction.

12. **Disposition of Lessee's Equipment.** Upon termination of this Agreement, Lessee shall promptly remove any of its equipment from the facilities of Lessor. If Lessee fails to remove its equipment, Lessor shall have the right to remove and store Lessee's equipment at Lessee's expense, and following reasonable notice to Lessee, to sell such equipment at public or private sale and apply the proceeds of such sale against any balance owing to Lessor.

13. **Limitation of Liability.** This Agreement shall create no rights in any party other than Lessee. If Lessor fails or is unable for any reason to perform any of its obligations pursuant to this Agreement and as a result subscribers do not receive Lessee's programming or receive Lessee's programming in a technically degraded form, Lessee's sole and exclusive remedy shall be a refund or credit for the amount of any lease payments attributable to the time period during which Lessee's programming was not delivered. Similarly, Lessor shall not be liable for the safety of equipment, tapes, or other materials of Lessee that are in Lessor's possession, and in the event of any damage to any such equipment, tapes or other materials, for which Lessor is adjudicated liable, Lessor's

liability shall be limited to the replacement cost. Lessor has no duty to prescreen or monitor Lessee's programming.

14. Use of Company Name.

(a) Lessee is prohibited from using Lessor's name, service marks or trade names in Lessee's advertising or in any other manner or for any purpose without the prior written consent of Lessor, which consent may be withheld or delayed in Lessor's absolute discretion.

(b) Lessee shall take all necessary measures to insure that there is no confusion between the programming offered by Lessee and the services offered by Lessor and no confusion concerning the absence of any legal relationship between Lessee and Lessor. Lessor retains the right to insert messages into Lessee's programming stating that Lessor is not responsible for Lessee's programming and to review and approve Lessee's advertising and promotional materials, which materials will set forth a separate telephone number, different from that of Lessor, for parties to call who desire information about Lessee's programming.

15. Sublease of Time on Leased Access Channel. If Lessee subleases time that is has leased pursuant to this Agreement, Lessee shall require any sublessee to adhere to all terms and conditions of this Agreement except for financial terms set out in Schedule A. If Lessor and Lessee have negotiated a rate that is less than the maximum allowable rate for commercial leased access, any subleasing pursuant to this paragraph shall cause the negotiated rate to immediately be set at the maximum allowable rate for commercial leased access.

16. Miscellaneous.

(a) **Notices.** All notices and other communications provided for hereunder shall be in writing. If sent by mail, they shall be deemed received three days after mailing. If sent by courier, overnight courier or fax, they shall be deemed received when receipt is confirmed. Notices and communications shall be sent to the following addresses:

If to Lessor: _____

If to Lessee: _____

or to such other addresses as either party may designate to the other in writing.

(b) **Assignability.** Except for subleases entered into pursuant to paragraph 15 above, Lessee shall not relinquish, sublease, assign, sell or otherwise transfer its rights and obligations under this Agreement to any other person or entity without the express prior written consent of Lessor.

(c) **Paragraph Headings.** Paragraph headings are for ease of reference only and are not to be utilized to expand, limit or otherwise modify the terms of this Agreement.

(d) **Legal Status.** It is understood and agreed that the business to be operated by Lessee is separate and apart from any which may be operated by Lessor and no representation will be made by either party which would create an apparent agency, independent contractor or partnership relationship or suggest or imply a joint venture.

(e) **Entire Agreement.** This document constitutes the entire agreement between the parties and supersedes all prior agreements and understandings concerning the subject matter hereof. Except as provided for herein, this Agreement may not be altered except by an instrument in writing signed by all parties hereto.

(f) **Force Majeure.** Lessor's performance hereunder shall be excused by the occurrence of any Act of God, natural disaster, act of war, terrorist attack or other cause or occurrence beyond Lessor's reasonable ability to control.

(g) **Late Payments.** Lessee agrees to pay interest at the rate of 1.5% per month on any amounts that are not paid when due. Lessee further agrees to pay all reasonable attorneys fees and costs incurred in the collection of any such amounts.

(h) **Reservation of Rights.** All rights not specifically granted to Lessee under this Agreement are reserved to Lessor for its sole and exclusive use, and are exercisable by Lessor in its sole discretion.

(I) **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, except as provided in paragraph 11(f) of this Agreement, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Lessee: Name: _____

By: _____

Name: _____

Title: _____

Lessor: Name: _____

 By: _____
 Name: _____

 Title: _____

SCHEDULE A

CHANNEL PLACEMENT AND PAYMENT TERMS

1. Channel Placement

Lessor will cablecast Lessee's Programming on Channel _____ on the following days and times:

Date and time Programming will be cablecast for the first time:

Subsequent cablecasts:

Day(s): _____ Time(s) _____

Note: Reasonable efforts will be made to cablecast Lessee's Programming at the requested time or in a reasonably comparable time period, however, channel placement and times of cablecast are subject to change at the discretion of the Lessor. Lessee will be informed of any such change. See Paragraph 13 of foregoing agreement for limitation of Lessor's liability.

2. Payment Terms.

Lessee agrees to pay for the use of the Channel as set out in the foregoing agreement on the following terms:

Dollar amount: \$ _____ per _____ (time period)

Date of first payment: _____ Frequency of payment: _____

Lessee agrees to pay a security deposit of \$ _____. The Security Deposit is due on _____ and will be refunded within sixty days after the termination of the foregoing Agreement, less any amounts owing and unpaid by the Lessee at that time.

3. Technical Support

Lessee will pay the following charges for technical support:

Lessee: _____

Name: _____

By: _____

Name (Printed): _____

Date: _____

Title: _____

SCHEDULE B

LIABILITY INSURANCE

Lessee shall obtain insurance coverage complying with the following requirements:

<u>Insurance Coverage</u>	<u>Limits of Liability</u>
Errors and Omissions Insurance	\$1,000,000 per occurrence

The following requirements apply:

1. Terms to cover any and all perils, hazards and negligent conduct of Lessee covering the programming and all elements thereof. All insurance required to be carried by Lessee, hereunder, shall be from responsible insurance companies, qualified to do business in the state where these operations transpire, and be rated no lower than A- in the current Best's Insurance Guide.
2. Lessor to be *additional insured*.
3. Presentation of evidence of coverage will be required before Lessor will sign the Channel Lease Agreement.
4. Certificate to warrant that insurance shall not be canceled or modified except upon the delivery of 30 days' prior written notice to Lessor.
5. Certificate to indicate coverage for the entire term of this Agreement or Lessee shall provide (and shall continue to provide) subsequent certificates of insurance so as to provide Lessor evidence of continuous insurance coverage that satisfies the above requirements throughout the term of this Agreement.

Name: _____

By: _____

Name (Printed): _____

Date: _____

Title: _____

Leased Access Rates**Albany Division**

		Digital Basic Tier
YEARLY		\$411,852
MONTHLY		\$34,321
WEEKLY		\$7,920
DAILY		\$1,131
HOURLY	10AM TO 6PM	\$29
	6PM TO 1AM	\$114
	1AM TO 10AM	\$11
HALF-HOUR	10AM TO 6PM	\$15
	6PM TO 1AM	\$57
	1AM TO 10AM	\$6

Leased Access Rates

Austin Division

1. The identity of the System (i.e. headend location or major community). Four headends:
 - Austin (includes Austin, Round Rock, San Marcos, and other communities in Central Texas)
 - Fredericksburg
 - Bartlett-Granger-Holland
 - Florence

2. The rate schedule for a full-time channel on the system
 - Austin: \$164,250/month
 - Fredericksburg: \$2190/month
 - Bartlett-Granger-Holland: \$314/month
 - Florence: \$80/month

3. The rate schedule for a part-time channel on the system
 - Austin: \$225/hr
 - Fredericksburg: \$3/hr
 - Bartlett-Granger-Holland: \$.43/hr
 - Florence: \$.11/hr

Leased Access Rates

Binghamton Division

1. The identity of the System (i.e. headend location or major community). Four headends:
 - Corning
 - Elmira
 - Binghamton
 - Hornell
 - Jamestown
 - Oneonta
 - Sayre

2. The rate schedule for a full-time channel on the system
 - Corning - \$2,784.15/month (Digital rate)
 - Elmira - \$4,217.80/month (Digital rate)
 - Binghamton - \$11,915.81/month (Digital rate)
 - Hornell - \$2,032.49/month (CPST rate)
 - Jamestown - \$9,817.58/month (CPST rate)
 - Oneonta - \$8,140.08/month (CPST rate)
 - Sayre - \$3,220.62/month (CPST rate)

3. The rate schedule for a part-time channel on the system
 - Corning - \$8.51/hour (Digital rate)
 - Elmira - \$12.30/hour (Digital rate)
 - Binghamton - \$33.10/hour (Digital rate)
 - Hornell - \$5.65/hour (CPST rate)
 - Jamestown - \$27.27/hour (CPST rate)
 - Oneonta - \$24.87/hour (CPST rate)
 - Sayre - \$9.84/hour (CPST rate)

Leased Access Rates

Buffalo Division

Buffalo System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$77.48	\$69.01
Mid-Day (7AM-7PM)	\$38.74	\$34.51
Night (12PM-7AM)	\$11.07	\$9.86
Monthly	\$27,894.22	\$24,844.76
Weekly	\$6,508.65	\$5,797.11
Daily	\$929.81	\$828.16

Dunkirk System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$5.71	\$4.78
Mid-Day (7AM-7PM)	\$2.86	\$2.39
Night (12PM-7AM)	\$0.82	\$0.68
Monthly	\$2,055.77	\$1,720.31
Weekly	\$479.68	\$401.40
Daily	\$68.53	\$57.34

Westfield System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$8.49	\$6.43
Mid-Day (7AM-7PM)	\$4.24	\$3.22
Night (12PM-7AM)	\$1.21	\$0.92
Monthly	\$3,055.81	\$2,315.09
Weekly	\$713.02	\$540.19
Daily	\$101.86	\$77.17

Olean/Olean North/Wellsville System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$19.00	\$16.39
Mid-Day (7AM-7PM)	\$9.50	\$8.19
Night (12PM-7AM)	\$2.71	\$2.34
Monthly	\$6,840.52	\$5,900.20
Weekly	\$1,596.12	\$1,376.71
Daily	\$228.02	\$196.67

Leased Access Rates

WNY Suburban System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$280.84	\$241.51
Mid-Day (7AM-7PM)	\$140.42	\$120.75
Night (12PM-7AM)	\$40.12	\$34.50
Monthly	\$101,101.68	\$86,942.65
Weekly	\$23,590.39	\$20,286.62
Daily	\$3,370.06	\$2,898.09

