

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between the City of New York (“City” or “NYC”) and Verizon New York Inc. and Verizon Communications Inc. (“Verizon”) (collectively, the “Parties”) and is effective as of the date the last-dated signature below is affixed (the “Effective Date”).

WHEREAS, effective May 28, 2008, the Parties entered into a Cable Franchise Agreement by and between the City of New York and Verizon New York Inc. (the “CFA”); and

WHEREAS, the City filed a lawsuit against Verizon in the Supreme Court of the State of New York, County of New York, Index No. 450660/2017 (the “Lawsuit”), concerning a dispute between the Parties over Verizon’s performance under the CFA (the “Dispute”); and

WHEREAS, pursuant to that certain Stipulation and Order dated February 5, 2020, the City’s deadline to file papers in support of its motion for summary judgment was March 31, 2020, which deadline was tolled from March 20, 2020 to November 3, 2020 pursuant to Executive Order 202.8 and successor Executive Orders, as reflected in a series of stipulations between the parties respectively dated March 24, 2020, April 23, 2020, May 8, 2020, June 11, 2020, July 10, 2020, August 6, 2020, September 9, 2020, and October 7, 2020;

WHEREAS, on March 23, 2020, Verizon provided NYC with notice that the Coronavirus Disease-2019 (“COVID-19”) outbreak and related declarations by and actions of health and safety agencies and federal and state governments were causing disruptions to regular business activities and are force majeure events under the Cable Franchise Agreement. Verizon intends to submit supporting documentation in accordance with the process set forth in the CFA. Verizon asserts that the course of COVID-19 – that is, whether there will be future surges, and whether and when it will be fully contained and controlled – and the responses of state and local governments as well as property owners to the pandemic as it runs its course, are not and cannot be known. Consequently, Verizon represents that the full extent of the impact and disruption of COVID-19 on Verizon’s business activities is uncertain, unknown, unforeseeable, unavoidable, and beyond its control;

WHEREAS, the City neither accepts nor acknowledges that COVID-19 has had or will have any impact on Verizon’s ability to comply with its obligations under the Franchise Agreement. The City reserves the right to contest Verizon’s March 23, 2020 notice of force majeure and Verizon’s assertions and representations set forth above, and to dispute any claim of force majeure in connection with COVID-19. The City presently takes no position as to whether COVID-19 (including any related events) constitutes a force majeure event for purposes of the Cable Franchise Agreement and/or the Proposed Modifications (as that term is defined below). The City represents that Verizon to date has not submitted any supporting documentation attempting to substantiate its claim of force majeure in connection with COVID-19, and that the City intends to consider Verizon’s claim of force majeure only upon the submission of such documentation;

WHEREAS, the Parties desire to fully and finally resolve and settle the Dispute and the Lawsuit as provided herein.

NOW, THEREFORE, intending to be legally bound, and in consideration of the foregoing clauses, which clauses are hereby made a part of this Settlement Agreement, and the promises, covenants, and agreements set forth below, the Parties hereby agree as follows:

1. Amendment to Cable Franchise Agreement. Subject to receipt of the Regulatory Approvals as defined in Paragraph 2, the Parties hereby agree to the Proposed Modifications to Cable Franchise Agreement attached hereto as Exhibit A (the “Proposed Modifications”).

2. Conditions Precedent. The effectiveness of each and every term of this Agreement, including without limitation the mutual releases set forth in Paragraph 4, is subject to the conditions precedent that (i) approval of the Proposed Modifications is received from the City’s Franchise Concession Review Committee (“FCRC Approval”); and (ii) approval of the Proposed Modifications is received from the New York State Public Service Commission (“PSC Approval,” and together with FCRC Approval, the “Regulatory Approvals”); provided, however, that Paragraph 3 shall be effective upon execution of this Agreement, notwithstanding the occurrence or non-occurrence of any condition precedent. The conditions precedent contemplated in this Paragraph shall be met if, during the process of obtaining the Regulatory Approvals, the terms in the Proposed Modifications are revised and/or amended, incorporated into an amended Cable Franchise Agreement executed by the Parties, and the amended Cable Franchise Agreement receives the Regulatory Approvals.

3. Disposition of Lawsuit and Related Relief.

(a) If the Regulatory Approvals are granted, the Parties shall execute the stipulation of discontinuance with prejudice in the form attached hereto as Exhibit B (the “Stipulation With Prejudice”), and counsel for the City shall file the executed Stipulation With Prejudice with the Court within five (5) business days of the receipt of the notice from Verizon pursuant to Section 1.55 of the Proposed Modifications, a copy of which shall concurrently be provided in accordance with Paragraph 27 of this Agreement. Upon the filing of the Stipulation with Prejudice, the Lawsuit will be dismissed with prejudice.

(b) If the Regulatory Approvals are denied, or if the Regulatory Approvals have not been granted or denied as of September 30, 2021, counsel for the City may move, by Order to Show Cause or otherwise, to restore the case to the trial calendar. If the Regulatory Approvals are denied, such motion shall be filed within thirty (30) days of the receipt of the denial for Regulatory Approvals.

4. Franchise Fund. With respect to the grant that Verizon is required to pay to the City under Section 5.8 of the Proposed Modifications, in the event that Verizon uses any portion or all of the grant as an offset against other money due to the City under the CFA (“Offset”), Verizon shall be liable under this Agreement to make a payment to the City in the amount of the Offset.

5. Mutual Release of All Claims. In consideration of the mutual promises, covenants, and assurances, and other good and valuable consideration, the Parties, on behalf of themselves and their officers, directors, shareholders, members, principals, employees, agents, affiliates, parent companies, subsidiaries, related companies, predecessors, heirs, successors, and

assigns, hereby release each other and each other's officers, directors, shareholders, members, principals, employees, agents, affiliates, parent companies, subsidiaries, related companies, heirs, successors, assigns, and insurers, and all other persons or entities who might be claimed to be liable, from all actions, appeals, causes of action, liabilities, suits, debts, damages, claims, dues, sums of money, liens, accounts, reckonings, judgments, executions, extents, bonds, bills, specialties, losses, costs, expenses, and demands, now known or later discovered, from the beginning of time to the present, arising from or out of, based upon, in connection with, or otherwise relating in any way to the Dispute, including without limitation the claims asserted in the Lawsuit.

6. Release Exclusions. For the avoidance of doubt, none of the releases herein shall be interpreted to affect claims arising out of the failure of any Party to perform in conformity with the terms of this Settlement Agreement.

7. Sufficiency of Consideration. The Parties each acknowledge the receipt and sufficiency of the consideration described herein and expressly agree that no further act or payment is owed to any Party, except as described herein.

8. No Admission of Liability. This Settlement Agreement represents a compromise of disputed claims, and nothing in this Settlement Agreement is, nor shall be determined to be, an admission of liability or wrongdoing by any Party or of the truth, correctness, or validity of any of the claims or defenses that have been asserted in connection with the CFA.

9. Entire Agreement. This Settlement Agreement and Term Sheet contain the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter hereof. No oral understandings, statements, or promises contrary to the terms of this Settlement Agreement or Term Sheet exist. This Settlement Agreement and Term Sheet may be amended only by written instrument signed by each of the Parties. The Amendment to the CFA once executed by the Parties will supersede the Term Sheet.

