

**ATTORNEY CLIENT PRIVILEGED
VERIZON PROPRIETARY & CONFIDENTIAL
DRAFT 7.16.18**



[VZ Address]

[City Address]

Dear [insert name]

This letter agreement (the “Letter Agreement”) is entered into by and between the City of Boston (the “City”) and Verizon New England, Inc. (“Licensee”)(each, a “Party” and together, the “Parties”) pursuant to Section 13.14 of the Cable Television License by and between the City and Licensee, dated December 5, 2016 (the “ Original License”), as amended by the First Amendment To The Cable Television License by and between the Parties, dated as of September 25, 2017 (“First Amendment”). The exclusive purpose and effect of this Letter Agreement is to memorialize certain automatic adjustments to enumerated requirements under the License, as contemplated under Section 13.14 thereof. This Letter Agreement is not intended by the Parties to constitute an amendment to the License and no term or condition of the License shall be affected by this Letter Agreement except to the extent expressly set forth in this Letter Agreement. Capitalized terms used herein, but not otherwise defined, shall be ascribed such meanings as set forth in the License.

By separate instrument from this Letter Agreement, and pursuant to Section 3.1(d) of the License and 207 CMR 3.07, the City and Licensee have entered into a second amendment to the License, effective as of **XX**, 2018 (the "Second Amendment"). Under the terms of the Second Amendment, Licensee shall make Cable Service available to a new Service Area (the "Third Service Area") in accordance with the terms of the Second Amendment and the License. The Parties agree that the addition of the Third Service Area to the Original License, as amended, will result in one-hundred percent (100%) of the geographic territory of the City being included in the total Service Area under the License.¹

¹ Pursuant to the First Amendment, the Parties agreed to expand the Service Area under the Original License from twenty-eight percent (28%) to fifty-six percent (56%).

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Section 13.14 of the License provides that certain provisions of the License shall be subject to automatic adjustment as of the Effective Date of the Amendment. Specifically, Section 13.14, in relevant part, provides as follows:

As new Service Areas are added, a new portion representing the increased Service Area of Licensee in relation to the City’s geography shall be calculated by agreement between the parties prior to the Effective Date for such expansion. Thereafter, certain values in this License, originally calculated to be approximately 28% of a City-wide value, shall be increased proportionately based upon the new revised proportion, effective as of the Effective Date for the increased Service Area. Provisions subject to this automatic adjustment are as follows: Sections 5.4 (Video Return Network Fund), 6.10 (Community Programming Support), 6.12 (PIN Drop Fund), 9.1 (Performance Bond), and 9.5 (Letter of Credit).

Consistent with the foregoing requirements of Section 13.14, by this Letter Agreement, the Parties agree that the amount of the enumerated License requirements shall be increased by forty-four percent (44%) of the value of such requirements provided to one hundred percent (100%) of the City, commensurate with the proportionate geographic size of the New Service Area, as set forth below:

License Requirement	Original Amount	Adjusted Total Amount Pursuant to First Amendment	Adjusted Total Amount Pursuant to Second Amendment ²	Due Date
Sections 5.4 – Video Return Network Fund	\$150,000	\$300,000	535,714.29	Three (3) months from Effective Date of Amendment
Section 6.10 – Community Programming Support	\$48,000	\$96,000	171,428.57	Effective Date of Amendment
Section 6.12 – PIN Drop Fund	\$10,000	\$20,000	35,714.29	Four (4) months from Effective Date of Amendment
Section 9.1 – Performance Bond	\$300,000	\$600,000	1,071,428.57	Effective Date of Amendment
Section 9.5 – Letter of Credit	\$15,000	\$30,000	53,571.43	Effective Date of Amendment

² For purposes of clarity, “Adjusted Total Amount Pursuant to Second Amendment” equals the “Original Amount” plus the additional amount adjusted based on the First Amendment, plus the additional amount adjusted based on the Second Amendment, which represents, collectively, 100% of the total City-wide value of the specified financial obligations under the License (i.e., the “Adjusted Total Amount” = 100% of the City-wide value).

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This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties hereto shall be bound upon, but only upon, the execution by each Party of one counterpart. The executed counterparts may be delivered by facsimile transmission of a true and correct image thereof, or by electronic mail attaching a true and correct .pdf image thereof, with originals delivered within thirty (30) days of the date of such facsimile or electronic mail delivery, and the executed counterparts shall be legally binding on the Parties if so delivered.

Accepted and Agreed To:

VERIZON NEW ENGLAND, INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BOSTON

By: _____

Name: _____

Title: _____

Date: _____