

BELLSOUTH TELECOMMUNICATIONS, INC.  
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TARIFF F. C. C. NO. 5  
ORIGINAL TITLE PAGE  
This Tariff Cancels  
The Southern Bell Telephone  
and Telegraph Company Tariff  
F. C. C. No. 66 In Its Entirety.  
EFFECTIVE: JANUARY 31, 1992

ISSUED: JANUARY 24, 1992

### CATV TRANSPORT SERVICE

Regulations, Rates and Charges applying  
to the provision of CATV Distribution  
Services within the operating territory of

BELLSOUTH TELECOMMUNICATIONS, INC.

in

Hunter's Creek Community, Orlando, Florida.

CATV Transport Services are provided by means of wire, fiber optics or any other suitable technology or a combination thereof.

CATV Transport Service is provided for the transmission of audio, television and other forms of electronic communications.

Issued under the authority of Special Permissi on No. 92-68

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CATV TRANSPORT SERVICE

CHECK SHEET

Original Title page and Original Pages 1 to 19 inclusive of this tariff are effective as of the date shown.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	Original
1	1st*
2	1st*
3	1st*
4	1st*
5	1st*
6	1st*
7	1st*
7.1	Original *
8	1st*
9	1st*
10	1st*
11	1st*
12	1st*
12.1	Original *
12.2	Original *
13	1st*
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CATV TRANSPORT SERVICE

ISSUING CARRIER

Bell South Telecommunications, Inc.

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Participating Carriers

EXPLANATION OF SYMBOLS

- C - To signify changed regulation
- D - To signify discontinued rate or regulations
- I - To signify increase
- M - To signify matter relocated without change
- N - To signify new rate or regulation
- R - To signify reduction
- S - To signify reissued matter
- T - To signify a change in text but no change in rate or regulation
- Z - To signify a correction

EXPLANATION OF ABBREVIATIONS

NHz - Megahertz

CATV - Community Antenna Television

(D)

(D)

NTSC - National Television Standards Committee

(N)

CATV TRANSPORT SERVICE

1-APPLICATION OF TARIFF

1.1 General

- (A) This tariff contains regulations, rates and charges for CATV transport service and associated maintenance services provided by Bell South Telecommunications, Inc.; hereinafter, referred to as the Company, to Hunter's Creek Communications Corporation, a successor in interest to Genstar Southern Development, Inc.; hereinafter, referred to as the Customer. This tariff does not apply to any other service offered by the Company. (C)  
(C)
- (B) The Company undertakes to provide the facilities and services offered in this tariff pursuant to the terms and conditions and at the rates and charges specified herein. The facilities provided under this tariff shall be selected by the Company in accordance with the Customer's design specifications and are not represented to be suitable for any other purpose.
- (C) Regulations, rates and charges as specified in this tariff apply only to the Company's offering of CATV transport service to the Customer. The regulations, rates and charges do not apply to any Customer offering of services to its subscribers. The provision of facilities and services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of its services.
- (D) The Company shall not, by virtue of its provision of facilities and services under this tariff, have any control over CATV services offered by the Customer to its subscribers. The Company reserves the right to oppose the Customer's provision of any service which, in the Company's view, may not lawfully be provided by the Customer. However, the Company shall not discontinue provision of facilities and service hereunder by reason of such opposition, except pursuant to an order of an appropriate governmental authority.

1.2 CATV Transport Service Area

- (A) The Company will provide CATV video transport facilities under this tariff to the Hunter's Creek Community in Orlando, Florida.
- (B) CATV Transport will be provided by optical fiber or coaxial cable or any combination depending on available facilities and the mutual agreement of the parties.