10. Integration/Modification. This Settlement Agreement and Term Sheet set forth all of the terms and conditions of the settlement between the Parties and cannot be altered, modified, or otherwise changed except by a writing signed by all of the Parties to this Settlement Agreement and Term Sheet. The Amendment to the CFA once executed by the Parties will supersede the Term Sheet.

11. Negotiated Agreement. Each of the parties has participated in the drafting and negotiation of this Settlement Agreement and Term Sheet. Accordingly, for all purposes, this Settlement Agreement and Term Sheet shall be deemed to have been drafted jointly by the parties.

12. Construction of the Agreement. The Parties agree that the terms and language of this Settlement Agreement and Term Sheet are the result of settlement negotiations by, between, and among the Parties, and, as a result, there shall be no presumption that any ambiguities in the Settlement Agreement or Term Sheet shall be resolved against any Party. Any controversy over

the construction of this Settlement Agreement and Term Sheet shall be decided neutrally, in light of their conciliatory purposes, and without regard to events of authorship or negotiation.

13. Waiver and Severability. The Parties agree that a waiver of any term or condition of this Settlement Agreement will not be deemed to be, and may not be construed as, a waiver of any other term or condition hereof. The Parties agree that if any provision of this Settlement Agreement is adjudicated to be unenforceable or invalid for any reason, that part will be severed from the Settlement Agreement but that the validity and enforceability of the remainder of this Settlement Agreement shall in no way be affected or impaired.

14. Jurisdiction. Any dispute related to or arising out of this Settlement Agreement shall be adjudicated exclusively in the state or federal courts sitting in the County of New York in the State of New York. Each Party submits to the personal jurisdiction of the state or federal courts sitting in the County of New York in the State of New York for any disputes related to or arising out of this Settlement Agreement.

15. Governing Law. Any dispute related to or arising out of this Settlement Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to conflict of law principles.

16. Complete Defense. This Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, claim, or other proceeding which is instituted, prosecuted, threatened or maintained in breach of this Settlement Agreement.

17. Binding Effect. This Settlement Agreement shall apply to, and be binding on or inure to the Parties' administrators, executors, legal representatives, heirs, assignees, successors, agents, and assigns.

18. No Third-Party Beneficiaries. The Parties do not intend, and no provision of this Settlement Agreement shall be interpreted to, provide or confer any rights or benefits to any individuals or entities other than the Parties to this Settlement Agreement.

19. Non-Assignment. A party's rights under this Settlement Agreement may not be assigned without the express written consent of the other party, which consent may be given only in accordance with applicable law and regulation.

20. Execution of Additional Documents. The Parties agree to execute such other documents as may reasonably be requested by another Party hereto in order to implement or further assure the terms of this Settlement Agreement and Term Sheet.

21. Opportunity to Review. The Parties expressly acknowledge that they have reviewed the Settlement Agreement and Term Sheet and discussed them with counsel, and based on such review and discussion agree to its terms. The Parties are not relying and have not relied upon any representation or statement made by each other with regard to the subject matter, basis, or effect of the Settlement Agreement or Term Sheet.

22. Voluntary Execution. The Parties acknowledge that the Settlement Agreement and Term Sheet are being executed voluntarily and without any duress or undue influence.

23. Authority to Enter Agreement. The Parties each expressly warrant and represent that the person signing the Settlement Agreement and Term Sheet is fully authorized to execute the Settlement Agreement and Term Sheet on his/its behalf and is fully authorized and empowered to effectuate the terms of the Settlement Agreement and Term Sheet.

24. Costs, Expenses and Attorneys' Fees. The Parties each shall bear their own costs, expenses, and attorneys' fees in connection with the negotiation of this Settlement Agreement.

25. Headings. The headings in this Settlement Agreement are provided for convenience only, and shall not be considered as substantive terms of this Settlement Agreement, and shall not be used in the interpretation of this Settlement Agreement.

26. Counterparts/Duplicate Originals. This Settlement Agreement may be executed in one or more counterparts. Facsimile and/or PDF signatures on this Settlement Agreement shall have the same force and effect as original signatures. A copy of this Settlement Agreement is as effective as an original.

[This space is intentionally left blank.]

27. Notices. All notices and other communications to be given or delivered under, or in furtherance to, this Settlement Agreement and/or the provisions of this Settlement Agreement shall be in writing and sent via overnight delivery service and email (to the extent an email address is provided) to the recipients below, which contact information may be updated upon notice to the other party:

To the City: NYC Office of the Corporation Counsel
Attn: Brian T. Horan
100 Church Street, 20th Floor
New York, NY 10007
bhoran@law.nyc.gov

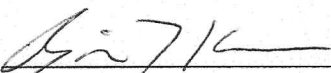
To Verizon: General Counsel
Verizon Communications Inc.
1 Verizon Way
Basking Ridge, NJ 07920


The City of New York
JAMES E. JOHNSON
Corporation Counsel of the City of N.Y.

**Verizon New York Inc. and Verizon
Communications Inc.**

By: Brian T. Horan

By: Kevin M. Seervice

Signature: 

Signature: 

Title: Asst. Corporation Counsel

Title: SVP-OPERATIONS

Date: 11/19/2020

Date: 11/19/2020

EXHIBIT A
to Settlement Agreement and Release
dated November 19, 2020

FRANCHISE AMENDMENTS

Subsection 1.49 is amended as follows:

Video Network Created: Video transport connections and equipment have been established and are operational to the fiber distribution terminal serving the residence requesting Cable Service. Additionally, for MDUs, Verizon has obtained building access and prepositioned its video facilities in the MDU which are necessary for serving requesting residences within the MDU. With respect to any given residence, the term “Video Network Create” means to reach Video Network Created status at such residence, and the term “Video Network Creation” means the act of Video Network Creating such residence.

New Subsection 1.53 is added as follows:

Amendment: The proposed amendments to the Agreement attached as Exhibit A to that certain settlement agreement by and between the City and Franchisee dated November 19, 2020 (“Settlement Agreement”) in connection with the action entitled *The City of New York v. Verizon New York Inc. and Verizon Communications Inc.*, New York Supreme Court, New York County, Index No. 450660/2017.

New Subsection 1.54 is added as follows:

Designated Community District: Each of the community districts (as that term is used in Chapter 69 of the New York City Charter) set forth in Exhibit W.

New Subsection 1.55 is added as follows:

Amendment Date: The date on which the New York Public Service Commission grants approval of the Amendment. The Franchisee shall memorialize the Amendment Date by notifying the City in writing of the same, which notification shall become a part of this Franchise.

The second sentence of Section 3.1 is amended as follows:

The term (“Term”) of this Agreement and the Franchise granted herein shall be ~~twelve (12)~~ fifteen (15) years from the Effective Date, ~~or until June 30, 2020, whichever is later~~, unless the Franchise is earlier revoked as provided herein; the period from July 17, 2020 to July 16, 2023 shall be referred to herein as the “Extended Term.”