Leased Access Rates

Charlotte Division

The rate schedule for a full-time and part-time channel on the system

System	Hourly	Hourly	Hourly	Monthly	Annual
	Mid-9am	9am-6pm	6pm-Mid		
CHARLOTTE - MECKLENBURG	\$41.61	\$59.45	\$323.98	\$86,790.59	\$1,041,487.12
ROCKINGHAM	2.82	4.03	21.99	\$5,890.98	70,691.75
GASTON	9.01	12.87	70.16	\$18,794.73	225,536.73
MONROE	6.50	9.28	50.60	\$13,553.99	162,647.83
SHELBY	4.58	6.55	35.69	\$9,560.60	114,727.15
ALBEMARLE	2.93	4.18	22.78	\$6,101.42	73,217.08
METROLINA	9.31	13.30	72.47	\$19,415.26	232,983.18
SALISBURY	4.54	6.49	35.37	\$9,475.93	113,711.22
CAMP WESLEY	\$0.14	\$0.30	\$0.74	\$132.70	\$1,592.40
MOORESVILLE	\$19.76	\$39.50	\$98.76	\$17,776.29	\$213,315.48

Leased Access Rates**Eastern Carolina Division****WILMINGTON SYSTEM**

	<u>BST</u>	<u>CPST</u>
Prime Time Per Hour (7PM-12PM)	101.84	87.70
Mid-Day Per Hour (7AM-7PM)	49.87	42.94
Night Per Hour (12PM-7AM)	14.62	12.59

NEWPORT SYSTEM

	<u>BST</u>	<u>CPST</u>
Prime Time Per Hour (7PM-12PM)	58.58	48.73
Mid-Day Per Hour (7AM-7PM)	28.52	23.72
Night Per Hour (12PM-7AM)	8.70	7.24

JACKSONVILLE SYSTEM

	<u>BST</u>	<u>CPST</u>
Prime Time Per Hour (7PM-12PM)	31.36	28.05
Mid-Day Per Hour (7AM-7PM)	15.68	14.02
Night Per Hour (12PM-7AM)	4.48	4.01

ELIZABETHTOWN SYSTEM

	<u>BST</u>	<u>CPST</u>
Prime Time Per Hour (7PM-12PM)	8.49	7.54
Mid-Day Per Hour (7AM-7PM)	4.25	3.77
Night Per Hour (12PM-7AM)	1.21	1.08

FULL TIME MONTHLY RATES (CPST):

Wilmington	31,693.14
Newport	17,610.94
Jacksonville	10,237.67
Elizabethtown	2,751.66

Leased Access Rates

Greensboro Division

1. The identity of the System (i.e. headend location or major community):
 - West Side (includes: Winston-Salem, Dobson)
 - East Side (Asheboro, Burlington, Greensboro, High Point, Rockingham, Davidson County)
2. The rate schedule for a full time and part-time channel on the system
West Side

Basic Rates	Hourly	½ Hour
6 AM – 6PM	\$ 43.18	\$ 21.59
6 PM – Midnight	\$207.26	\$103.63
Midnight – 6AM	\$ 51.82	\$ 25.91
Daily		\$ 2,072.62
Weekly		\$ 14,508.33
Monthly		\$ 62,869.43
Tier Rates		
6AM – 6PM	\$ 38.54	\$19.27
6 PM – Midnight	\$184.98	\$92.49
Midnight – 6AM	\$46.25	\$23.12
Daily		\$ 1,849.80
Weekly		\$ 12,948.61
Monthly		\$ 56,110.64

East Side

Basic Rates	Hourly	½ Hour
6 AM – 6PM	\$ 64.22	\$ 32.11
6 PM – Midnight	\$308.26	\$154.13
Midnight – 6AM	\$ 77.07	\$ 38.53
Daily		\$ 3,082.63
Weekly		\$ 21,578.41
Monthly		\$ 93,506.44
Tier Rates		
6AM – 6PM	\$56.72	\$ 28.36
6 PM – Midnight	\$272.26	\$136.13
Midnight – 6AM	\$68.06	\$34.03
Daily		\$ 2,722.56
Weekly		\$ 19,057.92
Monthly		\$ 82,584.34

Leased Access Rates

Hawaii Division

	Statewide	
	BST	CPST
Monthly full-time rate	\$ 149,779	\$ 139,663
Hourly rates:		
Prime time (7PM - 12 AM)	\$ 411	\$ 384
Mid-day (7 AM - 7 PM)	\$ 206	\$ 192
Night (12 AM - 7 AM)	\$ 59	\$ 55

	Oahu	
	BST	CPST
Monthly full-time rate	\$ 100,069	\$ 92,614
Hourly rates:		
Prime time (7PM - 12 AM)	\$ 278	\$ 257
Mid-day (7 AM - 7 PM)	\$ 139	\$ 129
Night (12 AM - 7 AM)	\$ 40	\$ 37

	Molokai	
	BST	CPST
Monthly full-time rate	\$ 8,330	\$ 7,724
Hourly rates:		
Prime time (7PM - 12 AM)	\$ 23	\$ 21
Mid-day (7 AM - 7 PM)	\$ 12	\$ 11
Night (12 AM - 7 AM)	\$ 3	\$ 3

	Maui	
	BST	CPST
Monthly full-time rate	\$ 8,091	\$ 7,281
Hourly rates:		
Prime time (7PM - 12 AM)	\$ 22	\$ 20
Mid-day (7 AM - 7 PM)	\$ 11	\$ 10
Night (12 AM - 7 AM)	\$ 3	\$ 3

	Maui	
	BST	CPST
Monthly full-time rate	\$ 18,941	\$ 18,213
Hourly rates:		
Prime time (7PM - 12 AM)	\$ 53	\$ 51
Mid-day (7 AM - 7 PM)	\$ 26	\$ 25
Night (12 AM - 7 AM)	\$ 8	\$ 7

Leased Access Rates

	Rates		
	BST	CPST	
Monthly full-time rate	\$ 8,348	\$ 7,832	
Hourly rates:			
Prime time (7PM - 12 AM)	\$ 23	\$ 22	
Mid-day (7 AM - 7 PM)	\$ 12	\$ 11	
Night (12 AM - 7 AM)	\$ 3	\$ 3	

Leased Access Rates**Houston Division**

Digital Tier Rates	Hourly Rate	Monthly Rate
6 AM – 12PM	\$ 99.53	\$18,164.67
12 PM – 6PM	\$128.93	\$23,529.18
6 PM – 12AM	\$383.73	\$70,030.10
12 AM – 6AM	\$ 48.25	\$ 8,804.78

Leased Access Rates**Kansas City Division**

	BASIC	STD
PER MONTH	\$96,042.63	\$92,212.24
PER WEEK	\$22,163.68	\$21,279.75
PER DAY	\$3,166.24	\$3,039.96
PER HOUR	\$131.93	\$126.67
PER HALF HOUR	\$65.96	\$63.33

Leased Access Rates

Los Angeles Division

Anaheim, Yorba Linda, Villa Park				
Monthly Leased Access Rate			\$	62,420.07
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 38.35	\$ 76.70	\$	3,221.40
Mon-Sun 6am-8am	\$ 43.70	\$ 87.39	\$	1,223.46
Mon-Fri 8am-5pm	\$ 32.70	\$ 65.39	\$	2,942.55
Sat-Sun 8am-5pm	\$ 43.70	\$ 87.39	\$	1,573.02
Mon-Sun 5pm-6pm	\$ 43.70	\$ 87.39	\$	611.73
Mon-Sun 6pm-12am	\$ 59.75	\$ 119.49	\$	5,018.58

Antelope Valley Edwards AFB, Acton, Leona Valley, Lake Elizabeth, Lake Los Angeles, Pearlblossom Littlerock, Palmdale, Lancaster, Quartz Hill, Green Valley				
Monthly Leased Access Rate			\$	19,838.95
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 38.51	\$ 77.02	\$	3,234.84
Mon-Sun 6am-8am	\$ 44.02	\$ 88.04	\$	1,232.56
Mon-Fri 8am-5pm	\$ 33.02	\$ 66.04	\$	2,971.80
Sat-Sun 8am-5pm	\$ 44.02	\$ 88.04	\$	1,584.72
Mon-Sun 5pm-6pm	\$ 44.02	\$ 88.04	\$	616.28
Mon-Sun 6pm-12am	\$ 60.56	\$ 121.11	\$	5,086.62

South Central Los Angeles / Inglewood (Area K and the City of Inglewood)				
Monthly Leased Access Rate			\$	31,912.38
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 14.69	\$ 29.38	\$	293.85
Mon-Fri 8am-3pm	\$ 22.74	\$ 45.48	\$	1,591.35
Mon-Fri 3pm-7pm	\$ 26.93	\$ 53.85	\$	1,077.16
Mon-Sun 7pm-10pm	\$ 39.98	\$ 79.96	\$	1,679.24
Mon-Sun 10pm-Midnight	\$ 24.83	\$ 49.67	\$	695.28
Mon-Sun Midnight-6am	\$ 10.85	\$ 21.69	\$	911.09
Sat-Sun 6am-Noon	\$ 19.59	\$ 39.18	\$	470.09
Sat-Sun Noon-7pm	\$ 23.08	\$ 46.17	\$	646.34

Leased Access Rates

City of Industry				
Hacienda Heights, So. Whittier, Arcadia, El Monte, South Gate				
Monthly Leased Access Rate		\$	71,029.39	
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 37.42	\$ 74.83	\$	3,142.86
Mon-Sun 6am-8am	\$ 41.82	\$ 83.64	\$	1,170.96
Mon-Fri 8am-5pm	\$ 30.82	\$ 61.64	\$	2,773.80
Sat-Sun 8am-5pm	\$ 41.82	\$ 83.64	\$	1,505.52
Mon-Sun 5pm-6pm	\$ 41.82	\$ 83.64	\$	585.48
Mon-Sun 6pm-12am	\$ 55.06	\$ 110.11	\$	4,624.62

Claremont				
Monthly Leased Access Rate		\$	10,818.91	
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 7.70	\$ 15.40	\$	154.06
Mon-Fri 8am-3pm	\$ 8.09	\$ 16.18	\$	566.22
Mon-Fri 3pm-7pm	\$ 8.29	\$ 16.58	\$	331.62
Mon-Sun 7pm-10pm	\$ 8.92	\$ 17.84	\$	374.54
Mon-Sun 10pm-Midnight	\$ 8.19	\$ 16.38	\$	229.31
Mon-Sun Midnight-6am	\$ 7.52	\$ 15.04	\$	631.51
Sat-Sun 6am-Noon	\$ 7.94	\$ 15.88	\$	190.51
Sat-Sun Noon-7pm	\$ 8.11	\$ 16.21	\$	226.96

Compton				
(Compton, East Compton, Athens, Hawaiian Gardens)				
Monthly Leased Access Rate		\$	16,702.50	
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 9.43	\$ 18.86	\$	188.54
Mon-Fri 8am-3pm	\$ 11.70	\$ 23.40	\$	819.17
Mon-Fri 3pm-7pm	\$ 12.89	\$ 25.78	\$	515.57
Mon-Sun 7pm-10pm	\$ 16.58	\$ 33.16	\$	696.45
Mon-Sun 10pm-Midnight	\$ 12.30	\$ 24.59	\$	344.28
Mon-Sun Midnight-6am	\$ 8.34	\$ 16.67	\$	700.49
Sat-Sun 6am-Noon	\$ 10.82	\$ 21.63	\$	259.49
Sat-Sun Noon-7pm	\$ 11.80	\$ 23.60	\$	330.44