CATV TRANSPORT SERVICE

2-REGULATIONS

- (A) The terms and conditions of this tariff shall begin on February 1, 1993 and will be effective for five years and shall continue until terminated by agreement of both the Company and the Customer or by regulatory order. This tariff may be extended by mutual consent of the Company and the Customer. (C)
- (B) The Company shall construct, install and provide cable television transport facilities for the transmission of signals provided by the Customer without change in form or content of the transmitted information. (T)
- (C) The Customer shall be solely responsible for selecting and presenting all content and video programming on the CATV system. The Company shall have no control or right of control over the type or content of the video programming to be presented by the Customer. The Company shall provide head end channel distribution and transport system maintenance service which shall be used by the Customer to provide CATV services to the Customer's subscribers (T)

2.1 Definitions

Access Termination - The term "Access Termination" denotes the capability afforded a CATV subscriber of accessing services provided by the Customer via the CATV transport system. (T)

Cable Transport System - The term "Cable Transport System" denotes the system consisting of the head end, trunk cables, feeder cables, and termination devices. (T)

Cable Television Service - The term "Cable Television Service" denotes the provision of video programming services by the Customer to its subscribers by means of Company provided CATV transport facilities. (C)

CATV Transport Service - The term "CATV Transport Service" denotes the transport service that cable companies utilize to provide their various cable services to subscribers. (T)

(D)  
(D)  
(D)

Customer - The term "Customer" refers to Hunter's Creek Communications Corporation, a successor in interest to Genstar Southern Development, Inc. (C)

CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.1 Definitions (Cont'd)

Demarcation Point - The term "Demarcation Point" denotes the point in the Company's CATV transport system where its CATV transport facility meets and is interconnected to the Customer's facilities. This demarcation point will typically be at the tap connection point for single family living units or at the single point of connection for multi-family living units. (C)  
(C)  
(C)

Head End - The term "Head End" denotes the interface point at which the video signal is received, assembled and processed to be transmitted over the distribution network.

Multi-family Living Unit - An apartment, condominium, or building which typically serves as the domicile for more than one (or multiple) families. (N)  
(N)

(D)  
(D)  
(D)  
(D)

Premises - The term "Premises" denotes the space occupied by a subscriber of Hunter's Creek in a single building, or a group of buildings, on the continuous property of a subscriber of Hunter's Creek.

Single Family Living Unit - A house or building which typically serves as the domicile for one family. (N)  
(N)

Single Point of Connection - The typical demarcation point for multi-family living units. The single point of connection is generally located at the subscriber pedestal or equipment room and is the point where the coaxial or optical fiber feeder cable is connected to the coaxial CATV distribution cable, coaxial CATV service drop, and/or coaxial CATV inside wiring feeding each of the multi-family living units. (N)  
(N)  
(N)  
(N)  
(N)  
(N)

Subscriber - The term "Subscriber" denotes the party subscribing to services offered by the Customer.

Subscriber Pedestal - The physical housing for a tap connection point and/or single point of connection and the location where the Company's transport facilities are interconnected to the Customer's facilities. The subscriber pedestal is usually located at the property line and/or in the utility servitude, and it typically serves multiple living units. (N)  
(N)  
(N)  
(N)  
(N)

Certain material previously appearing on this page now appears on Original Page 7.1.

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CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.1 Definitions (Cont'd)

Tap Connection Point - The typical demarcation point for single family living units. The tap connection point is generally located at the subscriber pedestal and is the point where the coaxial or optical fiber cable is connected to the coaxial CATV service drop feeding each CATV subscriber's residence.

(N)  
(N)  
(N)  
(N)  
(N)

(D) (M)  
(D) (M)  
(D) (M)

2.2 Undertaking of the Company

(M)

2.2.1 Scope

(M)

(A) The Company shall provide the specifications described below and such other material and equipment as is necessary to operate the system.

(D) (M)  
(D) (M)

(B)

(D) (M)  
(D) (M)  
(D) (M)  
(D) (M)

(C)

(D) (M)  
(D) (M)

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CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.2 Undertaking of the Company (Cont'd)

2.2.1 Scope (Cont'd)

(D) The Company shall maintain the head end, optical fiber and coaxial cable transport facilities up to either the tap connection point located at the subscriber pedestal for single family living units or the single point of connection located at the subscriber pedestal or equipment room for multi-family living units. (C)  
(C)  
(C)  
(C)

(E) (D)  
(D)  
(D)  
(D)  
(D)

(F) (D)  
(D)

(G) The Company will own, install and maintain any stereo audio encoders required by the Customer to provide stereophonic sound on the video channels specified by the Customer. (N)  
(N)  
(N)

2.2.2 Description of Service

(A) (D)  
(D)  
(D)

(B) The Company will provide the head end equipment, including test equipment, necessary to provide 41 channels initially with growth to 54 channels. (C)  
(C)  
(C)