New Subsection 5.3.2 is added as follows:

Video Network Creation of Properties Beginning January 1, 2020: During the period beginning January 1, 2020 and ending on the last day of the Term (the “Settlement Term”), Standard Installation status shall be reached at a minimum of 500,000 residential dwelling units that were not eligible for Standard Installations as of December 31, 2019. This additional Cable Service availability deployment shall be conducted in accordance with the following schedule: from January 1, 2020 to June 30, 2021, at least 225,000 residential dwelling units; from July 1, 2021 to June 30, 2022, at least 150,000 residential dwelling units; from July 1, 2022 to December 31, 2022, at least 75,000 residential dwelling units; and from January 1, 2023 to July 16, 2023, at least 50,000 residential dwelling units (each such period a “Build Period”). To the extent Franchisee exceeds any of the foregoing deployment requirements in any one or more Build Periods, such overage can be applied to a subsequent Build Period or periods, and may be so allocated in Franchisee’s sole discretion, upon written notice to the City. Video Network Creation of properties in excess of the 500,000 residential dwelling units required, as set forth in this Subsection, shall be in Verizon’s sole discretion.

New Subsection 5.3.2.1 is added as follows:

Exceptions: Both of the Video Network Creation schedule set forth in Subsection 5.3.2 and the Equity Consideration schedule set forth in Subsection 5.3.4 are subject to extensions for periods of Force Majeure.

New Subsection 5.3.2.2 is added as follows:

COVID-19:

Verizon and the City agree that both parties will reserve all rights, including any defenses, as it relates to the impact of COVID-19 regarding Verizon’s build obligations during the Settlement Term consistent with the COVID-19 clauses set forth in the Settlement Agreement, which are hereby acknowledged; the parties further agree that the signing of this Amendment and/or the Settlement Agreement does not prejudice Verizon’s right to assert that COVID-19, and any impact it has had or may in the future have on the parties’ obligations under the Amendment, constitutes a Force Majeure event, or the City’s right to contest or deny any such assertion.

In the event Verizon asserts, following the end of each Build Period, that a Force Majeure event causing delay in its build requirements resulted from COVID-19, Verizon shall provide the City with supporting documentation evidencing that the delay is due to COVID-19 and its

need for an extension of time to build for the Build Period (“Build Period Extension”).

If the parties reach agreement on the terms of a Build Period Extension for any given build year, any such additional time shall be appended to the end of the Extended Term or to any prior years’ Build Period Extension period(s), if any. Verizon will therefore be afforded the additional time at the end of the Extended Term to meet the outstanding build obligations agreed to as part of any given Build Period Extension. The City will not bring suit for breach of contract against Verizon for those build obligations covered by the Build Period Extension until after each such Build Period Extension period expires and then, only if Verizon fails to satisfy the build obligation it was required to meet under the terms of the specific Build Period Extension that has expired.

If the parties cannot reach agreement on the terms of a Build Period Extension for any given Build Period, the City reserves its right to seek relief for breach of the Amendment as permitted under the terms of the Amendment, including in observation of the Cure Period set forth in Subsection 5.3.5.1.

New Subsection 5.3.2.3 is added as follows:

Quarterly Verification Process: On or before December 2, 2020, Franchisee shall report to DoITT the number of residential dwelling units Video Network Created pursuant to Subsection 5.3.2 and 5.3.4 during each of the first three quarters of calendar year 2020. Beginning in January 2021, between the 1st and 15th business days of that month and every third month thereafter, Franchisee shall report to DoITT the number of residential dwelling units Video Network Created pursuant to Subsection 5.3.2 and 5.3.4 and other relevant information during the immediately foregoing three-month period. Reports submitted by Franchisee pursuant to this subsection shall be in .xls, .xlsx, or .csv format and take a form consistent with Exhibit X and shall be subject to Section 11 of the Franchise Amendment provided, however, that DoITT may make any such report publicly available 75 days after it is submitted by Franchisee.

New Subsection 5.3.3 is added as follows:

Franchisee shall maintain adequate staffing as necessary to timely satisfy the requirements of Section 5.3.2.

New Subsection 5.3.4 is added as follows:

Equity Consideration:

(i) In conjunction with network deployment efficiencies that can be gained by Video Network Creating multiple buildings in the same vicinity and as part of the Video Network Creation of 500,000 residential dwelling units referenced in Subsection 5.3.2, the total residential dwelling units that are Video Network Created in the Designated Community Districts (including without limitation New York City Housing Authority properties located within those Designated Community Districts) shall be at least 125,000, and the number of residential dwelling units Video Network Created in each Designated Community District shall meet the minimums set forth in Exhibit W with a total overall of 125,000 in the Designated Community Districts combined, subject to waivers by the Commissioner upon a demonstration, to DoITT's reasonable satisfaction, that it is impracticable to achieve such Video Network Creation numbers but in no event will such waiver be deemed an exception or a reduction of the overall number of homes that must be Video Network Created pursuant to Section 5.3.2.

(ii) In connection with the Video Network Creation of 500,000 residential units referenced in Subsection 5.3.2, Franchisee shall be required to Video Network Create the New York City Housing Authority properties identified on Exhibit Y by June 30, 2021, except in cases where a Section 5.5 exception applies. In accordance with the terms of Section 5.5.2 (Right-of-Way Assistance), Franchisee and the City shall seek to address any Section 5.5 exceptions to facilitate the Video Network Creation of the NYCHA properties.

(iii) In connection with the Video Network Creation of 500,000 residential units referenced in Subsection 5.3.2, Franchisee shall be required to Video Network Create the New York City Housing Authority properties identified on Exhibit Z by March 31, 2023, subject to a Certificate of Design Acceptance between NYCHA and Franchisee executed on or before March 15, 2022, except in cases where a Section 5.5 exception applies. In accordance with the terms of Section 5.5.2 (Right-of-Way Assistance), Franchisee and the City shall seek to address any Section 5.5 exceptions to facilitate the Video Network Creation of the NYCHA properties.

New Subsection 5.3.5 is added as follows:

Liquidated Damages: For any failure on the part of Franchisee to reach Standard Installation status at 500,000 additional residential dwelling units by July 16, 2023 (or later due date for the final completion of performance pursuant to any extensions for Force Majeure and any Cure Period in accordance with Section 5.3.5.1) (“Final Performance Date”) in accordance with Section 5.3.2, Franchisee shall be liable for liquidated damages not to exceed an aggregate amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000). The amount of liquidated damages shall be \$75 multiplied by the difference between (i) 500,000 and (ii) the number of residential dwelling units that were Video Network Created between January 1, 2020 and July 16, 2023. Verizon shall pay such liquidated damages, if any, no later than December 15, 2023. The liquidated damages provided in this Subsection 5.3.5 shall be the sole and exclusive remedy for all claims arising from or relating to Franchisee’s deployment and Service Availability obligations pursuant to Section 5.3.2 with respect to the first 20,000 residential dwelling units missed in connection with such failure as of the Final Performance Date.

New Subsection 5.3.5.1 is added as follows:

In the event that, as of the end of Build Period and as of July 16, 2023, Franchisee has failed to reach Standard Installation status at the additional residential dwelling units set forth in Section 5.3.2 for the applicable time period, then Franchisee shall be afforded a period of up to four (4) months to cure each such shortfall (the “Cure Period”). In the event that the City can demonstrate that after such Cure Period, Franchisee has, pursuant to Section 5.3.2., failed to reach Standard Installation status with respect to the residential dwelling units required for the applicable time period (such shortfall the “Noncompliant Units”), then the City shall have the right to seek specific performance with respect to such Noncompliant Units. With respect to such Noncompliant Units, if any, as of the Final Performance Date, the City’s right to seek specific performance shall be subject to Subsection 5.3.5.