Leased Access Rates

Corona				
Monthly Leased Access Rate				\$ 31,352.00
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 15.32	\$ 30.65	\$ 306.47	
Mon-Fri 8am-3pm	\$ 24.05	\$ 48.11	\$ 1,683.81	
Mon-Fri 3pm-7pm	\$ 28.61	\$ 57.22	\$ 1,144.42	
Mon-Sun 7pm-10pm	\$ 42.78	\$ 85.57	\$ 1,796.97	
Mon-Sun 10pm-Midnight	\$ 26.33	\$ 52.67	\$ 737.34	
Mon-Sun Midnight-6am	\$ 11.15	\$ 22.29	\$ 936.28	
Sat-Sun 6am-Noon	\$ 20.64	\$ 41.28	\$ 548.50	
Sat-Sun Noon-7pm	\$ 24.44	\$ 48.87	\$ 684.20	

Costa Mesa				
Monthly Leased Access Rate				\$ 16,569.37
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 9.38	\$ 18.76	\$ 187.62	
Mon-Fri 8am-3pm	\$ 11.61	\$ 23.22	\$ 812.40	
Mon-Fri 3pm-7pm	\$ 12.77	\$ 25.54	\$ 510.66	
Mon-Sun 7pm-10pm	\$ 16.37	\$ 32.75	\$ 687.84	
Mon-Sun 10pm-Midnight	\$ 12.19	\$ 24.37	\$ 341.21	
Mon-Sun Midnight-6am	\$ 8.32	\$ 16.63	\$ 698.65	
Sat-Sun 6am-Noon	\$ 10.74	\$ 21.47	\$ 257.65	
Sat-Sun Noon-7pm	\$ 11.70	\$ 23.40	\$ 327.67	

Covina/Pomona				
Monthly Leased Access Rate				\$ 14,177.48
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 8.96	\$ 17.92	\$ 179.25	
Mon-Fri 8am-3pm	\$ 10.73	\$ 21.46	\$ 750.95	
Mon-Fri 3pm-7pm	\$ 11.65	\$ 23.30	\$ 465.97	
Mon-Sun 7pm-10pm	\$ 14.51	\$ 29.02	\$ 609.64	
Mon-Sun 10pm-Midnight	\$ 11.19	\$ 22.39	\$ 313.28	
Mon-Sun Midnight-6am	\$ 8.12	\$ 16.24	\$ 681.88	
Sat-Sun 6am-Noon	\$ 10.04	\$ 20.08	\$ 240.88	
Sat-Sun Noon-7pm	\$ 10.80	\$ 21.61	\$ 302.53	

Leased Access Rates

City of Industry Hacienda Heights, So. Whittier, Arcadia, El Monte, South Gate					
Monthly Leased Access Rate				\$	71,029.39
Hourly and Weekly Rates for Specific Time Periods					
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate		
Mon-Sun 12am-6am	\$ 37.42	\$ 74.83	\$	3,142.86	
Mon-Sun 6am-8am	\$ 41.82	\$ 83.64	\$	1,170.96	
Mon-Fri 8am-5pm	\$ 30.82	\$ 61.64	\$	2,773.80	
Sat-Sun 8am-5pm	\$ 41.82	\$ 83.64	\$	1,505.52	
Mon-Sun 5pm-6pm	\$ 41.82	\$ 83.64	\$	585.48	
Mon-Sun 6pm-12am	\$ 55.06	\$ 110.11	\$	4,624.62	

Claremont					
Monthly Leased Access Rate				\$	10,818.91
Hourly and Weekly Rates for Specific Time Periods					
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate		
Mon-Fri 6am-8am	\$ 7.70	\$ 15.40	\$	154.06	
Mon-Fri 8am-3pm	\$ 8.09	\$ 16.18	\$	566.22	
Mon-Fri 3pm-7pm	\$ 8.29	\$ 16.58	\$	331.62	
Mon-Sun 7pm-10pm	\$ 8.92	\$ 17.84	\$	374.54	
Mon-Sun 10pm-Midnight	\$ 8.19	\$ 16.38	\$	229.31	
Mon-Sun Midnight-6am	\$ 7.52	\$ 15.04	\$	631.51	
Sat-Sun 6am-Noon	\$ 7.94	\$ 15.88	\$	190.51	
Sat-Sun Noon-7pm	\$ 8.11	\$ 16.21	\$	226.96	

Compton (Compton, East Compton, Athens, Hawaiian Gardens)					
Monthly Leased Access Rate				\$	16,702.50
Hourly and Weekly Rates for Specific Time Periods					
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate		
Mon-Fri 6am-8am	\$ 9.43	\$ 18.86	\$	188.54	
Mon-Fri 8am-3pm	\$ 11.70	\$ 23.40	\$	819.17	
Mon-Fri 3pm-7pm	\$ 12.89	\$ 25.78	\$	515.57	
Mon-Sun 7pm-10pm	\$ 16.58	\$ 33.16	\$	696.45	
Mon-Sun 10pm-Midnight	\$ 12.30	\$ 24.59	\$	344.28	
Mon-Sun Midnight-6am	\$ 8.34	\$ 16.67	\$	700.49	
Sat-Sun 6am-Noon	\$ 10.82	\$ 21.63	\$	259.49	
Sat-Sun Noon-7pm	\$ 11.80	\$ 23.60	\$	330.44	

Leased Access Rates

Corona				
Monthly Leased Access Rate				\$ 31,352.00
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 15.32	\$ 30.65	\$ 306.47	
Mon-Fri 8am-3pm	\$ 24.05	\$ 48.11	\$ 1,683.81	
Mon-Fri 3pm-7pm	\$ 28.61	\$ 57.22	\$ 1,144.42	
Mon-Sun 7pm-10pm	\$ 42.78	\$ 85.57	\$ 1,796.97	
Mon-Sun 10pm-Midnight	\$ 26.33	\$ 52.67	\$ 737.34	
Mon-Sun Midnight-6am	\$ 11.15	\$ 22.29	\$ 936.28	
Sat-Sun 6am-Noon	\$ 20.64	\$ 41.28	\$ 548.50	
Sat-Sun Noon-7pm	\$ 24.44	\$ 48.87	\$ 684.20	

Costa Mesa				
Monthly Leased Access Rate				\$ 16,569.37
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 9.38	\$ 18.76	\$ 187.62	
Mon-Fri 8am-3pm	\$ 11.61	\$ 23.22	\$ 812.40	
Mon-Fri 3pm-7pm	\$ 12.77	\$ 25.54	\$ 510.66	
Mon-Sun 7pm-10pm	\$ 16.37	\$ 32.75	\$ 687.84	
Mon-Sun 10pm-Midnight	\$ 12.19	\$ 24.37	\$ 341.21	
Mon-Sun Midnight-6am	\$ 8.32	\$ 16.63	\$ 698.65	
Sat-Sun 6am-Noon	\$ 10.74	\$ 21.47	\$ 257.65	
Sat-Sun Noon-7pm	\$ 11.70	\$ 23.40	\$ 327.67	

Covina/Pomona				
Monthly Leased Access Rate				\$ 14,177.48
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 8.96	\$ 17.92	\$ 179.25	
Mon-Fri 8am-3pm	\$ 10.73	\$ 21.46	\$ 750.95	
Mon-Fri 3pm-7pm	\$ 11.65	\$ 23.30	\$ 465.97	
Mon-Sun 7pm-10pm	\$ 14.51	\$ 29.02	\$ 609.64	
Mon-Sun 10pm-Midnight	\$ 11.19	\$ 22.39	\$ 313.28	
Mon-Sun Midnight-6am	\$ 8.12	\$ 16.24	\$ 681.88	
Sat-Sun 6am-Noon	\$ 10.04	\$ 20.08	\$ 240.88	
Sat-Sun Noon-7pm	\$ 10.80	\$ 21.61	\$ 302.53	

Leased Access Rates

Cypress (Cypress, La Palma, LA County - Cypress)				
Monthly Leased Access Rate				\$ 14,290.78
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 8.91	\$ 17.82	\$ 178.19	
Mon-Fri 8am-3pm	\$ 9.51	\$ 19.02	\$ 665.54	
Mon-Fri 3pm-7pm	\$ 10.78	\$ 21.56	\$ 431.13	
Mon-Sun 7pm-10pm	\$ 12.86	\$ 25.73	\$ 540.23	
Mon-Sun 10pm-Midnight	\$ 10.51	\$ 21.01	\$ 294.15	
Mon-Sun Midnight-6am	\$ 8.53	\$ 17.06	\$ 716.63	
Sat-Sun 6am-Noon	\$ 9.08	\$ 18.15	\$ 217.85	
Sat-Sun Noon-7pm	\$ 9.08	\$ 18.15	\$ 254.16	

Diamond Bar, Rowland Heights, Walnut				
Monthly Leased Access Rate				\$ 48,796.57
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 34.57	\$ 69.13	\$ 2,903.46	
Mon-Sun 6am-8am	\$ 36.13	\$ 72.26	\$ 1,011.64	
Mon-Fri 8am-5pm	\$ 25.13	\$ 50.26	\$ 2,261.70	
Sat-Sun 8am-5pm	\$ 36.13	\$ 72.26	\$ 1,300.68	
Mon-Sun 5pm-6pm	\$ 36.13	\$ 72.26	\$ 505.82	
Mon-Sun 6pm-12am	\$ 40.83	\$ 81.65	\$ 3,429.30	

Leased Access Rates

Downey/Southeast LA Cities				
(Downey, La Mirada, Santa Fe Springs, Lynwood, Paramount, Bell Gardens, Bellflower, Maywood, South El Monte)				
Monthly Leased Access Rate				\$ 21,052.12
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 10.93	\$ 21.86	\$ 218.66	
Mon-Fri 8am-3pm	\$ 14.86	\$ 29.72	\$ 1,039.98	
Mon-Fri 3pm-7pm	\$ 16.91	\$ 33.81	\$ 676.17	
Mon-Sun 7pm-10pm	\$ 23.27	\$ 46.55	\$ 977.51	
Mon-Sun 10pm-Midnight	\$ 15.88	\$ 31.76	\$ 444.65	
Mon-Sun Midnight-6am	\$ 9.06	\$ 18.11	\$ 760.71	
Sat-Sun 6am-Noon	\$ 13.32	\$ 26.64	\$ 319.71	
Sat-Sun Noon-7pm	\$ 15.03	\$ 30.05	\$ 420.78	

East San Fernando Valley				
Monthly Leased Access Rate				\$ 71,029.39
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 40.74	\$ 81.48	\$ 3,422.16	
Mon-Sun 6am-8am	\$ 48.48	\$ 96.96	\$ 1,357.44	
Mon-Fri 8am-5pm	\$ 37.48	\$ 74.96	\$ 3,373.20	
Sat-Sun 8am-5pm	\$ 48.48	\$ 96.96	\$ 1,745.28	
Mon-Sun 5pm-6pm	\$ 48.48	\$ 96.96	\$ 678.72	
Mon-Sun 6pm-12am	\$ 71.70	\$ 143.40	\$ 6,022.80	