(C) The coaxial cable, provided by the Company, will be designed at 450 MHz capable of supporting 54 channels. (C)

(D) The video signal carried on each channel will be NTSC standard format, standard monaural sound with the exception of twelve existing stereo channels or any stereo channels subsequently added to the CATV system. The Company will provide stereophonic sound on the video channels specified by the Customer pursuant to the terms and conditions of this Tariff. (C)  
(C)  
(C)  
(C)  
(C)

CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.2 Undertaking of the Company (Cont'd)

2.2.2 Description of Service (Cont'd)

- (E) The Company will provide eight stereo audio encoders. Any stereo audio encoders required by the Customer beyond eight encoders will be billed at the nonrecurring charge as specified in Section 3.3 of this tariff. (N)  
(N)  
(N)

2.2.3 Provision of Service

- (A) The Company's obligation to furnish service is subject to the availability of material, equipment and labor and is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance thereof. (C)
- (B) The Company's obligation to provide service at the rates described herein is limited to the service area defined and described in Section 1.2 preceding.
- (C) Rates and charges specified in this tariff contemplate that work performed on the Customer's premises and other necessary work locations normally will be performed during an employee's scheduled work period in any given calendar day (i.e., 8:00 a.m. to 5:00 p.m., Monday through Friday). (T)

2.3 Obligation of the Customer

- (A) The Customer shall be responsible for obtaining any authority to provide cable television service, or other services, that may be required by law.
- (B) The Customer must notify the Company of any interruption of service upon ascertaining that it is not caused by any action or omission within the control of the Customer or its subscribers.
- (C) The Customer is responsible for providing all content and programming on the CATV transport system.
- (D) The Customer shall provide:

(D)

(D)

Any and all coaxial cable CATV service drops to the Company for installation. (N)  
(N)

CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.3 Obligation of the Customer (Cont'd)

(D) The Customer shall provide: (Cont'd)

Any necessary satellite descrambling and channel scrambling equipment to the Company for installation. (N)

(N)

(D)

All Channel Selectors (Converter units) on the subscriber's premises. (C)

(C)

(E) The Customer shall grant such easements or licenses which will allow the Company to perform its responsibilities under this tariff.

(F) The Customer shall provide CATV system management including, but not limited to, subscriber billing and collection, subscriber service contact and dispatch, and all video programming and control of content of the information transmitted over the CATV transport facilities.

(G) The Customer shall be responsible for coordinating with builders and subscribers for provision and maintenance of the inside wiring for each subscriber's premises. (C)

(C)  
(C)

(H) (D)  
(D)  
(D)  
(D)

(I) The Customer shall be responsible for maintenance of the coaxial cable CATV service drops from the tap connection point at the subscriber pedestal to the coaxial cable grounding block at the building entrance point. (N)

(N)  
(N)  
(N)  
(N)

2.4 Liability

(A) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by the Customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a credit allowance for a service interruption. (N)

(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)

Certain material previously appearing on this page now appears on 1st Revised Page 11.

CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.4 Liability (Cont'd)

- (B) The Customer will indemnify and save harmless the Company from liability (T) (M)  
for defacement or damage to the premises of the Customer or its (M)  
subscribers which defacement or damages directly results from the (M)  
furnishing of facilities for the CATV transport system or by the removal (M)  
thereof, and when such defacement or damage is the direct result of the (M)  
negligence of the Customer's employees or agents. (M)
- (C) Except in an emergency situation, the Customer shall not rearrange, (T) (M)  
disconnect, remove or attempt to repair any equipment installed by the (M)  
Company except as authorized in writing by the Company. The Customer (M)  
shall be responsible for damages to the facilities of the Company which (M)  
are directly caused by the negligence or wrongful act of the Customer's (M)  
employees or agents. (M)
- (D) The Customer shall indemnify and hold harmless the Company from any (T)  
loss, damage, cost or expense incurred by the Company with respect to  
the Customer's installation, operation or maintenance of that portion of  
the CATV transport system which is required to be installed, operated or  
maintained by the Customer pursuant to the terms of this tariff.
- (E) The Company will indemnify and save harmless the Customer from liability (T)  
for or damage to the premises of the Customer or its subscribers which  
defacement or damages directly results from the furnishing of facilities  
for the CATV transport system or by the removal thereof, and when such  
defacement or damage is the direct result of the negligence of the  
Company's employees or agents.
- (F) Except in an emergency situation, the Company shall not rearrange, (T)  
disconnect, remove or attempt to repair any equipment installed by the  
Customer except as authorized in writing by the Customer. The Company  
shall be responsible for damages to the facilities of the Customer which  
are directly caused by the negligence or wrongful act of the Company's  
employees or agents.
- (G) The Company shall indemnify and hold harmless the Customer from any (T)  
loss, damage, cost or expense incurred by the Company with respect to  
the Company's installation, operation or maintenance of that portion of  
the CATV transport system which is required to be installed, operated or  
maintained by the Company pursuant to the terms of this tariff.