Subsection 5.4.2.1 is amended as follows:

If the Franchisee is unable to fulfill a potential residential Subscriber’s request for Non-Standard Installation of Cable Service within six (6) months of Franchisee’s receipt of such request or the later date as agreed to with the requesting potential residential Subscriber (as the case may be), Franchisee shall promptly provide notice to such potential residential Subscriber setting forth: (i) the basis for the current unavailability of Cable Service at the requesting location; and (ii) to the extent available, a good faith estimate of the date by which Franchisee

believes that Cable Service may be available at the location. Such notice shall be provided in oral, written, electronic or other format acceptable to the Commissioner; provided, however, that in no event shall Franchisee fulfill such Non-Standard Installation request subsequent to the later of: ~~(i) the date which is six (6) months from the date which is six (6) months following a potential Subscriber's initial request for Non-Standard Installation or the later date as agreed to with the requesting potential residential Subscriber (as the case may be)~~ the last day of the Term of this Agreement; or (ii) a further later date agreed to with the Subscriber.

Section 5.5 is amended as follows:

Exceptions: Franchisee's Cable Service availability obligation as set forth in Section 5.4 and Subsections 5.3.4 (ii) and (iii) shall be subject to the following exceptions:

(A) where the FTTP Network has not been deployed or a VSO is not yet opened for sales;

(B) for periods of Force Majeure; ~~and~~

(C) periods of delay caused by Franchisee's inability, after good faith efforts, to obtain valid legal authority to access any property MDU in the Franchise Area for the purpose of providing Cable Service to residential dwelling units on or within such property MDU on other than commercially unreasonable terms and conditions with respect to each such property;

(D) where Franchisee provides proof from the subject property owner, managing agent or coop/condo board that Franchisee service is not wanted (including without limitation written denials or evidence of persistent non-responsiveness by the property owner, managing agent, or coop/condo board, evidence of unreasonable conditional access or evidence of protracted negotiations involving unreasonable delays by the subject property owner, managing agent or coop/condo board);

(E) where the subject property cannot be reached due to insurmountable infrastructure issues, meaning that architectural and/or structural elements and/or conditions within the subject property or physical elements of the area surrounding the subject property unreasonably limit Franchisee's ability to Video Network Create the subject property;

(F) with respect to a building that Franchisee intends to reach by crossing over an adjacent building, where the adjacent landlord

refuses to grant crossover access after Franchisee's reasonable efforts to obtain such access; and

(G) Non-Standard Installation requests that are less than six (6) months old at the time that the Cable Service availability commitment set forth in Subsection 5.3.2 is satisfied, (subject to extension for Force Majeure).

A request for a Non-Standard Installation ("NSI") shall not qualify for any of the exceptions set forth in items (D), (E), or (F) unless Franchisee demonstrates to the satisfaction of the City, not to be unreasonably withheld, that Franchisee utilized reasonable efforts in attempting to satisfy the NSI in accordance with Franchisee's network design or that the building where the NSI request originated was not network created because of the existence of the circumstances giving rise to the applicable exception.

For purposes of this Section 5.5, the phrase "reasonable efforts" means that Franchisee completed three (3) documented attempts to obtain valid legal authority to access the subject property or adjacent building. Franchisee shall have sole discretion in determining the type of communication used for each attempt (e.g., traditional mail, electronic mail, physical visit or phone call), provided that Franchisee shall use no fewer than two (2) different types of communication.

Subsection 5.5.2 entitled "Access" (and all sub-subsections thereto) shall be deleted in its entirety and is replaced as follows:

Right -of- Way Assistance: Upon the written request by Franchisee, DoITT shall provide reasonable assistance to Franchisee in its efforts to obtain access to public and private Rights-of-Way to the extent reasonably necessary for Franchisee to satisfy the requirements of Section 5.3.2 hereof. Reasonable assistance means expediting mutually beneficial infrastructure issues (including placing expedite requests to other New York City agencies and/or performing good faith reviews of alternative infrastructure proposals), sending letters to landlords concerning property access upon receipt of documentation from Franchisee that access is not otherwise being provided, the substance of such requests and letters to be mutually agreed upon by Franchisee and DoITT, and providing public support for property access to the extent consistent with the public interest.

New Subsection 5.8 is added as follows:

Franchise Fund: Within 30 days of the Amendment Date, the Franchisee shall pay to the City a one-time grant in the total amount of Four Million Dollars (\$4,000,000) in support of the City’s Franchise related activities during the Extended Term of the Franchise.

Subsection 11.2.1 shall be deleted in its entirety:

~~After July 1, 2012, Franchisee shall provide the City with an annual report regarding the MDUs for which Franchisee is using the “Additional Procedures” contained in section 5.5.2.1 of this Franchise and the status of such procedures.~~

The first sentence of Subsection 15.9.2 is amended as follows:

~~The initial amount of the Performance Bond shall be Fifty Million Dollars (\$50,000,000), which amount may at Franchisee’s option be periodically reduced pursuant to the following schedule if at the scheduled reduction date Franchisee has timely completed its deployment obligations under Appendix F hereof. No later than 30 days following the Amendment Date, Franchisee shall restore the amount of the Performance Bond to Twenty Five Million Dollars (\$25,000,000) for the duration of the Term of this Agreement. Until the amount of the Performance Bond is so restored, the Performance Bond shall be maintained in the amount of Fifteen Million Dollars (\$15,000,000). As of the date that is 90 days after the Final Performance Date, Franchisee will no longer be required to maintain the Performance Bond.~~

Subsection 15.9.2.1 shall be deleted in its entirety:

~~*Reduction Schedule:* The required amount of the Performance Bond shall be reduced in accordance with the following schedule as of December 31 of the year indicated so long as Franchisee has attained the “NYC Total” percentage of households passed required as of that date as set forth in Appendix F, except that the date for reduction in calendar year 2014 shall be June 30 of that year, subject to the same requirement. If Franchisee does not attain the “NYC Total” percentage of households passed required as of the date as set forth in Appendix F due to the triggering of one or more of the Checkpoint Extensions provided for in Section 5.1.2 or otherwise, then the required amount of the Performance Bond shall be reduced only when the “NYC Total” percentage of households passed thereafter is attained.~~

~~2008: Thirty Five Million Dollars (\$35,000,000)~~

~~2009: Thirty Million Dollars (\$30,000,000)~~

~~2010: Twenty Five Million Dollars (\$25,000,000)~~

~~2011: Fifteen Million Dollars (\$15,000,000)~~
~~2012: Ten Million Dollars (\$10,000,000)~~
~~2013: Five Million Dollars (\$5,000,000)~~
~~2014: One Million Dollars (\$1,000,000)~~

END OF AMENDMENT

**Exhibit W to Franchise Amendments:
Designated Community Districts**

Community District	Minimum Additional Units To Be Video Network Created
Bronx 2 - Hunts Point and Longwood	3,786
Bronx 5 - Fordham, Morris Heights, Mount Hope, and University Heights	14,252
Brooklyn 16 - Brownsville and Ocean Hill	7,009
Bronx 7 - Bedford Park, Fordham, Jerome Park, Kingsbridge Heights, Norwood, and University Heights	9,622
Manhattan 9 - Hamilton Heights, Manhattanville, and Morningside Heights	16,268
Brooklyn 12 - Borough Park, Kensington, Ocean Parkway, and Midwood	9,701
Manhattan 3 - Alphabet City, the East Village, the Lower East Side, Two Bridges, and a large portion of Chinatown	11,907
Brooklyn 9 - Crown Heights, Prospect Lefferts Gardens, and Wingate	12,982
Manhattan 12 - Inwood and Washington Heights	20,104
Brooklyn 4 – Bushwick	6,869