Glendora, San Dimas, La Verne, Monrovia, Bradbury, Unincorporated parts of Covina				
Monthly Leased Access Rate				\$ 49,617.13
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 34.80	\$ 69.59	\$ 2,922.78	
Mon-Sun 6am-8am	\$ 36.59	\$ 73.17	\$ 1,024.38	
Mon-Fri 8am-5pm	\$ 25.59	\$ 51.17	\$ 2,302.65	
Sat-Sun 8am-5pm	\$ 36.59	\$ 73.17	\$ 1,317.06	
Mon-Sun 5pm-6pm	\$ 36.59	\$ 73.17	\$ 512.19	
Mon-Sun 6pm-12am	\$ 41.97	\$ 83.93	\$ 3,525.06	

Leased Access Rates

Redondo Beach, Manhattan Beach, Hermosa Beach				
Monthly Leased Access Rate		\$	53,831.58	
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 35.96	\$ 71.92	\$	3,020.64
Mon-Sun 6am-8am	\$ 38.93	\$ 77.86	\$	1,090.04
Mon-Fri 8am-5pm	\$ 27.93	\$ 55.86	\$	2,513.70
Sat-Sun 8am-5pm	\$ 38.93	\$ 77.86	\$	1,401.48
Mon-Sun 5pm-6pm	\$ 38.93	\$ 77.86	\$	545.02
Mon-Sun 6pm-12am	\$ 47.82	\$ 95.63	\$	4,016.46

Hollywood / West Los Angeles Greater LA System (Area I, Culver City, LA County, Westchester, Area J)				
Monthly Leased Access Rate		\$	58,103.23	
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 23.76	\$ 47.51	\$	475.16
Mon-Fri 8am-3pm	\$ 41.73	\$ 83.45	\$	2,921.05
Mon-Fri 3pm-7pm	\$ 51.11	\$ 102.22	\$	2,044.21
Mon-Sun 7pm-10pm	\$ 80.28	\$ 160.56	\$	3,371.58
Mon-Sun 10pm-Midnight	\$ 46.42	\$ 92.83	\$	1,299.68
Mon-Sun Midnight-6am	\$ 15.16	\$ 30.32	\$	1,273.73
Sat-Sun 6am-Noon	\$ 34.70	\$ 69.39	\$	832.73
Sat-Sun Noon-7pm	\$ 42.51	\$ 85.03	\$	1,190.29

Inland Empire Ontario, Redlands, Chino, Temecula				
Monthly Leased Access Rate		\$	134,188.20	
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 58.29	\$ 116.57	\$	4,895.94
Mon-Sun 6am-8am	\$ 83.57	\$ 167.14	\$	2,339.96
Mon-Fri 8am-5pm	\$ 72.57	\$ 145.14	\$	6,531.30
Sat-Sun 8am-5pm	\$ 83.57	\$ 167.14	\$	3,008.52
Mon-Sun 5pm-6pm	\$ 83.57	\$ 167.14	\$	1,169.98
Mon-Sun 6pm-12am	\$ 159.42	\$ 318.84	\$	13,391.28

Leased Access Rates

Lake Elsinore/South Riverside County (Lake Elsinore, Canyon Lake, Murrieta, Murrieta Hot Springs, Portion of Riverside County)				
Monthly Leased Access Rate				\$40,113.30
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 18.69	\$ 37.38	\$ 373.76	
Mon-Fri 8am-3pm	\$ 31.10	\$ 62.21	\$ 2,177.42	
Mon-Fri 3pm-7pm	\$ 37.58	\$ 75.17	\$ 1,503.39	
Mon-Sun 7pm-10pm	\$ 57.74	\$ 115.48	\$ 2,425.14	
Mon-Sun 10pm-Midnight	\$ 34.35	\$ 68.69	\$ 961.67	
Mon-Sun Midnight-6am	\$ 12.75	\$ 25.50	\$ 1,070.93	
Sat-Sun 6am-Noon	\$ 26.25	\$ 52.50	\$ 629.93	
Sat-Sun Noon-7pm	\$ 31.65	\$ 63.29	\$ 886.08	

Lakewood				
Monthly Leased Access Rate				\$ 13,826.59
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 8.43	\$ 16.86	\$ 168.63	
Mon-Fri 8am-3pm	\$ 9.62	\$ 19.24	\$ 673.16	
Mon-Fri 3pm-7pm	\$ 10.23	\$ 20.46	\$ 409.38	
Mon-Sun 7pm-10pm	\$ 12.16	\$ 24.32	\$ 510.63	
Mon-Sun 10pm-Midnight	\$ 9.93	\$ 19.86	\$ 277.91	
Mon-Sun Midnight-6am	\$ 7.86	\$ 15.73	\$ 660.67	
Sat-Sun 6am-Noon	\$ 9.15	\$ 18.30	\$ 219.67	
Sat-Sun Noon-7pm	\$ 9.67	\$ 19.34	\$ 270.70	

Metro LA W. Hollywood, W. LA, Santa Monica, Marina Del Rey, Sherman Oaks, Eagle Rock				
Monthly Leased Access Rate				\$ 127,812.96
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 51.37	\$ 102.75	\$ 4,315.50	
Mon-Sun 6am-8am	\$ 69.75	\$ 139.49	\$ 1,952.86	
Mon-Fri 8am-5pm	\$ 58.75	\$ 117.49	\$ 5,287.05	
Sat-Sun 8am-5pm	\$ 69.75	\$ 139.49	\$ 2,510.82	
Mon-Sun 5pm-6pm	\$ 69.75	\$ 139.49	\$ 976.43	
Mon-Sun 6pm-12am	\$ 124.88	\$ 249.75	\$ 10,489.50	

Leased Access Rates

Orange County				
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Gross Daypart	
12am-6am	\$ 10.00	\$ 20.00	\$	125.00
6am-12pm	\$ 27.50	\$ 55.00	\$	330.00
12pm-6pm	\$ 40.00	\$ 80.00	\$	480.00
6pm-10pm	\$ 67.50	\$ 135.00	\$	540.00
10pm-12am	\$ 33.00	\$ 65.00	\$	130.00

San Pedro				
(Lomita, Harbor, LA County, Area M)				
Monthly Leased Access Rate			\$	16,189.13
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 9.25	\$ 18.50	\$	184.99
Mon-Fri 8am-3pm	\$ 11.33	\$ 22.66	\$	793.10
Mon-Fri 3pm-7pm	\$ 12.42	\$ 24.83	\$	496.62
Mon-Sun 7pm-10pm	\$ 15.79	\$ 31.58	\$	663.29
Mon-Sun 10pm-Midnight	\$ 11.87	\$ 23.74	\$	332.43
Mon-Sun Midnight-6am	\$ 8.25	\$ 16.51	\$	693.38
Sat-Sun 6am-Noon	\$ 10.52	\$ 21.03	\$	252.38
Sat-Sun Noon-7pm	\$ 11.42	\$ 22.85	\$	319.78

Santa Ana, Fullerton, Placentia, Buena Park, Newport Beach, Seal Beach				
Monthly Leased Access Rate			\$	75,710.67
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 42.04	\$ 84.08	\$	3,531.36
Mon-Sun 6am-8am	\$ 51.09	\$ 102.17	\$	1,430.38
Mon-Fri 8am-5pm	\$ 40.09	\$ 80.17	\$	3,607.65
Sat-Sun 8am-5pm	\$ 51.09	\$ 102.17	\$	1,839.06
Mon-Sun 5pm-6pm	\$ 51.09	\$ 102.17	\$	715.19
Mon-Sun 6pm-12am	\$ 78.02	\$ 156.04	\$	6,553.68

Leased Access Rates

Santa Clarita				
Monthly Leased Access Rate				\$ 22,380.58
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 11.39	\$ 22.79	\$ 227.85	
Mon-Fri 8am-3pm	\$ 15.82	\$ 31.64	\$ 1,107.44	
Mon-Fri 3pm-7pm	\$ 18.13	\$ 36.26	\$ 725.22	
Mon-Sun 7pm-10pm	\$ 25.32	\$ 50.63	\$ 1,063.35	
Mon-Sun 10pm-Midnight	\$ 16.97	\$ 33.95	\$ 475.31	
Mon-Sun Midnight-6am	\$ 9.28	\$ 18.55	\$ 779.11	
Sat-Sun 6am-Noon	\$ 14.09	\$ 28.17	\$ 338.11	
Sat-Sun Noon-7pm	\$ 16.01	\$ 32.03	\$ 448.36	

South Bay				
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Gross Daypart	
12am-6am	\$ 7.50	\$ 15.00	\$ 90.00	
6am-12pm	\$ 14.00	\$ 28.00	\$ 165.00	
12pm-6pm	\$ 20.00	\$ 40.00	\$ 240.00	
6pm-10pm	\$ 30.00	\$ 60.00	\$ 240.00	
10pm-12am	\$ 19.00	\$ 38.00	\$ 75.00	

Tujunga (Kagel Canyon, Sunland, Sylmar)				
Monthly Leased Access Rate				\$ 10,558.00
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 3.65	\$ 7.31	\$ 73.09	
Mon-Fri 8am-3pm	\$ 7.66	\$ 15.32	\$ 536.03	
Mon-Fri 3pm-7pm	\$ 9.74	\$ 19.49	\$ 389.83	
Mon-Sun 7pm-10pm	\$ 16.24	\$ 32.49	\$ 682.21	
Mon-Sun 10pm-Midnight	\$ 8.70	\$ 17.40	\$ 243.64	
Mon-Sun Midnight-6am	\$ 1.74	\$ 3.48	\$ 146.19	
Sat-Sun 6am-Noon	\$ 6.09	\$ 12.18	\$ 146.19	
Sat-Sun Noon-7pm	\$ 7.83	\$ 15.67	\$ 219.28	

Leased Access Rates

Tustin				
Monthly Leased Access Rate				\$ 14,561.27
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Fri 6am-8am	\$ 9.05	\$ 18.09	\$ 180.92	
Mon-Fri 8am-3pm	\$ 9.51	\$ 19.02	\$ 665.54	
Mon-Fri 3pm-7pm	\$ 10.95	\$ 21.89	\$ 437.85	
Mon-Sun 7pm-10pm	\$ 13.42	\$ 26.85	\$ 563.82	
Mon-Sun 10pm-Midnight	\$ 11.17	\$ 22.33	\$ 312.67	
Mon-Sun Midnight-6am	\$ 8.70	\$ 17.40	\$ 730.74	
Sat-Sun 6am-Noon	\$ 9.08	\$ 18.17	\$ 217.98	
Sat-Sun Noon-7pm	\$ 8.96	\$ 17.91	\$ 250.78	

Agoura, Agoura Hills, Camarillo, Fillmore, Meiners Oaks, Moorpark, Newbury Park Oak Park, Oak View, Ojai, Oxnard, Piru, Port Hueneme, Santa Paula, Simi Valley, Somis, Thousand Oaks, Ventura, Westlake Village				
Monthly Leased Access Rate				\$ 99,394.36
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Weekly Rate	
Mon-Sun 12am-6am	\$ 48.62	\$ 97.24	\$ 4,084.08	
Mon-Sun 6am-8am	\$ 64.24	\$ 128.48	\$ 1,798.72	
Mon-Fri 8am-5pm	\$ 53.24	\$ 106.48	\$ 4,791.60	
Sat-Sun 8am-5pm	\$ 64.24	\$ 128.48	\$ 2,312.64	
Mon-Sun 5pm-6pm	\$ 64.24	\$ 128.48	\$ 899.36	
Mon-Sun 6pm-12am	\$ 111.10	\$ 222.20	\$ 933.24	