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Certain material previously appearing on this page now appears on 1st Revised Page 12.

CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.4 Liability (Cont'd)

(H) Performance of the terms of this tariff by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, governmental or judicial authority, acts of God, war, riot or insurrection, blockades, lockouts, or other labor disputes or difficulties. Further, the Company shall not be liable for any loss or damage for delay or nonperformance due to the delay of a vendor's delivery of the equipment or facilities required for construction or operation of the CATV transport system. In the event of any delay resulting from such causes the time for performance of each of the parties under this tariff (including the payment of moneys) shall be extended for a period of time reasonably necessary to overcome the effect of such delays. (T) (M)  
(M)

2.5 Payment Arrangements

2.5.1 Billing

The Company shall submit monthly bills to the Customer, which bills shall contain an itemized listing of applicable charges and services. These bills shall be submitted on or before the 30th day of each month for the applicable charges for the preceding calendar month. The Customer shall provide the company with a monthly detailed report on or before the 25th day of the month which shall list the number of subscribers receiving CATV service from the Customer during that calendar month or any portion of fifteen (15) or more days thereof. The monthly detailed report submitted by the Customer will be used by the Company to properly bill the Customer for CATV transport services pursuant to Section 3.3 of this tariff. The Customer shall submit the monthly detailed report to a location designated by the Company. (C)  
(C)  
(C)  
(C)  
(C)  
(C)  
(C)  
(C)  
(C)  
(C)

The monthly report submitted by the Customer shall detail the number of single family unit subscribers and the number, street address, and size (in number of living units per building) of multi-family dwelling units receiving CATV services. (N)  
(N)  
(N)  
(N)

The Customer will have a three day grace period to submit its monthly billing report without any penalty. If the Customer fails to submit the monthly billing report to the Company by the 28th day of the (N)  
(N)  
(N)

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CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Billing (Cont'd)

calendar month, the Company will assess a penalty fee for the late submission of the billing information. The penalty fee to be assessed will be \$50.00 per day for each day after the 28th day of the month that the billing report is not received by the Company at the location designated by the Company. (N)

The Company reserves the right to conduct periodic (but not more than one per quarter), on-premise inspections of the Customer's billing records. The Company, at its discretion, will conduct these on-premise inspections to verify that the number of subscribers in the monthly detailed report submitted by the Customer is consistent with the number of subscribers actually billed for CATV service each month by the Customer. In addition, the Company shall have the right to conduct at its expense an annual formal audit of the Customer's billing records if it so chooses. If the Company's inspections and/or formal audits identify discrepancies in the billing information submitted by the Customer, then the two parties will mutually resolve the identified discrepancies. The Customer shall have the right to employ, at its own expense, an independent auditor to help resolve any such discrepancies. The parties agree to adjust their previous billing as appropriate in order to resolve any identified discrepancies. (N)

2.5.2 Payment for Service (M)

(A) The Customer is responsible for the payment of charges for those services furnished to the Customer by the Company as provided for in this tariff. Bills are payable at locations designated by the Company, which locations shall be in Orange County, Florida. All bills are due thirty days from the billing date printed on the bill. All bills, or portions of bills, not paid by the bill due date will accrue interest at a rate of 12.75% simple interest per annum. If the Customer is not in agreement with any portion of the bill, then the Customer and the Company will make their best efforts, up to and including independent arbitration, to resolve the dispute. In the event that independent arbitration is required to resolve the dispute, the cost of such independent arbitration will be shared equally by the Company and the Customer. The remaining undisputed portion of the bill must be paid under the terms listed above. (M)

(B) Unless satisfactory arrangements are made with the Company, the Customer's service is subject to cancellation for nonpayment of charges, including any accrued interest. (M)

Certain material now appearing on this page previously appeared on Original Page 12.