**Exhibit X to Franchise Amendments:
Sample Quarterly Report**

Boro	City BBL	Verizon NTASAddress	# of Total RES UNITS in BLDG.	# of RES UNITS Network Created	MDU_PROPERTY_ID	Network Create Year	Network Create Month	Network Create MonthNum	Community District	Equity Community District	NYCHA
Brooklyn	3006310049	233 18	2	2	14280169	20	JUL	7	305	x	
Brooklyn	3006310049	233 18	1	1	14280169	20	MAY	5	307		
Brooklyn	3001490001	1 CITY POINT	7	7	9308570	20	SEP	9	302		
Queens	4012820151	37-46 72	1	1	13204188	20	APR	4	403		x
Queens	4013190021	50-11 QUEENS BLVD	21	21	9372014	20	SEP	9	402		

SAMPLE DATA ONLY

Boro	Property Name	Address	Residential Units
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #1	140 W 174	112
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #2	150 W 174	112
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #3	160 W 174	116
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #4	1551 UNIVERSITY AV	112
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #5	156 W 174	112
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #6	1535 UNIVERSITY AV	108
Bronx	NYCHA - SEDGWICK HOUSES - BLDG #7	164 W 174	112
Bronx	NYCHA - BAILEY AVENUE-WEST 193RD STREET	2661 HEATH AV	234
Bronx	NYCHA - CASTLE HILL HOUSES	635 CASTLE HILL AV	152
Bronx	NYCHA - CASTLE HILL HOUSES	2125 RANDALL AV	143
Bronx	NYCHA - CASTLE HILL HOUSES	2140 SEWARD AV	143
Bronx	NYCHA - CASTLE HILL HOUSES	2160 SEWARD AV	145
Bronx	NYCHA - FORT INDEPENDENCE STREET-HEATH AVENUE	3320 BAILEY AV	339
Bronx	NYCHA - WEST TREMONT AVENUE-SEDGWICK AVENUE AREA	228 W TREMONT AV	148
Brooklyn	NYCHA - BROWN	333 THOMAS S BOYLAND	102
Brooklyn	NYCHA - BROWN	1634 ST MARKS AV	98
Brooklyn	NYCHA - CROWN HEIGHTS	1367 ST MARKS AV	15
Brooklyn	NYCHA - CROWN HEIGHTS	1371 ST MARKS AV	16
Brooklyn	NYCHA - CROWN HEIGHTS	1629 PARK PL	16
Brooklyn	NYCHA - CROWN HEIGHTS	1634 STERLING PL	28
Brooklyn	NYCHA - GARVEY (GROUP A)	1380 E NEW YORK AV	117
Brooklyn	NYCHA - GARVEY (GROUP A)	1410 E NEW YORK AV	118
Brooklyn	NYCHA - GARVEY (GROUP A)	1440 E NEW YORK AV	86
Brooklyn	NYCHA - HOWARD AVENUE	611 HOWARD AV	78
Brooklyn	NYCHA - HOWARD AVENUE	614 HOWARD AV	72
Brooklyn	NYCHA - KINGSBOROUGH	307 KINGSBORO 3 WK	72
Brooklyn	NYCHA - KINGSBOROUGH	341 KINGSBORO 3 WK	72
Brooklyn	NYCHA - KINGSBOROUGH	529 KINGSBORO 5 WK	96
Brooklyn	NYCHA - KINGSBOROUGH	629 KINGSBORO 6 WK	108
Brooklyn	NYCHA - KINGSBOROUGH	630 KINGSBORO 6 WK	96
Brooklyn	NYCHA - KINGSBOROUGH	1880 PACIFIC	72
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	324 HOWARD AV	27
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	334 HOWARD AV	19
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	2041 PACIFIC	48
Brooklyn	NYCHA - PARK ROCK REHAB	208 ROCHESTER AV	19
Brooklyn	NYCHA - PARK ROCK REHAB	218 ROCHESTER AV	12
Brooklyn	NYCHA - PARK ROCK REHAB	232 ROCHESTER AV	4
Brooklyn	NYCHA - PARK ROCK REHAB	234 ROCHESTER AV	12
Brooklyn	NYCHA - PARK ROCK REHAB	1468 PARK PL	16
Brooklyn	NYCHA - PARK ROCK REHAB	1474 PARK PL	16
Brooklyn	NYCHA - PARK ROCK REHAB	1480 PARK PL	16
Brooklyn	NYCHA - PARK ROCK REHAB	1521 STERLING PL	31
Brooklyn	NYCHA - PARK ROCK REHAB	1522 STERLING PL	8
Brooklyn	NYCHA - RALPH AVENUE REHAB	672 RALPH AV	27
Brooklyn	NYCHA - RALPH AVENUE REHAB	682 RALPH AV	25
Brooklyn	NYCHA - RALPH AVENUE REHAB	692 RALPH AV	26
Brooklyn	NYCHA - RALPH AVENUE REHAB	698 RALPH AV	26

Brooklyn	NYCHA - RALPH AVENUE REHAB	1196 E NEW YORK AV	14
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1483 ST JOHNS PL	19
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1491 ST JOHNS PL	16
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1506 STERLING PL	16
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1511 STERLING PL	12
Brooklyn	NYCHA - STERLING PLACE REHABS (ST JOHNS-STERLING)	1640 STERLING PL	20
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	225 BUFFALO AV	19
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1448 STERLING PL	10
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1452 STERLING PL	16
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1568 STERLING PL	20
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1578 STERLING PL	21
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1588 STERLING PL	20
Brooklyn	NYCHA - STERLING PLACE REHABS (STERLING-BUFFALO)	1598 STERLING PL	20
Brooklyn	NYCHA - STUYVESANT GARDENS I	175 STUYVESANT AV	78
Brooklyn	NYCHA - STUYVESANT GARDENS I	690 QUINCY	24
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	170 TAPSCOTT	16
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	184 TAPSCOTT	16
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	192 TAPSCOTT	16
Brooklyn	NYCHA - WEEKSVILLE GARDENS	80 SCHENECTADY AV	120
Brooklyn	NYCHA - WEEKSVILLE GARDENS	1605 DEAN	134
Brooklyn	NYCHA - WILLIAMSBURG	87 TEN EYCK WK	92
Brooklyn	NYCHA - WILLIAMSBURG	97 STAGG WK	68
Brooklyn	NYCHA - WILLIAMSBURG	101 SCHOLES	84
Brooklyn	NYCHA - WILLIAMSBURG	113 TEN EYCK WK	83
Brooklyn	NYCHA - WILLIAMSBURG	114 STAGG WK	91
Brooklyn	NYCHA - WILLIAMSBURG	TEN EYCK WK	68
Brooklyn	NYCHA - WILLIAMSBURG	128 MAUJER	96
Brooklyn	NYCHA - WILLIAMSBURG	151 TEN EYCK WK	96
Brooklyn	NYCHA - WILLIAMSBURG	161 TEN EYCK WK	93
Brooklyn	NYCHA - WILLIAMSBURG	164 TEN EYCK WK	68
Brooklyn	NYCHA - WILLIAMSBURG	169 STAGG WK	88
Brooklyn	NYCHA - WILLIAMSBURG	178 MAUJER	85
Brooklyn	NYCHA - WILLIAMSBURG	186 STAGG WK	96
Brooklyn	NYCHA - WILLIAMSBURG	190 TEN EYCK WK	68
Brooklyn	NYCHA - WILLIAMSBURG	196 STAGG WK	92
Brooklyn	NYCHA - WILLIAMSBURG	197 TEN EYCK WK	103
Brooklyn	NYCHA - WILLIAMSBURG	200 TEN EYCK WK	73
Brooklyn	NYCHA - WILLIAMSBURG	214 MAUJER	88
Brooklyn	NYCHA - WILLIAMSBURG	215 SCHOLES	103
Brooklyn	NYCHA - WILLIAMSBURG	224 TEN EYCK WK	71
Manhattan	NYCHA - GRAMPION	182 ST NICHOLAS AV	30
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 3)	514 W 134	19
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 3)	529 W 133	38
Manhattan	NYCHA - SAMUEL (CITY)	109 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	113 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	117 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	129 W 142	20
Manhattan	NYCHA - SAMUEL (CITY)	144 W 141	20
Manhattan	NYCHA - SAMUEL (CITY)	164 W 147	27

