

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the "MOU" or "Agreement") is entered into this 19th day of June, 2007 by and between the Marin Telecommunications Agency (hereinafter, "the MTA") and Comcast of Marin, I., Inc., Comcast of Marin II, Inc., Comcast of California V, Inc., Comcast of California/Colorado/Florida/Oregon, Inc., and Comcast of California/Colorado/Washington I, Inc. (hereinafter, individually and collectively "Comcast" or "Franchisee") for the purposes of resolving various uncertainties and amending the non-exclusive Franchise to operate a Cable System.

WHEREAS, effective June 16, 2006, the MTA and Comcast entered into a Cable Television Franchise Agreement ("Franchise Agreement" or "Franchise"); and

WHEREAS, the Franchise included a Fiber I-Net Construction and Maintenance Agreement (the "I-Net Agreement"), set forth in the Franchise as Exhibit D; and

WHEREAS, the I-Net Agreement provided, in pertinent part, that Comcast shall provide the MTA with a construction credit ("Construction Credit") in the amount of One Million Dollars (\$1,000,000) for construction of I-Net fiber connections and/or I-Net related equipment in the Franchise Area pursuant to Franchise Agreement; and

WHEREAS, on or about July, 2006, the MTA advised Comcast that it no longer desired pursuing additional I-Net construction, and requested that some or all of the construction funds go toward the purchase of additional I-Net equipment; and

WHEREAS, after discussions, Comcast advised the MTA that it objected to I-Net construction funds deployed in areas not served by Comcast's cable system as inconsistent with the terms of the I-Net Agreement and the Franchise Agreement; and

WHEREAS, after further discussion, Comcast and the MTA have agreed to a one-time capital grant for I-Net purposes, as described in detail below, in return for a full and complete release of all obligations set forth in the I-Net Agreement, Exhibit D to the Franchise Agreement and certain related provisions of the Franchise; and

WHEREAS, the parties intend this Memorandum of Understanding to express their mutual agreement on the issue of I-Net funding under the Franchise;

NOW, THEREFORE, the parties agree to alimited number of franchise amendments to govern the parties as follows:

Section 1. I-Net Agreement Rescinded. Upon the full performance of the obligation set forth in Section 6 below, the I-Net Agreement, Exhibit D and its Attachment A to the Franchise between Comcast and the MTA is rescinded in its entirety.

Section 2. I-Net Franchise Construction Commitments Deleted. Sections 2.5(d)-(f) of the Franchise related to the second performance bond for construction of the I-Net, and Section 2.7(g)(i) of the Franchise related to liquidated damages for failure to construct the I-Net as agreed, are hereby deleted in their entirety.

Section 3. Liquidated Damages with respect to I-Net Maintenance Deleted. Section 2.7(g)(iv) of the Franchise is hereby amended as follows:

For failure to comply with PEG Access requirements described in Section 6, ~~or the I-Net maintenance requirements described in the Fiber I-Net Construction and Maintenance Agreement, Exhibit D,~~ two hundred fifty dollars (\$250) per day per violation.

Section 4. I-Net Return Lines Commitment Deleted. Section 6.3(b) of the Franchise addressing return lines incorporated as part of the I-Net construction is hereby deleted in its entirety.

Section 5. I-Net Incorporation by Reference Deleted. Section 6.5 of the Franchise incorporating the I-Net Agreement by reference is hereby deleted in its entirety.

Section 6. Capital Grant. Within thirty (30) days of the Effective Date of this MOU, Comcast shall provide to the MTA, on behalf of its member jurisdictions, a Capital Grant in the amount of Six Hundred Thousand Dollars and No Cents (\$600,000.00), to be used for capital purposes associated with the construction and expansion of the existing Institutional Network within the MTA member jurisdictional boundaries.