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CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Billing (Cont'd)

(C) If the Customer's account has been in arrears for two consecutive months or more of billing, the account will be deemed to be delinquent (unless satisfactory arrangements are made with the Company) and the Customer will be subject to cancellation of service as provided for herein. The Company shall provide written notice of the delinquent account to the Customer, and the Customer shall have a period of fifteen days after receipt of the notice to correct such arrearage by either paying the disputed amount plus interest or placing such amount in a trust account designated by the Company. If the Customer fails to correct the arrearage, the Company shall be entitled to cancel service to the Customer and such cancellation shall be deemed a cancellation for cause. Service may be reinstated upon payment in full of all delinquent amounts, including all accrued interest, and upon arranging satisfactory provision for payment of future billing.

2.6 Repair Provisions

Paragraphs (A) through (G) below contain the standards and criteria which shall govern the manner in which the parties respond to subscriber complaints and repair the CATV transport system to be constructed and maintained.

The responsibilities and obligations of the Company and the Customer in responding to subscriber trouble reports and repair requests and making repairs shall be as follows:

(A) Repair requests from the Customer to the Company shall be answered and the repair completed as soon as reasonably possible, including weekends and holidays.

Certain material now appearing on this page previously appeared on Original Page 12.

CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.6 Repair Provisions (Cont'd)

- (B) The Company shall employ and have on duty that number of service personnel which is sufficient to handle normal out-of-service calls. The aforementioned personnel shall be available (either on-the-job or on call) on holidays and weekends.
- (C) The Customer shall advise its subscribers to notify the Customer of problems concerning the CATV transport facilities and upon receipt of such a report, the Customer shall use its best efforts to verify that the reported problem exists within the CATV transport system constructed, installed and provided by the Company. Once the problem has been identified as existing in the Company's transport system and appropriate information to assist the Company in responding to the problem has been provided, the Company shall acknowledge the repair call and notify the Customer of the date and time when the repair is completed. If, after responding to a repair call from the Customer, the problem is found not to be the responsibility of the Company, the Customer will be subject to a Maintenance Service Charge of \$25.00. (T)  
(C)  
(C)  
(N)  
(N)
- (D) The Company shall provide repair contact number(s) to the Customer for purposes of responding to the Customer's requests for repair as set forth in Section 2.6 (C) above.
- (E) Repairs which are required to the coaxial cable CATV service drop, the CATV inside wiring, or the Customer provided converter box located in the subscriber's premises shall be the responsibility of the Customer. (C)  
(T)
- (F) The Customer and the Company shall share information necessary to repair and maintain the system. In addition, the Company shall supply operations information as may be required of the Customer by the franchising authority of Orange County or other governmental entities which have jurisdiction over the Customer. The information to be provided shall be limited to that which allows the Customer to ensure that the services contracted from the Company are being provided in accordance with the tariff and in compliance with the federal, state and county regulatory agency requirements.
- (G) Whenever it is necessary for the Company to interrupt service for the purpose of maintenance, alteration or repair, the Company shall immediately notify the Customer so it may notify the affected subscribers, unless the interruption is unforeseen or the repair is immediately necessary. (T)

CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.7 Interruption of Service

If the CATV transport service to be provided by the Company pursuant to this tariff is interrupted as a result of the Company maintenance, alteration, testing or repair, a pro rata credit allowance which shall be based upon the duration of the interruption shall be made to the Customer as follows:

- (A) Interruption of service must exceed 24 consecutive hours and must affect 25% or more of the Customer's subscribers. (C)
- (B) Each interruption will be considered separately. (C)
- (C) The period of interruption will be measured starting from the time the Company is notified by the Customer of the interruption and ending when the interruption is cured and service is restored and accepted by the Customer. During an interruption of service, periods of testing or brief intermittent service do not constitute restoration of service. However, no credit allowance will be given for any period of time in which the Company is not afforded access to the premises where the service is located. (T)
- (D) The Customer shall be credited for each CATV subscriber with an interruption of 24 hours or more at the rate of 1/30 of the applicable monthly transport rate for each period of 24 hours or fraction thereof that the interruption continues. (C)
- (E) In the event that the Customer is fined by the franchising authority of Orange County (or other regulatory agencies which have jurisdiction over the Customer) and the fine is the specific result of a failure or outage identified to be in the Company's CATV transport system, the Company agrees to reimburse the Customer for any such fines unless the CATV transport system failure or outage is due to causes not reasonably within the Company's control. (N)