Manhattan	NYCHA - SAMUEL (CITY)	645 LENOX AV	20
Manhattan	NYCHA - SAMUEL (CITY)	649 LENOX AV	20
Manhattan	NYCHA - SAMUEL (CITY)	2441 7 AV	62
Manhattan	NYCHA - SAMUEL (CITY)	2449 7 AV	26
Manhattan	NYCHA - SAMUEL (CITY)	2453 7 AV	20
Manhattan	NYCHA - SAMUEL (CITY)	2525 7 AV	14
Manhattan	NYCHA - SAMUEL (CITY)	2529 7 AV	14
Manhattan	NYCHA - SAMUEL (CITY)	2533 7 AV	14
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE III	450 W 164	16
Queens	NYCHA - POMONOK	KISSENA BLVD	33
Queens	NYCHA - SOUTH JAMAICA II	109 AV	27
Queens	NYCHA - SOUTH JAMAICA II	159	333
Queens	NYCHA - SOUTH JAMAICA II	160	281
Queens	NYCHA - SOUTH JAMAICA II	BRINKERHOFF AV	56

7165

Boro	Property Name	Address	Residential Units
Bronx	NYCHA - 1010 EAST 178TH STREET	1010 E 178	225
Bronx	NYCHA - 1162-1176 WASHINGTON AVENUE	1162 WASHINGTON AV	66
Bronx	NYCHA - BETANCES I	400 BROOK AV	152
Bronx	NYCHA - BETANCES I	530 E 144	30
Bronx	NYCHA - BETANCES I	545 E 143	36
Bronx	NYCHA - BETANCES I	555 E 143	88
Bronx	NYCHA - BETANCES II, 9A	509 E 144	48
Bronx	NYCHA - BETANCES III, 13	690 E 140	77
Bronx	NYCHA - BETANCES III, 9A	423 ST ANNS AV	13
Bronx	NYCHA - BETANCES III, 9A	427 ST ANNS AV	13
Bronx	NYCHA - BETANCES IV	415 E 146	20
Bronx	NYCHA - BETANCES IV	417 E 146	4
Bronx	NYCHA - BETANCES IV	419 E 146	2
Bronx	NYCHA - BETANCES IV	421 E 146	2
Bronx	NYCHA - BETANCES IV	423 E 146	2
Bronx	NYCHA - BETANCES IV	427 E 146	2
Bronx	NYCHA - BETANCES IV	429 E 146	2
Bronx	NYCHA - BETANCES IV	431 E 146	2
Bronx	NYCHA - BETANCES IV	435 E 146	2
Bronx	NYCHA - BETANCES IV	437 E 146	2
Bronx	NYCHA - BETANCES IV	439 E 146	4
Bronx	NYCHA - BETANCES IV	441 E 146	2
Bronx	NYCHA - BETANCES IV	445 E 146	10
Bronx	NYCHA - BETANCES IV	455 E 146	40
Bronx	NYCHA - BETANCES IV	480 E 143	41
Bronx	NYCHA - BETANCES IV	510 E 146	52
Bronx	NYCHA - BETANCES IV	511 E 146	53
Bronx	NYCHA - BETANCES IV	530 E 146	36
Bronx	NYCHA - BETANCES IV	545 E 146	35
Bronx	NYCHA - BETANCES V	409 E 146	20
Bronx	NYCHA - BETANCES V	521 E 145	12
Bronx	NYCHA - BETANCES V	E 146	15
Bronx	NYCHA - BETANCES V	525 E 145	12
Bronx	NYCHA - BETANCES V	E 146	15
Bronx	NYCHA - BETANCES VI	400 E 147	47
Bronx	NYCHA - BETANCES VI	460 E 147	56
Bronx	NYCHA - BETANCES VI	550 E 147	49
Bronx	NYCHA - BOYNTON AVENUE REHAB	1044 BOYNTON AV	13
Bronx	NYCHA - BOYNTON AVENUE REHAB	1048 BOYNTON AV	12
Bronx	NYCHA - Bronx	1094 UNION AVENUE	18
Bronx	NYCHA - BRONXCHESTER	510 E 156	104
Bronx	NYCHA - BRONXCHESTER	520 E 156	105
Bronx	NYCHA - BRYANT AVENUE-EAST 174TH STREET	1705 BRYANT AV	111
Bronx	NYCHA - CLAREMONT PARKWAY-FRANKLIN AVENUE	1325 FRANKLIN AV	116
Bronx	NYCHA - CLAREMONT PARKWAY-FRANKLIN AVENUE	1535 FULTON AV	44

Bronx	NYCHA - CLAREMONT PARKWAY-FRANKLIN AVENUE	3804 3 AV	28
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1115 CLAY AV	40
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1119 CLAY AV	39
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1195 CLAY AV	23
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1232 CLAY AV	15
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1236 CLAY AV	15
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1244 CLAY AV	12
Bronx	NYCHA - CLAREMONT REHAB (GROUP 2)	1278 CLAY AV	14
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1052 TELLER AV	19
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1064 TELLER AV	17
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1072 TELLER AV	19
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1105 TELLER AV	51
Bronx	NYCHA - CLAREMONT REHAB (GROUP 3)	1129 TELLER AV	11
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	335 E 166	16
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1046 TELLER AV	12
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1068 TELLER AV	18
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1114 FINDLAY AV	13
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1128 FINDLAY AV	44
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1228 CLAY AV	11
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1240 CLAY AV	12
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1248 CLAY AV	17
Bronx	NYCHA - CLAREMONT REHAB (GROUP 4)	1252 CLAY AV	17
Bronx	NYCHA - CLAREMONT REHAB (GROUP 5)	1113 FINDLAY AV	33
Bronx	NYCHA - CLAREMONT REHAB (GROUP 5)	1131 FINDLAY AV	39
Bronx	NYCHA - CLAREMONT REHAB (GROUP 5)	1150 COLLEGE AV	71
Bronx	NYCHA - CLASON POINT GARDENS	1660 LAFAYETTE AV	130
Bronx	NYCHA - CLASON POINT GARDENS	1719 LAFAYETTE AV	271
Bronx	NYCHA - COLLEGE AVENUE-EAST 165TH STREET	1020 COLLEGE AV	108
Bronx	NYCHA - DAVIDSON	818 HOME	175
Bronx	NYCHA - EAGLE AVENUE-EAST 163RD STREET	905 EAGLE AV	66
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1024 BRYANT AV	54
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1070 BRYANT AV	24
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1084 E 165	20
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1100 E 165	29
Bronx	NYCHA - EAST 165TH STREET-BRYANT AVENUE	1120 E 165	54
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1463 VYSE AV	30
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1487 VYSE AV	54
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1493 VYSE AV	54
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1544 HOE AV	66
Bronx	NYCHA - EAST 173RD STREET-VYSE AVENUE	1579 VYSE AV	66
Bronx	NYCHA - EAST 180TH STREET-MONTEREY AVENUE	559 EAST 180	239
Bronx	NYCHA - FRANKLIN AVENUE I CONVENTIONAL	1373 FRANKLIN AV	20
Bronx	NYCHA - FRANKLIN AVENUE I CONVENTIONAL	1377 FRANKLIN AV	20
Bronx	NYCHA - FRANKLIN AVENUE I CONVENTIONAL	1381 FRANKLIN AV	21
Bronx	NYCHA - FRANKLIN AVENUE II CONVENTIONAL	1390 FRANKLIN AV	15
Bronx	NYCHA - FRANKLIN AVENUE II CONVENTIONAL	1392 FRANKLIN AV	15
Bronx	NYCHA - FRANKLIN AVENUE II CONVENTIONAL	1394 FRANKLIN AV	15

