

APR 24 2007 09:11 PM VERIZON 2127510317 TO 15166597625 P.02/03

Memorandum of Understanding between the Town of North Hempstead and Verizon New York Inc.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated as of April 24, 2007 is entered into by and between the Town of North Hempstead (the "Town"), a validly organized and existing political subdivision in the State of New York, and Verizon New York Inc. ("Verizon"), a corporation duly organized under applicable laws of the State of New York (the Town and Verizon are hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, this MOU shall not be construed to be a part of that certain cable franchise agreement by and between the Town and Verizon, nor shall it affect the rights and obligations of the parties thereto, nor shall Section 12.6 of said agreement be construed to affect the rights and obligations of the Parties hereunder; and

WHEREAS, the Parties wish to study the sharing or regionalization of educational access channels and educational access programming among and between existing political subdivisions and school districts within the Town; and

WHEREAS, the Town has specifically requested that Verizon study whether educational channels and educational programming can be divided by region, school district or other network boundaries and whether such arrangements are technically feasible and commercially reasonable; and

WHEREAS, the Town acknowledges that the incumbent cable operator has been unable or unwilling to accomplish the sharing or regionalization of educational channels and programming within the Town.

NOW, THEREFORE, the Parties understand as follows:

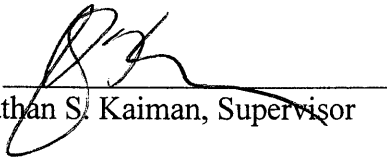
1. Verizon agrees that within one hundred twenty (120) days of Verizon's receipt of a certificate of confirmation from the New York Public Service Commission authorizing Verizon to provide cable service in the Town and no fewer than 22 incorporated villages within the Town, Verizon shall prepare a written report, at its sole cost and expense, to the Town of Verizon's findings. A copy of such report shall be provided to the Town Board within ten (10) days after expiration of the above-referenced period or, at Verizon's discretion, on an earlier date.

2. If Verizon finds, pursuant to the study contemplated herein, that sharing or regionalization of educational channels and programming is both technically feasible and commercially reasonable, Verizon will make commercially reasonable efforts to implement such sharing or regionalization.

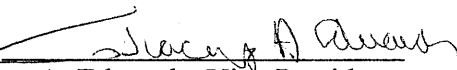
3. If and when such sharing or regionalization is implemented, the Town, as consideration for the promises and agreements made by Verizon, herein, will utilize one or more of the Town's public, educational, or government access channels for shared or regionalized distribution of educational and/or other public information.

IN WITNESS WHEREOF, the signatories hereby agree pursuant to the terms and conditions set forth herein as of the date above written.

Town of North Hempstead

BY: 
Jonathan S. Kaiman, Supervisor

Verizon New York Inc.

BY: 
Tracey A. Edwards, Vice President