West Valley				
Hourly and Weekly Rates for Specific Time Periods				
Time Period	1/2 Hour Rate	Hourly Rate	Gross Daypart	
12am-8am	\$ 8.00	\$ 15.00	\$ 120.00	
8am-4pm	\$ 34.00	\$ 65.00	\$ 520.00	
4pm-7pm	\$ 63.00	\$ 125.00	\$ 375.00	
7pm-11pm	\$ 68.00	\$ 135.00	\$ 405.00	
11pm-12pm	\$ 38.00	\$ 70.00	\$ 70.00	

Leased Access Rates

Mid-Ohio Division

BST Rates

System	Monthly - BST	Daily - BST	12:00AM - 6:00AM	6:00 AM - 6:00 PM	6:00 PM - 12:00AM
Bowling Green	9,698.00	319.00	3.85	13.47	26.94
Findlay	18,255.00	600.00	7.24	25.35	50.71
Lima	20,982.00	690.00	8.33	29.14	28.28
Ada	1,017.80	33.93	0.57	1.13	2.83
Ashley Corner	337.58	11.25	0.19	0.38	0.94
Athens	407.35	13.58	0.23	0.45	1.13
Bainbridge	91.20	3.04	0.05	0.10	0.25
Beverly	2,257.25	75.24	1.25	2.51	6.27
Bluffton	649.32	21.64	0.36	0.72	1.80
Bryan	1,059.70	35.32	0.59	1.18	2.94
Canaan	568.47	18.95	0.32	0.63	1.58
Canaan - Rebuild	178.30	5.94	0.10	0.20	0.50
Carey	506.83	16.89	0.28	0.56	1.41
Chillicothe	4,231.17	141.04	2.35	4.70	11.75
Commercial Point	324.22	10.81	0.18	0.36	0.90
Defiance	3,075.60	102.52	1.71	3.42	8.54
Deshler	310.47	10.35	0.17	0.34	0.86
Edon	99.73	3.32	0.06	0.11	0.28
Greenfield	747.50	24.92	0.42	0.83	2.08
Hannibal	461.17	15.37	0.26	0.51	1.28
Hide-A-Way-Hills	285.33	9.51	0.16	0.32	0.79
Jackson	3,234.07	107.80	1.80	3.59	8.98
Jackson - City	921.92	30.73	0.51	1.02	2.56
Jasper	396.80	13.23	0.22	0.44	1.10
Logan	1,768.30	58.94	0.98	1.96	4.91
Marion	6,765.47	225.52	3.76	7.52	18.79
Matamoras	282.58	9.42	0.16	0.31	0.78
Minster	342.37	11.41	0.19	0.38	0.95
Napoleon	1,534.05	51.14	0.85	1.70	4.26
New Holland	255.30	8.51	0.14	0.28	0.71
Oakland	804.64	26.82	0.45	0.89	2.24
Paulding	457.90	15.26	0.25	0.51	1.27
Pioneer	130.64	4.35	0.07	0.15	0.36
Rio Grande	77.50	2.58	0.04	0.09	0.22
Van Wert	1,669.15	55.64	0.93	1.85	4.64
Versailles	649.15	21.64	0.36	0.72	1.80

Leased Access Rates

Systems	Monthly - BST	Daily - BST	12:00AM - 6:00AM	6:00 AM - 6:00 PM	6:00 PM - 12:00AM
Washington Courthouse	3,592.88	119.76	2.00	3.99	9.98
Waterville	3,338.42	111.28	1.85	3.71	9.27
Wauseon	2,630.10	87.67	1.46	2.92	7.31
Waverly	860.00	28.67	0.48	0.96	2.39

CPST Rates

Location	Monthly - CPST	Daily - CPST	12:00AM - 6:00AM	6:00 AM - 6:00 PM	6:00 PM - 12:00AM
Bowling Green	9,084.00	299.00	3.60	12.62	25.23
Findlay	16,165.00	532.00	6.41	22.45	44.90
Lima	18,977.00	624.00	7.53	23.36	52.71
Ada	874.15	29.14	0.49	0.97	2.43
Ashley Corner	293.05	9.77	0.16	0.33	0.94
Athens	365.94	12.20	0.20	0.41	1.02
Bainbridge	71.05	2.37	0.04	0.08	0.20
Beverly	1,836.70	61.22	1.02	2.04	5.10
Bluffton	553.59	18.45	0.31	0.62	1.54
Bryan	981.20	32.71	0.55	1.09	2.73
Canaan	N/A	N/A	N/A	N/A	N/A
Canaan - Rebuild	N/A	N/A	N/A	N/A	N/A
Carey	439.48	14.65	0.24	0.49	1.22
Chillicothe	3,902.68	130.09	2.17	4.34	10.84
Commercial Point	310.48	10.35	0.17	0.34	0.86
Defiance	2,823.23	94.11	1.57	3.14	7.84
Deshler	281.81	9.39	0.16	0.31	0.78
Edon	84.68	2.82	0.05	0.09	0.24
Greenfield	693.17	23.11	0.39	0.77	1.93
Hannibal	385.52	12.85	0.21	0.43	1.07
Hide-A-Way-Hills	231.09	7.70	0.13	0.26	0.64
Jackson	2,989.89	99.66	1.66	3.32	8.31
Jackson - City	845.84	28.19	0.47	0.94	2.35
Jasper	367.29	12.24	0.20	0.41	1.02
Logan	1,607.41	53.58	0.89	1.79	4.47
Marion	6,146.36	3.41	3.41	6.83	17.07
Matamoras	240.62	8.02	0.13	0.27	0.67
Minster	334.00	11.13	0.19	0.37	0.93
Napoleon	1,341.83	44.73	0.75	1.49	3.73
New Holland	236.22	7.87	0.13	0.26	0.66
Oakland	764.29	25.48	0.42	0.85	2.12
Paulding	410.56	13.69	0.23	0.46	1.14

Leased Access Rates

Location	Monthly - CPST	Daily - CPST	12:00AM - 6:00AM	6:00 AM - 6:00 PM	6:00 PM - 12:00AM
Pioneer	111.17	3.71	0.06	0.12	0.31
Rio Grande	72.00	2.40	0.04	0.08	0.20
Van Wert	1,451.93	48.40	0.81	1.61	4.03
Versailles	584.00	19.47	0.32	0.65	1.62
Washington Courthouse	3,213.93	107.13	1.79	3.57	8.93
Waterville	3,131.98	104.40	1.74	3.48	8.70
Wauseon	2,327.34	77.58	1.29	2.59	6.46
Waverly	780.68	26.02	0.48	0.87	2.17

Digital Rates

Location	Monthly - Digital	Daily - Digital	12:00AM - 6:00AM	6:00 AM - 6:00 PM	6:00 PM - 12:00AM
Columbus	49,308.00	1,621.97	19.13	67.58	135.16

Leased Access Rates**National Division**

Richlands, VA System	Digital Rate
Prime Time (7PM-12PM)	\$11.12
Mid-Day (7AM-7PM)	\$5.56
Night (12PM-7AM)	\$1.59
Monthly	\$4,003.27
Weekly	\$934.10
Daily	\$133.44

Ft. Benning, GA System	Digital Rate
Prime Time (7PM-12PM)	\$0.96
Mid-Day (7AM-7PM)	\$0.48
Night (12PM-7AM)	\$0.14
Monthly	\$346.16
Weekly	\$80.77
Daily	\$11.54

Claremore, OK System	Digital Rate
Prime Time (7PM-12PM)	\$0.91
Mid-Day (7AM-7PM)	\$0.45
Night (12PM-7AM)	\$0.13
Monthly	\$327.11
Weekly	\$76.33
Daily	\$10.90

Leased Access Rates

System	Lineup	Full-time Channel Rate Schedule BST (Daily Rate)	Full-time Channel Rate Schedule CPST (Daily Rate)	Part-time Channel Rate Schedule BST (Hourly Rate)	Part-time Channel Rate Schedule CPST (Hourly Rate)
Ashland, KY	Ashland, KY	\$234.36	\$213.31	\$9.77	\$8.89
Ashland, KY	Ironton, OH	\$105.04	\$96.47	\$4.38	\$4.02
Ashland, KY		\$234.36	\$213.31	\$9.77	\$8.89
Chase City, VA (Comcast managed)	Chase City, VA	\$18.08	\$16.00	\$0.75	\$0.67
Chillicothe, MO	Chillicothe, MO	\$44.88	\$39.30	\$1.87	\$1.64
Claremore, OK	Claremore, OK	\$10.82	\$10.14	\$0.45	\$0.42
Clarksburg, WV	Clarksburg, WV	\$352.05	\$331.93	\$14.67	\$13.83
Coeur d'Alene, ID	Coeur d'Alene, ID	\$379.46	\$345.03	\$15.81	\$14.38
Corinth, MS	Corinth, MS	\$33.87	\$33.88	\$1.41	\$1.41
Cullman, AL	Cullman, AL	\$146.92	\$130.98	\$6.12	\$5.46
Cullman, AL	Warrior, AL	\$16.83	\$15.53	\$0.70	\$0.65
Dothan, AL	Dothan, AL	\$145.11	\$141.74	\$6.05	\$5.91
El Centro, CA	El Centro, CA	\$245.58	\$200.82	\$10.23	\$8.37
Enterprise, AL	Enterprise, AL	\$149.16	\$137.44	\$6.22	\$5.73
Evanston, WY	Evanston, WY	\$26.98	\$23.38	\$1.12	\$0.97
Fort Benning, GA	Fort Benning, GA	\$28.38	\$26.94	\$1.18	\$1.12
Friday Harbor, WA	Friday Harbor, WA	\$19.17	\$15.43	\$0.80	\$0.64
Ft Payne, AL	Ft. Payne, AL	\$50.14	\$42.45	\$2.09	\$1.77
Georgetown, KY	Georgetown, KY	\$105.38	\$98.20	\$4.39	\$4.09
Greenwood, MS	Greenwood, MS	\$126.77	\$119.98	\$5.28	\$5.00
Gunnison, CO	Gunnison, CO	\$52.13	\$47.58	\$2.17	\$1.98
Harrodsburg, KY	Versailles, KY	\$21.64	\$19.47	\$0.90	\$0.81
Kennett, MO	Kennett, MO	\$59.74	\$53.28	\$2.49	\$2.22
Libby, MT	Bonnars Ferry, ID	\$6.06	\$5.26	\$0.25	\$0.22
Libby, MT	Libby, MT	\$35.00	\$29.57	\$1.46	\$1.23
Libby, MT	Troy, MT	\$4.14	\$3.49	\$0.17	\$0.15
Liberal, KS	Liberal, KS	\$63.48	\$57.44	\$2.65	\$2.39
Madison, IN	Madison, IN	\$89.90	\$77.64	\$3.75	\$3.24
Marshall, MO	Marshall, MO	\$60.31	\$53.65	\$2.51	\$2.24
Morehead, KY	Flemingsburg, KY	\$17.73	\$14.49	\$0.74	\$0.60
Morehead, KY	Morehead, KY	\$106.58	\$89.41	\$4.44	\$3.73
Morehead, KY	Sandy Hook, KY	\$6.65	\$4.82	\$0.28	\$0.20
Morehead, KY	Tollesboro, KY	\$5.68	\$4.51	\$0.24	\$0.19
Morehead, KY	West Liberty, KY	\$22.47	\$0.94	\$16.63	\$0.69
Morganfield, KY	Morganfield, KY	\$54.61	\$43.99	\$2.28	\$1.83
Mountain Home, ID	Mountain Home, ID	\$60.60	\$55.67	\$2.53	\$2.32
Newburgh, IN	Newburgh, IN	\$30.73	N/A	\$1.28	N/A
Nicholasville, KY	Harrodsburg, KY	\$261.25	\$231.40	\$10.89	\$9.23
Nicholasville, KY	Lebanon, KY	\$40.80	\$37.07	\$1.70	\$1.54
Nicholasville, KY	New Haven, KY	\$15.62	\$14.93	\$0.65	\$0.62
Nicholasville, KY	Nicholasville, KY	\$92.87	\$83.91	\$3.87	\$3.50
Owensboro, KY	Dixon/Clay, KY	\$9.15	\$8.12	\$0.38	\$0.34