Bronx	NYCHA - FRANKLIN AVENUE III CONVENTIONAL	631 JEFFERSON PL	15
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP A)	1930 HARRISON AV	35
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP B)	1886 HARRISON AV	52
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP B)	1920 HARRISON AV	34
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP B)	1925 HARRISON AV	49
Bronx	NYCHA - HARRISON AVENUE REHAB (GROUP B)	1934 HARRISON AV	27
Bronx	NYCHA - HIGHBRIDGE REHABS (ANDERSON AVENUE)	125 W 166	28
Bronx	NYCHA - HIGHBRIDGE REHABS (ANDERSON AVENUE)	130 W 166	39
Bronx	NYCHA - HIGHBRIDGE REHABS (ANDERSON AVENUE)	1085 ANDERSON AV	59
Bronx	NYCHA - HIGHBRIDGE REHABS (NELSON AVENUE)	1135 NELSON AV	11
Bronx	NYCHA - HIGHBRIDGE REHABS (NELSON AVENUE)	1139 NELSON AV	29
Bronx	NYCHA - HIGHBRIDGE REHABS (NELSON AVENUE)	1144 NELSON AV	34
Bronx	NYCHA - HIGHBRIDGE REHABS (NELSON AVENUE)	1184 NELSON AV	22
Bronx	NYCHA - HOE AVENUE-EAST 173RD STREET	1700 HOE AV	65
Bronx	NYCHA - HUNTS POINT AVENUE REHAB	875 IRVINE	35
Bronx	NYCHA - LONGFELLOW AVENUE REHAB	1091 LONGFELLOW AV	27
Bronx	NYCHA - LONGFELLOW AVENUE REHAB	1102 LONGFELLOW AV	48
Bronx	NYCHA - MIDDLETOWN PLAZA	3033 MIDDLETOWN RD	179
Bronx	NYCHA - MORRISANIA	1285 WASHINGTON AV	105
Bronx	NYCHA - MURPHY	1805 CROTONA AV	281
Bronx	NYCHA - PSS GRANDPARENT	951 PROSPECT AV	52
Bronx	NYCHA - RANDALL AVENUE-BALCOM AVENUE	650 BUTTRICK AV	70
Bronx	NYCHA - RANDALL AVENUE-BALCOM AVENUE	2700 RANDALL AV	70
Bronx	NYCHA - RANDALL AVENUE-BALCOM AVENUE	2705 SCHLEY AV	90
Bronx	NYCHA - SACK WERN	710 CROES AV	59
Bronx	NYCHA - SACK WERN	NOBLE AV	59
Bronx	NYCHA - SACK WERN	715 NOBLE AV	59
Bronx	NYCHA - SACK WERN	740 BEACH AV	59
Bronx	NYCHA - SACK WERN	750 CROES AV	59
Bronx	NYCHA - SACK WERN	1710 LAFAYETTE AV	57
Bronx	NYCHA - SACK WERN	1810 LAFAYETTE AV	59
Bronx	NYCHA - SOUTH BRONX AREA (SITE 402)	615 E 158	30
Bronx	NYCHA - SOUTH BRONX AREA (SITE 402)	821 CAULDWELL AV	18
Bronx	NYCHA - SOUTH BRONX AREA (SITE 402)	830 EAGLE AV	36
Bronx	NYCHA - SOUTH BRONX AREA (SITE 402)	845 CAULDWELL AV	30
Bronx	NYCHA - STEBBINS AVENUE-HEWITT PLACE	820 HEWITT PL	54
Bronx	NYCHA - STEBBINS AVENUE-HEWITT PLACE	881 STEBBINS AV	66
Bronx	NYCHA - TELLER AVENUE-EAST 166TH STREET	1100 TELLER AV	91
Bronx	NYCHA - TIEBOUT AV	2244 TIEBOUT AVENUE	313
Bronx	NYCHA - TWIN PARKS EAST (SITE 9)	2070 CLINTON AV	224
Bronx	NYCHA - UNION AVENUE EAST 166TH STREET	1120 UNION AVENUE	30
Bronx	NYCHA - UNION AVENUE-EAST 163RD STREET	950 UNION AV	200
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	817 E 166	18
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	818 E 167	18
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	1104 UNION AV	30
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	1113 PROSPECT AV	18
Bronx	NYCHA - UNION AVENUE-EAST 166TH STREET	1135 PROSPECT AV	7