Section 7. Capital Grant Recovery

1. Comcast shall have the right to assess its subscribers a monthly fee to recover all actual costs associated with the foregoing I-Net Capital Grant. Comcast will not add a rate of return or cost of money component to subscriber payments for I-Net Capital Grant cost recovery purposes. The Capital Grant recovery from subscribers shall not be considered Annual Gross Revenues for purposes of Section 2.2 of the Franchise Agreement.
2. Any and all payments by Comcast to the MTA or its member jurisdiction as capital support for I-Net construction and expansion costs shall not be deemed "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. §542). The Capital Grant referenced in Section 2 of this Memorandum of Understanding is intended to conform to the provisions of Section 611 of the Cable Communications Policy Act of 1984, and further is intended to be payments of the type described in Section 622(g)(2)(B) and (C) of said Act, and not to be or to constitute Franchise Fees.

Section 8. Release of Liability. In return for the payment set forth in Section 6 above, the MTA hereby releases, relinquishes, abandons and waives all claims, causes of action, demands, liabilities, damages and costs, whether now known or unknown, that it has, or might have as of the Effective Date of this Agreement against Comcast, its affiliates, agents, directors, employees, attorneys, and other representatives arising from or in any way related to the I-Net Agreement, Exhibit D to the Franchise Agreement.

Section 9. Negotiated Settlement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement.

Section 10. No Waiver of Rights. Neither the City nor Franchisee shall be deemed to have waived any rights it may have under applicable federal, state, or local laws, including, without limitation, the Constitutions of the United States of America or the laws of the State of California, except as expressly stated in the Franchise and this Agreement.

Section 11. Acceptance. It is the intention of the parties that Comcast will first execute this Agreement and then submit it to the MTA Board of Directors. Following its approval by the MTA Board of Directors and execution by the Executive Director, the MTA's authorized representative will insert the execution date on page one of this MOU; and transmit one fully conformed counterpart to the parties. The "Effective Date" is the date on which this MOU is signed on behalf of the MTA.

Section 12. Severability. If any part of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect unless enforcement as so modified would be unreasonable or grossly inequitable under the circumstances or would frustrate the purposes hereof. To this end, provisions of this Agreement are severable.

Section 13. Notices. Any notice or request required or authorized to be made under the terms of this Agreement shall be given in writing and shall be deemed to be properly given if delivered personally, sent by facsimile transmission or sent by United States mail, postage prepaid, to the persons set forth below:

If to MTA:

Executive Officer
Marin Telecommunications Agency
371 Bel Marin Keys Boulevard, Suite 100

Novato, CA 94949

If to Comcast:

Comcast Cable Communications, Inc.
Attention: Area Vice President
1111 Anderson Drive
San Rafael, CA 94901

Section 14. Authorization to Execute Agreement. Each party represents and warrants to the other party that the person executing this Agreement on its behalf has the authority to sign and, by signing, to bind that party to the terms and conditions of this Agreement.

Section 15. Breach of this Agreement. The MTA may elect to treat any material breach of the Comcast's obligations contained in this Agreement as a breach of a material term of the Franchise, and may subject Comcast to any remedies the MTA may have for violation of the Franchise under applicable federal and state or local law.

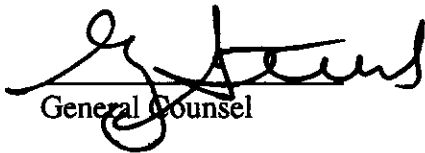
Section 16. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties, each of which has participated and cooperated in the drafting of this. This Agreement may not be modified, amended or waived, in whole or in part, except in a writing signed by both of the parties.

Section 17. Titles and Captions. All titles, captions, headings and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the contents or scope of this Agreement.

Section 18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original cast of the same.

Approved As To Form:

Marin Telecommunications Agency


General Counsel

By: Barbara A. Thornton
Chairman

Attest:

De R. Vio
Executive Officer

Comcast of Marin I, Inc., a California corporation,
Comcast of Marin, II, Inc., a California corporation,
Comcast of California V., Inc., a California corporation,
Comcast of California/Colorado/Florida/Oregon, Inc., a Georgia corporation, and
Comcast of California/Colorado/Washington I, Inc. a Washington corporation

By: RGLJ
Title: Sr V.P. 6/19/07