Leased Access Rates

System	Lineup	Full-time Channel Rate Schedule BST (Daily Rate)	Full-time Channel Rate Schedule CPST (Daily Rate)	Part-time Channel Rate Schedule BST (Hourly Rate)	Part-time Channel Rate Schedule CPST (Hourly Rate)
Owensboro, KY	Owensboro, KY	\$331.88	\$288.31	\$13.83	\$12.01
Pontotoc, MS	Pontotoc, MS	\$8.40	N/A	\$0.35	N/A
Prichard, WV	Apple Grove, WV	\$2.96	\$1.89	\$0.12	\$0.08
Pryor, OK	Pryor, OK	\$26.21	\$25.11	\$1.09	\$1.05
Pullman, WA	Moscow, ID	\$203.52	\$166.79	\$8.48	\$6.95
Pullman, WA	Moscow, ID-Outlying Areas	\$22.11	\$17.40	\$0.92	\$0.73
Richlands, VA	Grundy, VA	\$87.38	\$78.63	\$3.64	\$3.28
Richlands, VA	Richlands, VA	\$148.72	\$134.69	\$6.20	\$5.61
Richmond, KY	Berea, KY	\$35.73	\$31.71	\$1.49	\$1.32
Richmond, KY	London, KY	\$137.66	\$119.25	\$5.74	\$4.97
Richmond, KY	Mozelle, KY	\$12.80	\$9.50	\$0.53	\$0.40
Richmond, KY	North Leslie County, KY	\$27.02	\$21.46	\$1.13	\$0.89
Richmond, KY	Richmond, KY	\$308.59	\$284.95	\$12.86	\$11.87
Rockport, IN	Bremen, KY	\$7.95	\$6.90	\$0.33	\$0.29
Rockport, IN	Cloverport, KY				
Rockport, IN	Hardinsburg, KY	\$6.43	\$5.59	\$0.27	\$0.23
Rockport, IN	Hawesville, KY	\$5.82	\$4.94	\$0.24	\$0.21
Rockport, IN	Irrington, KY	\$2.83	\$2.65	\$0.12	\$0.11
Rockport, KY	Lewisport, KY	\$5.74	N/A	\$0.24	N/A
Susanville, CA	Burney, CA	\$19.62	\$16.13	\$0.82	\$0.67
Susanville, CA	Susanville, CA	\$59.39	\$53.41	\$2.47	\$2.23
Telluride, CO	Telluride, CO	\$23.83	\$21.62	\$0.99	\$0.90
Terre Haute, IN	Terre Haute, IN	\$347.57	\$298.71	\$14.48	\$12.45
White Sulphur Springs, WV	Anthony Creek, WV	\$108.55	\$0.00	\$4.52	\$0.00
White Sulphur Springs, WV	Asbury, WV	\$1.91	N/A	\$0.08	N/A
White Sulphur Springs, WV	Little Otter, WV	\$0.68	N/A	\$0.03	N/A
White Sulphur Springs, WV	Nicholas County, WV	\$4.95	N/A	\$0.21	N/A
White Sulphur Springs, WV	Snowshoe, WV	\$20.08	N/A	\$0.84	N/A
White Sulphur Springs, WV	Summers County, WV	\$7.72	N/A	\$0.32	N/A
Winchester, KY	Beattyville, KY	\$37.76	\$26.57	\$1.57	\$1.11
Winchester, KY	Campton, KY	\$14.83	\$11.33	\$0.62	\$0.47
Winchester, KY	Clay City, KY	\$14.29	\$13.10	\$0.60	\$0.55
Winchester, KY	Cynthiana, KY	\$34.99	\$31.07	\$1.46	\$1.29
Winchester, KY	Frenchbug, KY	\$12.35	\$8.66	\$0.51	\$0.36
Winchester, KY	Jackson, KY	\$36.28	\$30.11	\$1.51	\$1.26
Winchester, KY	Mt. Sterling, KY	\$85.32	\$77.46	\$3.56	\$3.23

Leased Access Rates

System	Lineup	Full-time Channel Rate Schedule BST (Daily Rate)	Full-time Channel Rate Schedule CPST (Daily Rate)	Part-time Channel Rate Schedule BST (Hourly Rate)	Part-time Channel Rate Schedule CPST (Hourly Rate)
Winchester, KY	Paris, KY	\$45.27	\$42.66	\$1.89	\$1.78
Winchester, KY	Winchester, KY	\$77.57	\$70.31	\$3.23	\$2.93
Yuma, AZ	Yuma, AZ	\$358.50	\$333.86	\$14.94	\$13.91

Leased Access Rates**Nebraska Division**

Nebraska System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$121.80	\$110.39
Mid-Day (7AM-7PM)	\$60.90	\$55.19
Night (12PM-7AM)	\$17.40	\$15.77
Monthly	\$43,849.10	\$39,739.44
Weekly	\$10,231.46	\$9,272.54
Daily	\$1,461.64	\$1,324.65

Leased Access Rates

New England Division

Augusta System	CPST
Prime Time Per Hour (7PM-12PM)	\$42.57
Mid-Day Per Hour (7AM-7PM)	\$17.03
Night Per Hour (12PM-7AM)	\$8.50
Bangor System	CPST
Prime Time Per Hour (7PM-12PM)	\$46.53
Mid-Day Per Hour (7AM-7PM)	\$18.62
Night Per Hour (12PM-7AM)	\$9.31
Castle Hill System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.93
Mid-Day Per Hour (7AM-7PM)	\$0.37
Night Per Hour (12PM-7AM)	\$0.19
Easton System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.45
Mid-Day Per Hour (7AM-7PM)	\$0.18
Night Per Hour (12PM-7AM)	\$0.09
Greenbush System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.32
Mid-Day Per Hour (7AM-7PM)	\$0.13
Night Per Hour (12PM-7AM)	\$0.06
Lincoln System	CPST
Prime Time Per Hour (7PM-12PM)	\$1.57
Mid-Day Per Hour (7AM-7PM)	\$0.63
Night Per Hour (12PM-7AM)	\$0.31
Madawaska System	CPST
Prime Time Per Hour (7PM-12PM)	\$5.06
Mid-Day Per Hour (7AM-7PM)	\$2.02
Night Per Hour (12PM-7AM)	\$1.01

Leased Access Rates

Mars Hill System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.44
Mid-Day Per Hour (7AM-7PM)	\$0.18
Night Per Hour (12PM-7AM)	\$0.09
New Sharon System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.42
Mid-Day Per Hour (7AM-7PM)	\$0.17
Night Per Hour (12PM-7AM)	\$0.08
N. Anson System	CPST
Prime Time Per Hour (7PM-12PM)	\$3.81
Mid-Day Per Hour (7AM-7PM)	\$1.52
Night Per Hour (12PM-7AM)	\$0.76
Portage System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.11
Mid-Day Per Hour (7AM-7PM)	\$0.04
Night Per Hour (12PM-7AM)	\$0.02
Rangely System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.41
Mid-Day Per Hour (7AM-7PM)	\$0.16
Night Per Hour (12PM-7AM)	\$0.08
Searsmont System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.11
Mid-Day Per Hour (7AM-7PM)	\$0.04
Night Per Hour (12PM-7AM)	\$0.02
Sebago System	CPST
Prime Time Per Hour (7PM-12PM)	\$34.27
Mid-Day Per Hour (7AM-7PM)	\$13.71
Night Per Hour (12PM-7AM)	\$6.86
Temple System	CPST
Prime Time Per Hour (7PM-12PM)	\$0.19
Mid-Day Per Hour (7AM-7PM)	\$0.08
Night Per Hour (12PM-7AM)	\$0.04

Leased Access Rates

FULL TIME MONTHLY RATES (CPST):		
Augusta System		\$15,325.43
Bangor System		\$16,751.70
Castle Hill System		\$333.55
Easton System		\$162.52
Greenbush System		\$115.36
Lincoln System		\$566.56
Madawaska System		\$1,821.68
Mars Hill System		\$160.10
Milo System		\$462.07
New Sharon System		\$152.92
N. Anson System		\$1,372.15
Portage System		\$37.85
Rangely System		\$145.96
Searsmont System		\$39.61
Sebago System		\$12,269.05
Temple System		\$69.00
Aroostook System, ME		
	CPST	
6am-4pm	hourly rates	\$3.42
4pm - 7pm	hourly rates	\$6.70
7pm-11pm	hourly rates	\$9.08
11pm - 1am	hourly rates	\$2.59
1am - 6am	hourly rates	\$1.60
Keene, NH		
	CPST	
6am-4pm	hourly rates	\$5.91
4pm - 7pm	hourly rates	\$11.60
7pm-11pm	hourly rates	\$15.72
11pm - 1am	hourly rates	\$4.49
1am - 6am	hourly rates	\$2.77

Leased Access Rates

Berlin, NH		CPST
6am-4pm	hourly rates	\$2.74
4pm - 7pm	hourly rates	\$5.39
7pm-11pm	hourly rates	\$7.30
11pm - 1am	hourly rates	\$2.08
1am - 6am	hourly rates	\$1.29
York and Cumberland, ME		
CPST		
6am-4pm	hourly rates	\$40.27
4pm - 7pm	hourly rates	\$79.00
7pm-11pm	hourly rates	\$107.03
11pm - 1am	hourly rates	\$30.58
1am - 6am	hourly rates	\$18.86
FULL TIME MONTHLY RATES (CPST):		
Aroostook System, ME		\$3,114.00
Keene, NH		\$5,389.00
Berlin, NH		\$2,502.00
York and Cumberland, ME		\$36,698.00

Leased Access Rates

New York City Division

Hudson Valley System	Digital Rate
Prime Time (7PM-12PM)	\$67.42
Mid-Day (7AM-7PM)	\$33.71
Night (12PM-7AM)	\$9.63
Monthly	\$24,269.93
Weekly	\$5,662.98
Daily	\$809.00