2.8 Assignment or Transfer of Service

The Customer's interests under this tariff may be assigned or transferred to another party, provided the assignee or transferee makes arrangements (including an appropriate deposit if required) that are satisfactory to the Company for the payment of all charges owing by the Customer to the date of transfer of service and assumes responsibility for the unexpired portion of the licenses, franchises or any other approvals that may be required by law to provide CATV service. In addition, any and all reasonable costs incurred by the Company as a result of the movement or rearrangement of facilities or buildings, or any other cost necessitated by the assignment or transfer to the other party, will be borne by that assignee or transferee, except those costs related to obtaining new or amended regulatory approvals. (C)

The Company's interest under this tariff may not be assigned or transferred to another party without express written approval of the Customer. (N)

CATV TRANSPORT SERVICE

2-REGULATIONS (Cont'd)

2.9 Ownership of the System

The Company shall own the CATV head end, optical fiber and coaxial cable transport system and copper wire cable facility network. (T)  
(C)

2.10 Cancellation for Cause

The Company, after five days of written notice to the Customer, may cancel the service required to be provided by the terms of this tariff in whole or in part without incurring any liability if the Company by order of a court, or other regulatory governmental authority with jurisdiction, is prohibited from furnishing the services which it is required to provide under this tariff. If the Company is sued in a court of competent jurisdiction or made subject to administrative hearing procedures of governmental regulatory agencies and if such suit(s) or procedure(s) seek to prohibit the Company from furnishing the services which it is required to provide under this tariff; in such event, the Company shall notify the Customer not later than five days after receipt of notice of such suit or proceedings, and the Company further agrees to vigorously pursue such legal actions as are necessary to fulfill its obligations under this tariff.

The Customer may cancel the service if the Company fails to perform its obligations as outlined in this tariff. The Customer shall notify the Company in writing of the specific items which are not being performed in accordance with the tariff. The Company shall have thirty days to correct such deficiencies or, in the event such deficiencies cannot be corrected within the thirty day period, the Company shall commence the correction of such deficiencies within the thirty day period. If the Company does not correct or commence to correct the deficiencies within the required period, then the Customer can cancel the service upon fifteen days written notice to the Company. (N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)

CATV TRANSPORT SERVICE

3-OPERATION OF THE SYSTEM AND CHARGES

3.1 Operation

The Company shall operate and maintain the CATV transport facilities for the Customer in accordance with the terms of this tariff. The Company shall maintain the facilities and provide the required video transport for the monthly rates provided in Section 3.3 of this tariff.

(T)

3.2 Rate Regulations

(T)

3.2.1 Application of Rates

(T)

The Customer shall be billed the rates and charges for the cable transport services furnished by the Company as set forth in 3.3 (A) through following. The video channel capacity of the Company's head end will determine the monthly rates applicable to the Customer.

(T)  
(C)  
(C)  
(C)

The monthly recurring rate per single family unit for the head end capacity of 36 to 41 video channels will increase from \$5.50 to \$5.80 per subscriber one year from the effective date of this tariff.

(N)  
(N)  
(N)

Once the video channel capacity of the Company's head end has been upgraded at the request of the Customer to a level which results in an increase in the monthly rates, the Customer must remain at the higher head end capacity.

(N)  
(N)  
(N)

3.2.2 Transition Rates

(N)

At the option of the Customer, the appropriate single family living unit monthly rate (based on the number of video channels generated at the head end) may be applied (with the same terms and conditions) for each CATV subscriber in a multi-family dwelling unit for up to six months. This six month optional period will start with the month the first CATV subscriber in the multi-family dwelling unit is charged for CATV transport at the appropriate single family living unit rate. At the end of this six month optional period, the multi-family dwelling will be billed at the appropriate bulk transport monthly recurring charge with no further option to use the single family living unit rates.