Bronx	NYCHA - UNIVERSITY AVENUE REHAB	1865 UNIVERSITY AV	50
Bronx	NYCHA - UNIVERSITY AVENUE REHAB	1875 UNIVERSITY AV	53
Bronx	NYCHA - UNIVERSITY AVENUE REHAB	1895 UNIVERSITY AV	47
Bronx	NYCHA - UNIVERSITY AVENUE REHAB	1925 UNIVERSITY AV	75
Bronx	NYCHA - WEBSTER	420 E 169	120
Bronx	NYCHA - WEBSTER	421 E 168	120
Bronx	NYCHA - WEBSTER	1230 WEBSTER AV	120
Bronx	NYCHA - WEBSTER	1260 WEBSTER AV	120
Bronx	NYCHA - WEBSTER	1270 WEBSTER AV	125
Bronx	NYCHA - WEBSTER - MORRISANIA	450 E 169	105
Bronx	NYCHA - WEST FARMS ROAD REHAB	998 E 167	69
Bronx	NYCHA - WEST FARMS ROAD REHAB	1203 WESTCHESTER AV	37
Bronx	NYCHA - WEST FARMS ROAD REHAB	1209 WESTCHESTER AV	37
Bronx	NYCHA - WEST FARMS SQUARE CONVENTIONAL	1143 LONGFELLOW AV	25
Brooklyn	NYCHA - 104-14 TAPSCOTT STREET	104 TAPSCOTT	30
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	213 HART	16
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	281 THROOP AV	24
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	671 WILLOUGHBY AV	20
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	675 WILLOUGHBY AV	20
Brooklyn	NYCHA - BEDFORD-STUYVESANT REHAB	701 WILLOUGHBY AV	35
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	497 HOWARD AV	2
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	501 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	503 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	505 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	507 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	509 HOWARD AV	2
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	511 HOWARD AV	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1483 EASTERN PKWY	2
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1790 STERLING PL	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1794 STERLING PL	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1796 STERLING PL	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1800 STERLING PL	1
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1802 STERLING PL	3
Brooklyn	NYCHA - HOWARD AVENUE-PARK PLACE	1804 STERLING PL	3
Brooklyn	NYCHA - LENOX ROAD-ROCKAWAY PARKWAY	1142 LENOX RD	31
Brooklyn	NYCHA - LENOX ROAD-ROCKAWAY PARKWAY	1144 LENOX RD	30
Brooklyn	NYCHA - LENOX ROAD-ROCKAWAY PARKWAY	1145 LENOX RD	24
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	2020 PACIFIC	16
Brooklyn	NYCHA - OCEAN HILL-BROWNSVILLE	2065 DEAN	16
Brooklyn	NYCHA - Stuyvesant Gardens 1 & 2	750 GATES AV	16
Brooklyn	NYCHA - STUYVESANT GARDENS I	245 LEWIS AV	68
Brooklyn	NYCHA - STUYVESANT GARDENS I	304 LEWIS AV	4
Brooklyn	NYCHA - STUYVESANT GARDENS I	585 MONROE	20
Brooklyn	NYCHA - STUYVESANT GARDENS I	734 GATES AV	93
Brooklyn	NYCHA - STUYVESANT GARDENS I	744 GATES AV	16
Brooklyn	NYCHA - STUYVESANT GARDENS I	875 GATES AV	64
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	175 TAPSCOTT	27

Brooklyn	NYCHA - TAPSCOTT STREET REHAB	187 TAPSCOTT	32
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	199 TAPSCOTT	23
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	725 HOWARD AV	35
Brooklyn	NYCHA - TAPSCOTT STREET REHAB	728 HOWARD AV	21
Brooklyn	NYCHA - TOMKINS	220 THROOP AV	61
Brooklyn	NYCHA - TOMPKINS	196 THROOP AV	61
Brooklyn	NYCHA - TOMPKINS	200 THROOP AV	202
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 2)	511 W 134	15
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 2)	515 W 134	19
Manhattan	NYCHA - MANHATTANVILLE REHAB (GROUP 2)	1504 AMSTERDAM AV	16
Manhattan	NYCHA - REHAB PROGRAM (TAFT REHABS)	218 W 112	42
Manhattan	NYCHA - SAMUEL (CITY)	105 W 143	13
Manhattan	NYCHA - SAMUEL (CITY)	112 W 139	10
Manhattan	NYCHA - SAMUEL (CITY)	116 W 139	10
Manhattan	NYCHA - SAMUEL (CITY)	125 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	129 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	131 W 143	22
Manhattan	NYCHA - SAMUEL (CITY)	133 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	135 W 143	17
Manhattan	NYCHA - SAMUEL (CITY)	141 W 142	10
Manhattan	NYCHA - SAMUEL (CITY)	143 W 142	10
Manhattan	NYCHA - SAMUEL (CITY)	W 143	22
Manhattan	NYCHA - SAMUEL (CITY)	145 W 142	10
Manhattan	NYCHA - SAMUEL (CITY)	W 143	22
Manhattan	NYCHA - SAMUEL (CITY)	148 W 144	15
Manhattan	NYCHA - SAMUEL (CITY)	149 W 142	10
Manhattan	NYCHA - SAMUEL (CITY)	151 W 143	16
Manhattan	NYCHA - SAMUEL (CITY)	158 W 144	19
Manhattan	NYCHA - SAMUEL (CITY)	159 W 143	16
Manhattan	NYCHA - SAMUEL (CITY)	162 W 144	20
Manhattan	NYCHA - SAMUEL (CITY)	163 W 143	15
Manhattan	NYCHA - SAMUEL (CITY)	164 W 144	17
Manhattan	NYCHA - SAMUEL (CITY)	167 W 143	17
Manhattan	NYCHA - SAMUEL (CITY)	669 LENOX AV	13
Manhattan	NYCHA - SAMUEL (CITY)	2465 7 AV	13
Manhattan	NYCHA - SAMUEL (CITY)	2469 7 AV	13
Manhattan	NYCHA - SAMUEL (CITY)	2473 7 AV	14
Manhattan	NYCHA - SAMUEL (MHOP) I	136 W 139	10
Manhattan	NYCHA - SAMUEL (MHOP) I	138 W 139	10
Manhattan	NYCHA - SAMUEL (MHOP) II	110 W 139	10
Manhattan	NYCHA - SAMUEL (MHOP) III	151 W 142	10
Manhattan	NYCHA - STANTON STREET	189 STANTON	15
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE III	545 W 156	22
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE III	2109 AMSTERDAM AV	16
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE IV (C)	506 W 176	20
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE IV (D)	510 W 176	40
Manhattan	NYCHA - WASHINGTON HEIGHTS REHAB PHASE IV (D)	514 W 176	20

Manhattan	NYCHA - WSUR (BROWNSTONS)	131 W 93	6
Queens	NYCHA - QUEENSBRIDGE NORTH	10	462
Queens	NYCHA - QUEENSBRIDGE NORTH	12	630
Queens	NYCHA - QUEENSBRIDGE NORTH	VERNON BLVD	540
Queens	NYCHA - QUEENSBRIDGE SOUTH	10	464
Queens	NYCHA - QUEENSBRIDGE SOUTH	12	540
Queens	NYCHA - QUEENSBRIDGE SOUTH	VERNON BLVD	1541
Queens	NYCHA - SOUTH JAMAICA I	159	432
Queens	NYCHA - WOODSIDE HOUSES	31 AV	216
Queens	NYCHA - WOODSIDE HOUSES	49	192
Queens	NYCHA - WOODSIDE HOUSES	51	380
Queens	NYCHA - WOODSIDE HOUSES	BROADWAY	573

15786

EXHIBIT B
to Settlement Agreement and Release
dated November 19, 2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- x
THE CITY OF NEW YORK,

Index No. 450660/2017
Part 53 (Borrok, J.)

Plaintiff,

**STIPULATION OF
DISCONTINUANCE**

-against-

VERIZON NEW YORK, INC., and VERIZON
COMMUNICATIONS INC.,

Defendants.
----- x

IT IS HEREBY STIPULATED AND AGREED that, whereas no party is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of this action, the above action is hereby discontinued with prejudice and without costs to any party as against the other. This Stipulation may be executed in counterparts and signatures by fax or email shall be deemed originals.

Dated: _____

JAMES E. JOHNSON
Corporation Counsel of the City of New York

McGUIREWOODS, LLP

By: _____
Brian Horan
Otis Comorau
100 Church Street
New York, NY 10007
212.356.2297
bhoran@law.nyc.gov
ocomorau@law.nyc.gov

By: _____
Michael Simes
Aleksandra Kaplun
1251 Ave. of the Americas, 20th Floor
New York, New York 10020
212.548.7013
msimes@mcguirewoods.com
akaplun@mcguirewoods.com

Attorney for Plaintiff the City of New York

*Attorneys for Defendants Verizon New York
Inc. and Verizon Communications Inc.*