Queens System	Digital Rate
Prime Time (7PM-12PM)	\$233.09
Mid-Day (7AM-7PM)	\$116.54
Night (12PM-7AM)	\$33.30
Monthly	\$83,911.99
Weekly	\$19,579.46
Daily	\$2,797.07

Manhattan System	Digital Rate
Prime Time (7PM-12PM)	\$234.16
Mid-Day (7AM-7PM)	\$117.08
Night (12PM-7AM)	\$33.45
Monthly	\$84,298.29
Weekly	\$19,669.60
Daily	\$2,809.94

Bergen System	Digital Rate	NPT
Prime Time (7PM-12PM)	\$26.79	\$30.24
Mid-Day (7AM-7PM)	\$13.40	\$15.12
Night (12PM-7AM)	\$3.83	\$4.32
Monthly	\$9,645.04	\$10,887.82
Weekly	\$2,250.51	\$2,540.49
Daily	\$321.50	\$362.93

Leased Access Rates

Staten Island System	Digital Rate
Prime Time (7PM-12PM)	\$46.12
Mid-Day (7AM-7PM)	\$23.06
Night (12PM-7AM)	\$6.59
Monthly	\$16,603.88
Weekly	\$3,874.24
Daily	\$553.46

Mt. Vernon System	Digital Rate
Prime Time (7PM-12PM)	\$6.35
Mid-Day (7AM-7PM)	\$3.18
Night (12PM-7AM)	\$.91
Monthly	\$2,287.02
Weekly	\$533.64
Daily	\$76.23

Leased Access Rates

Northeast Ohio Division

Cleveland System	Digital Rate
Prime Time (7PM-12PM)	\$178.39
Mid-Day (7AM-7PM)	\$89.19
Night (12PM-7AM)	\$25.48
Monthly	\$64,219.39
Weekly	\$14,984.52
Daily	\$2,140.65

Youngstown System	Digital Rate
Prime Time (7PM-12PM)	\$47.83
Mid-Day (7AM-7PM)	\$23.92
Night (12PM-7AM)	\$6.83
Monthly	\$17,219.10
Weekly	\$4,017.79
Daily	\$573.97

Erie System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$30.97	27.65
Mid-Day (7AM-7PM)	\$15.48	\$13.82
Night (12PM-7AM)	\$4.42	\$3.95
Monthly	\$11,147.79	\$9,952.81
Weekly	\$2,601.15	\$2,322.32
Daily	\$371.59	\$331.76

Cleveland System (former Adelphia)	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$488.44	\$480.30
Mid-Day (7AM-7PM)	\$244.22	\$240.15
Night (12PM-7AM)	\$69.78	\$68.61
Monthly	\$175,836.64	\$172,906.94
Weekly	\$41,028.55	\$40,344.95
Daily	\$5,861.22	\$5,763.56

Leased Access Rates

Erie System (former Adelphia)	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$43.70	\$39.98
Mid-Day (7AM-7PM)	\$21.85	\$19.99
Night (12PM-7AM)	\$6.24	\$5.71
Monthly	\$15,732.69	\$14,391.41
Weekly	\$3,670.96	\$3,358.00
Daily	\$524.42	\$479.71

Cleveland System (former Comcast)	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$106.32	\$96.21
Mid-Day (7AM-7PM)	\$53.16	\$48.10
Night (12PM-7AM)	\$15.19	\$13.74
Monthly	\$38,273.48	\$34,633.82
Weekly	\$8,930.48	\$8,081.22
Daily	\$1,275.78	\$1,154.46

Leased Access Rates

North Texas Division

Headend	Part Time Rate / Day Part			Full Time Rate - Monthly
Dallas*				
BST	\$181.31	\$317.30	\$407.95	\$176,959.78
CPST	\$151.84	\$265.71	\$341.63	\$148,191.29
Commerce				
BST	\$ 1.24	\$ 2.17	\$ 2.79	\$1,210.73
CPST	\$ 0.98	\$ 1.72	\$ 2.21	\$960.57
Greenville				
BST	\$ 1.52	\$ 2.67	\$ 3.43	\$1,486.43
CPST	\$ 1.34	\$ 2.34	\$ 3.01	\$1,304.73
Graham				
BST	\$ 1.23	\$ 2.16	\$ 2.77	\$1,202.80
CPST - ONLY Basic available	-	-	-	-
Palestine				
BST	\$ 2.78	\$ 4.87	\$ 6.26	\$2,714.60
CPST	\$ 1.93	\$ 3.38	\$ 4.34	\$1,882.66
Farmersville				
BST	\$ 0.31	\$ 0.53	\$ 0.69	\$297.80
CPST	\$ 0.27	\$ 0.47	\$ 0.61	\$263.11

* Dallas Defined as: Allen, Arlington, Bedford, Carrollton, Cedar Hill, Cockrell Hill, Colleyville, Coppell, Dallas, De Soto, Double Oak, Euless, Farmers Branch, Flower Mound, Frisco, Garland, Grand Prairie, Grapevine, Hebron, Highland Village, Hutchins, Irving, Lancaster, Lewisville, McKinney, Mesquite, Murphy, Parker, Plano, Richardson, Sachse, Stonebridge Ranch and Wylie.

Leased Access Rates

Raleigh Division

The identity of the System (i.e. headend location or major community):

- Fayetteville (includes: Fayetteville, Lumberton, Southern Pines)
- Raleigh/Cary (includes: Raleigh, Cary, Goldsboro, Wilson, Selma, Garner)
- Durham/Chapel Hill (includes: Durham, Chapel Hill, Henderson)

Leased Access Rate-Basic Tier Service							
System	Monthly Rate	One Hour			One Half Hour		
		7pm-11pm	7am-7pm	11pm-7am	7pm-11pm	7am-7pm	11pm-7am
Fayetteville	\$48,286.20	\$160.95	\$ 53.65	\$ 40.24	\$ 80.48	\$ 26.83	\$ 20.12
Raleigh/Cary	\$105,930.01	353.10	117.70	88.28	176.55	58.85	44.14
Durham/Chapel Hill	\$43,603.80	145.35	48.45	36.34	72.67	24.22	18.17

Leased Access Rate-Standard Tier Service							
System	Monthly Rate	One Hour			One Half Hour		
		7pm-11pm	7am-7pm	11pm-7am	7pm-11pm	7am-7pm	11pm-7am
Fayetteville	\$44,519.11	\$ 148.40	\$ 49.47	\$ 37.10	\$ 74.20	\$ 24.73	\$ 18.55
Raleigh/Cary	\$98,574.33	328.58	109.53	82.15	164.29	54.76	41.07
Durham/Chapel Hill	\$40,182.08	133.94	44.65	33.49	66.97	22.32	16.74

Leased Access Rates**Rochester Division**

Rochester System	Digital Rate
Prime Time (7PM-12PM)	\$100.20
Mid-Day (7AM-7PM)	\$74.55
Night (12PM-7AM)	\$46.01
Monthly	\$51,530.11
Weekly	\$12,023.69
Daily	\$1,717.67

Leased Access Rates

San Antonio Division

1. The identity of the System (i.e. headend location or major community).

San Antonio (includes San Antonio and Northern Systems and excludes stand-alone systems – Bandera, Stockdale, Lake Hills, Blanco)

2. The rate schedule for a full-time channel on the system
 - \$146,232/month (standard tier)
 - \$164,246/month (basic tier)
3. The rate schedule for a part-time channel on the system
 - \$73,116/month (standard tier)
 - \$82,123/month (basic tier)

Leased Access Rates

San Diego Division

San Diego System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$197.04	\$182.73
Mid-Day (7AM-7PM)	\$98.52	\$91.37
Night (12PM-7AM)	\$28.15	\$26.10
Monthly	\$70,934.36	\$65,783.86
Weekly	\$16,551.35	\$15,349.57
Daily	\$2,364.48	\$2,192.80

Desert Cities System (Banning & Desert Cities)	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$117.84	\$107.49
Mid-Day (7AM-7PM)	\$58.92	\$53.75
Night (12PM-7AM)	\$16.83	\$15.36
Monthly	\$42,422.15	\$38,697.57
Weekly	\$9,898.50	\$9,029.43
Daily	\$1,414.07	\$1,289.92

Desert Cities System (only)	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$106.60	\$97.33
Mid-Day (7AM-7PM)	\$53.30	\$48.66
Night (12PM-7AM)	\$15.23	\$13.90
Monthly	\$38,377.65	\$35,038.55
Weekly	\$8,954.79	\$8,175.66
Daily	\$1,279.26	\$1,167.95

Banning Area System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$11.11	\$10.00
Mid-Day (7AM-7PM)	\$5.55	\$5.00
Night (12PM-7AM)	\$1.59	\$1.43
Monthly	\$3,998.18	\$3,598.50
Weekly	\$932.91	\$839.65
Daily	\$133.27	\$119.95

Leased Access Rates

Barstow System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$6.85	\$6.32
Mid-Day (7AM-7PM)	\$3.42	\$3.16
Night (12PM-7AM)	\$.98	\$.90
Monthly	\$2,465.11	\$2,275.49
Weekly	\$575.19	\$530.95
Daily	\$82.17	\$75.85

Optel System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$8.37	\$6.30
Mid-Day (7AM-7PM)	\$4.18	\$3.15
Night (12PM-7AM)	\$1.20	\$.90
Monthly	\$3,012.65	\$2,269.37
Weekly	\$702.95	\$529.52
Daily	\$100.42	\$75.65

Carlsbad System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$60.78	\$54.56
Mid-Day (7AM-7PM)	\$30.39	\$27.28
Night (12PM-7AM)	\$8.68	\$7.79
Monthly	\$21,882.22	\$19,641.01
Weekly	\$5,105.85	\$4,582.90
Daily	\$729.41	\$654.70

Yucca Valley System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$7.62	\$6.80
Mid-Day (7AM-7PM)	\$3.81	\$3.40
Night (12PM-7AM)	\$1.09	\$.97
Monthly	\$2,742.76	\$2,449.60
Weekly	\$639.98	\$571.57
Daily	\$91.43	\$81.65

Desert Hot Springs System	BST Rate	CPST Rate
Prime Time (7PM-12PM)	\$7.89	\$6.08
Mid-Day (7AM-7PM)	\$3.95	\$3.04
Night (12PM-7AM)	\$1.13	\$.87
Monthly	\$2,840.46	\$2,188.33
Weekly	\$662.77	\$510.61
Daily	\$94.68	\$72.94