(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)

Certain material previously appearing on this page now appears on Original Page 19.

CATV TRANSPORT SERVICE

3-OPERATION OF THE SYSTEM AND CHARGES

3.2 Rate Regulations (Cont'd) (T)

3.2.3 Adjustments (T)

The Company will maintain the facilities and provide the required transport service at the above stated rates for two and one-half (2 and 1/2) years from the effective date of this tariff. The Company has the option and is permitted to increase all rates and charges set forth in Section 3.3 based on the following: (C)  
(C)  
(C)  
(C)  
(C)

(A) An amount equal to the percentage change in the Consumer Price Index-Urban (CPI-U) from the effective date of this tariff to the end of the two and one-half year period. This CPI-U based increase applies equally to all rate elements regardless of the number of channels being generated by the head end at the time of the increase. Although the monthly recurring rate for the head end capacity of 36 to 41 video channels (per single family unit) will increase from \$5.50 to \$5.80 per subscriber one year from the effective date of this tariff as set forth in 3.3 following, the CPI-U percent calculations will be based on the original \$5.50 monthly transport rate for the 36 to 41 head end channel capacity. However, in no instance shall the monthly rate for the head end capacity of 36 to 41 video channels per single family unit be reduced below \$5.80. (N)  
(N)

(B) An amount based on any non-reimbursed expenditures made by the Company at the request of the Customer as a result of changes, modifications or upgrades required by any appropriate CATV regulatory agency. The rates and charges will be adjusted to allow recovery of the non-reimbursed expenditures over the remaining life of this tariff. (N)  
(N)  
(N)  
(N)  
(N)

The Company has the option to adjust its rates and charges for each successive two and one-half year period through the life of this tariff in accordance with these formulas. (N)  
(N)  
(N)

Notwithstanding any language to the contrary in this tariff, if the Company is offering a rate lower than the rates provided in Section 3.3 hereto to other cable companies in Orange County, Florida, then, and in that event, Section 3.3 of this tariff shall be automatically amended and the rate(s) to be charged to the Customer shall be the lowest rate(s) at which the Company is offering services substantially similar to those which are provided pursuant to this tariff. (T)  
(T)  
(T)  
(T)  
(T)

EFFECTIVE: FEBRUARY 1, 1993

CATV TRANSPORT SERVICE

3-OPERATION OF THE SYSTEM AND CHARGES

3.3 Rates				(N)
(A) Head End Capacity of 36 to 41 Video Channels				(N)
				(N)
	<u>Monthly</u> <u>Rate</u>	<u>USOC</u>		(N)
				(N)
(1) Per single family living unit Effective 02-01-94	\$ 5.50 5.80	VOEA1		(N)
(2) Per multi-family dwelling with				(N)
(a) up to 8 living units	28.00	VOEB1		(N)
(b) 9 to 16 living units	52.00	VOEC1		(N)
(c) 17 to 24 living units	72.00	VOED1		(N)
(B) Head End Capacity of 42 to 47 Video Channels				(N)
				(N)
(1) Per single family living unit	6.50	VOEA2		(N)
(2) Per multi-family dwelling with				(N)
(a) up to 8 living units	32.00	VOEB2		(N)
(b) 9 to 16 living units	60.00	VOEC2		(N)
(c) 17 to 24 living units	84.00	VOED2		(N)
(C) Head End Capacity of 48 to 54 Video Channels				(N)
				(N)
(1) Per single family living unit	7.50	VOEA3		(N)
(2) Per multi-family dwelling with				(N)
(a) up to 8 living units	36.00	VOEB3		(N)
(b) 9 to 16 living units	68.00	VOEC3		(N)
(c) 17 to 24 living units	96.00	VOED3		(N)
				(N)
	<u>Nonrecurring</u> <u>Charge</u>	<u>USOC</u>		(N)
				(N)
(D) Installation of stereo audio encoders as specified by the Customer				(N)
				(N)
(a) Per stereo audio encoder	\$1125.00	QXS		(N)

EFFECTIVE: FEBRUARY 1, 1993

CATV TRANSPORT SERVICE

3-OPERATION OF THE SYSTEM AND CHARGES

3.3 Rates (Cont' d)

(D) (M)

(D) (M)  
(D) (M)

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