Leased Access Rates

South Carolina Division

System	Mid-Day Hourly Rate	Prime Time Hourly Rate	Overnight Hourly Rate	Full Time Daily Channel Rate
Columbia	\$125.91	\$211.62	\$64.70	\$3,021.79
Sumter	\$58.50	\$76.79	\$45.45	\$1,404.07
Orangeburg	\$47.87	\$55.54	\$42.42	\$1,149.04
Myrtle Beach	\$62.70	\$85.20	\$46.63	\$1,504.75
Surfside Beach	\$55.04	\$70.60	\$43.92	\$1,320.89
Georgetown	\$42.77	\$46.06	\$40.41	\$1,026.44
Summerville	\$54.58	\$69.69	\$43.79	\$1,310.05
Florence	\$61.64	\$83.80	\$45.79	\$1,479.16
Hilton Head	\$9.41	\$23.54	\$4.71	\$282.45
Hartsville	\$3.10	\$7.75	\$1.55	\$93.04
Laurinburg	\$3.35	\$8.37	\$1.67	\$100.43
Browns Ferry #	\$0.25	\$0.62	\$0.12	\$7.41
Debordieu #	\$0.01	\$0.03	\$0.01	\$0.40
Sampit #	\$0.28	\$0.70	\$0.14	\$8.34
Cheraw	\$1.07	\$2.68	\$0.54	\$32.12
Mullins	\$3.37	\$8.43	\$1.69	\$101.17
Lakeview #	\$0.26	\$0.66	\$0.13	\$7.89
McClellenville #	\$0.05	\$0.12	\$0.02	\$1.44

Systems that have only a BST rate schedule

Leased Access Rates

Southwest Division

Laredo System	BST Rate	Standard Rate
6A-12NOON	\$12.27	\$10.84
12NOON-6P	\$17.04	\$15.06
6P-12MID	\$30.67	\$27.11
12MID-6A	\$8.18	\$7.23
Daily	\$408.88	\$361.41
Monthly	\$12,470.91	\$11,022.92

Wichita Falls System	BST Rate	CPST Rate
6A-12NOON	\$10.15	\$9.60
12NOON-6P	\$14.10	\$13.34
6P-12MID	\$25.37	\$24.00
12MID-6A	\$6.77	\$6.40
Daily	\$338.30	\$320.06
Monthly	\$10,318.05	\$9,761.75

El Paso System	BST Rate	CPST Rate
6A-12NOON	\$42.77	\$39.51
12NOON-6P	\$59.40	\$54.88
6P-12MID	\$106.92	\$98.78
12MID-6A	\$28.51	\$26.34
Daily	\$1,452.62	\$1,317.07
Monthly	\$43,481.42	\$40,170.67

Rio Grande System	BST Rate	CPST Rate
6A-12NOON	\$51.56	\$43.42
12NOON-6P	\$71.61	\$60.30
6P-12MID	\$128.89	\$108.55
12MID-6A	\$34.37	\$28.95
Daily	\$1,718.57	\$1,447.31
Monthly	\$52,416.28	\$44,142.91

Leased Access Rates

Del Rio System	BST Rate
6A-12NOON	\$3.55
12NOON-6P	\$4.93
6P-12MID	\$8.88
12MID-6A	\$2.37
Daily	\$118.39
Monthly	\$3,610.83

Eagle Pass System	BST Rate	CPST Rate
6A-12NOON	\$6.82	\$3.02
12NOON-6P	\$9.47	\$4.20
6P-12MID	\$17.04	\$7.56
12MID-6A	\$4.54	\$2.02
Daily	\$227.23	\$100.81
Monthly	\$6,930.50	\$3,074.78

Uvalde System	BST Rate	CPST Rate
6A-12NOON	\$2.38	\$2.11
12NOON-6P	\$3.30	\$2.94
6P-12MID	\$5.95	\$5.29
12MID-6A	\$1.59	\$1.14
Daily	\$79.29	\$70.47
Monthly	\$2,418.37	\$2,149.46

South Central System	BST Rate	CPST Rate
6A-12NOON	\$3.25	\$2.85
12NOON-6P	\$4.51	\$3.96
6P-12MID	\$8.12	\$7.12
12MID-6A	\$2.17	\$1.90
Daily	\$108.30	\$94.98
Monthly	\$3,303.01	\$2,896.79

Kerrville System	BST Rate	CPST Rate
6A-12NOON	\$4.43	\$4.11
12NOON-6P	\$6.16	\$5.71
6P-12MID	\$11.08	\$10.28
12MID-6A	\$2.96	\$2.74
Daily	\$147.79	\$137.11
Monthly	\$4,507.61	\$4,181.85

Leased Access Rates

Port Arthur System	BST Rate	CPST Rate
6A-12NOON	\$35.34	\$33.37
12NOON-6P	\$49.09	\$46.35
6P-12MID	\$88.36	\$83.42
12MID-6A	\$23.56	\$22.25
Daily	\$1,178.13	\$1,112.32
Monthly	\$35,932.91	\$33,925.71

Vidor System	BST Rate	CPST Rate
6A-12NOON	\$7.00	\$6.66
12NOON-6P	\$9.72	\$9.25
6P-12MID	\$17.50	\$16.64
12MID-6A	\$4.67	\$4.44
Daily	\$233.35	\$221.91
Monthly	\$7,117.10	\$6,768.33

Winnie System	BST Rate	CPST Rate
6A-12NOON	\$0.40	\$0.37
12NOON-6P	\$0.55	\$0.51
6P-12MID	\$1.00	\$0.92
12MID-6A	\$0.27	\$0.25
Daily	\$13.32	\$12.30
Monthly	\$406.11	\$375.26

Corpus Christi System	BST Rate	CPST Rate
6A-12NOON	\$36.12	\$32.96
12NOON-6P	\$50.16	\$45.78
6P-12MID	\$90.29	\$82.40
12MID-6A	\$24.08	\$21.97
Daily	\$1,203.86	\$1,098.71
Monthly	\$36,717.58	\$33,510.60

Leased Access Rates

Syracuse Division

Ithaca System (includes Town & City of Ithaca, Tompkins County, Village of Cayuga Heights and Candor)	Digital Rate
Full Time Rate (Monthly)	\$3,774.57
7PM - 12AM	\$9.54
7AM - 7PM	\$5.24
12AM - 7AM	\$2.17

Champlain System	BST Rate	CPST Rate
Full Time Rate (Monthly)	\$1,412.29	\$1,221.77
7PM - 12AM	\$3.57	\$3.09
7AM - 7PM	\$1.96	\$1.70
12AM - 7AM	\$.81	\$.70

Cortland System (includes Preble/Scott)	BST Rate	CPST Rate
Full Time Rate (Monthly)	\$4,237.66	\$3,826.07
7PM - 12AM	\$10.71	\$9.67
7AM - 7PM	\$5.89	\$5.31
12AM - 7AM	\$2.44	\$2.20

Ilion System (includes Brookfield)	BST Rate	CPST Rate
Full Time Rate (Monthly)	\$5,948.96	\$5,280.97
7PM - 12AM	\$15.03	\$13.35
7AM - 7PM	\$8.26	\$7.33
12AM - 7AM	\$3.43	\$3.04

Carthage/Watertown System (includes Lewis/Henderson, Wellsley Island, 1000 Islands, Carthage, Watertown)	Digital Rate
Full Time Rate (Monthly)	\$5,599.40
7PM - 12AM	\$14.15
7AM - 7PM	\$7.78
12AM - 7AM	\$3.22

Leased Access Rates

Malone System	BST Rate	CPST Rate
Full Time Rate (Monthly)	\$2,334.16	\$2,018.87
7PM – 12AM	\$5.90	\$5.10
7AM – 7PM	\$3.24	\$2.80
12AM – 7AM	\$1.34	\$1.16

Massena System	BST Rate	CPST Rate
Full Time Rate (Monthly)	\$3,025.17	\$2,616.89
7PM – 12AM	\$7.65	\$6.61
7AM – 7PM	\$4.20	\$3.63
12AM – 7AM	\$1.74	\$1.51

Ogdensburg System	BST Rate	CPST Rate
Full Time Rate (Monthly)	\$2,415.71	\$2,089.82
7PM – 12AM	\$6.11	\$5.28
7AM – 7PM	\$3.36	\$2.90
12AM – 7AM	\$1.39	\$1.20

Potsdam System	BST Rate	CPST Rate
Full Time Rate (Monthly)	\$5,010.51	\$4,333.96
7PM – 12AM	\$12.66	\$10.95
7AM – 7PM	\$6.96	\$6.02
12AM – 7AM	\$2.89	\$2.50

East System (includes Oneida, Oneida North Shore, Boonville, Hamilton)	BST Rate	CPST Rate
Full Time Rate (Monthly)	\$16,802	\$14,915
7PM – 12AM	\$42.46	\$37.69
7AM – 7PM	\$23.34	\$20.72
12AM – 7AM	\$9.67	\$8.59

Syracuse System (includes City of Syracuse, Syracuse suburbs, Oswego, Fulton, Central Square)	Digital Rate
Full Time Rate (Monthly)	\$29,353.45
7PM – 12AM	\$74.18
7AM – 7PM	\$40.77
12AM – 7AM	\$16.90

Leased Access Rates

System	Full Time Rates (monthly)	Part Time Rates (per hour)
Norwich, NY System	\$1,955.66	\$5.43
Utica, NY System	\$19,180.35	\$53.28
Auburn, NY System	\$5,001.56	\$13.89
Saranac Lake, NY System	\$3,373.60	\$9.37

Leased Access Rates

Southwest Ohio Division

Cincinnati System	Basic Access	Tier Access
7 AM – 7 PM	\$85.29	\$80.15
Midnight – 7AM	\$24.37	\$22.90
7PM – Midnight (Rate/half hour/channel)	\$170.58	\$160.30
Rate/month/channel	\$124,182.17	\$116,695.25

Dayton System	Basic Access	Tier Access
7 AM – 7 PM	\$78.08	\$71.72
Midnight – 7AM	\$22.31	\$20.49
7PM – Midnight (Rate/half hour/channel)	\$156.15	\$143.45
Rate/month/channel	\$113,678.26	\$104,428.61

Leased Access Rates

Waco Division

1. The identity of the System (i.e. headend location or major community).
 - Waco
2. The rate schedule for a full-time channel on the system
 - \$41,138/month
3. The rate schedule for a part-time channel on the system
 - \$1,356/day
 - \$56.51/hour
 - \$45 (8am to 5pm)
 - \$102 (5pm to midnight)
 - \$30 (midnight to 8am)

Leased Access Rates

Wisconsin Division

Wisconsin – South Division

Greenfield/Janacek System	Digital
12am – 12pm	\$62
12pm – 6pm	\$125
6pm – 12am	\$251
Daily Rate	\$3,021

Wisconsin – North Division

Appleton System	Basic Tier	CPST Tier
4pm - 11pm	\$167.74	\$156.94
11pm - 6am	\$27.96	\$26.16
6am - 4pm	\$58.71	\$54.93
Daily Rate	\$1,957	\$1,831
Minimum ½ hour purchase required		

Marinette System	Basic Tier	CPST Tier
4pm - 11pm	\$11.91	\$10.63
11pm - 6am	\$1.99	\$1.77
6am - 4pm	\$4.17	\$3.72
Daily Rate	\$139.00	\$124.00
Minimum ½ hour purchase required		

Milwaukee System (includes: Milwaukee, Western & Southern Zones)	Basic Tier
12am – 12pm	\$105 per 1 hr, \$52.50 per ½ hr
12pm – 6pm	\$210 per 1 hr, \$105 per ½ hr
6pm – 12am	\$421 per 1 hr, \$210.50 per ½ hr
Daily Rate	\$139.00
Minimum ½ hour purchase required	