

April 4, 2006

***VIA Certified Mail***

Mr. Jerry Hill  
President of the Board of Supervisors  
San Mateo County

Dear Mr. Hill:

The purpose of this letter agreement is to set forth several commitments between Comcast of California, IX, Inc., Comcast of California/Colorado/Florida/Oregon, Inc., Comcast of California/Illinois, LP and Comcast of California/Colorado/Washington, LP (hereinafter, "Comcast") and San Mateo County (hereinafter, "the County") that are in addition to the Franchise Agreement, to be adopted by Resolution (hereinafter, "the Franchise"). These items have been negotiated in good faith and agreed to as part of the informal franchise renewal process pursuant to 47 U.S.C. 546(h), and specifically relate to unique community needs that exist in the County.

- A. PEG Channel Re-location: If Comcast decides to relocate any PEG access Channels required under the terms of the Franchise, the following shall occur to assist the County with the transition:
1. For those PEG access Channels managed individually by the County, Comcast shall pay the County Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) and provide an equivalent amount in advertising spots, for each relocation, said amount stipulated by the parties as reasonably necessary to defer costs and inconvenience associated with change of letterhead, designing and running promotion spots for the new Channel location through cross-channel public service announcements, and conducting a bill insert to inform Subscribers of the new Channel location.
  2. Should Comcast relocate the PEG access Channel presently cablecasting PEN-TV, Comcast shall provide to PEN-TV a proportionate amount per each of the SAMCAT member communities toward the total sum of Five Thousand and No/100 Dollars (\$5,000.00) cash and an equivalent amount in advertising spots, for the purposes set forth in the preceding paragraph.
  3. Comcast shall provide a minimum of at least ninety (90) days' prior notice to the County and Subscribers of any relocation of PEG access Channels to a different Channel number, unless specifically required otherwise by Applicable Law.
- B. PEG Channels Displayed: The Grantee shall provide the PEG access Channels as part of the Cable Service provided to any Subscriber, at no additional charge, and so that the PEG access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the Basic Cable Service tier. If Channels are selected through a menu system, the PEG access Channels shall be displayed as prominently as commercial programming choices offered by Grantee.
- C. Technical Grant to County. Within sixty (60) days following the effective date of this Franchise, Grantee shall provide County with an unrestricted technical grant in support of PEG access in the amount of Fifty Thousand and No/100 Dollars (\$50,000). Grantee reserves the right to pass-through to Subscribers, in addition to the fifty-five cents (55¢) specified in the Franchise at Exhibit B, Section 3(a), this amount in Grantee's sole discretion.
- D. Technical Grant to SAMCAT. Within sixty (60) days following the effective date of this

Franchise, Grantee shall provide directly to SAMCAT an unrestricted technical grant in support of PEG access and other cable-related regulatory purposes in the amount of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000) for the eight (8) agencies involved in this renewal process. Grantee reserves the right, in Grantee's sole discretion, to pass-through to Subscribers in the County the proportionate amount (based upon 2000 census population for the eight (8) agencies) of this technical grant, in addition to the pass-through specified in the Franchise at Exhibit B, Section 3(a).

- E. Future Cable Transfers. To the extent permissible under Applicable Law, Grantee shall reimburse County for all legal, administrative and consulting costs and fees associated with the County's review of any request to transfer after the effective date of the Franchise, and may not itemize any such reimbursement on subscribers' bills nor deduct such payments from franchise fees owed to the County.
  
- F. Through out the term of this Franchise, Grantee shall provide live, two-way feeds between the following locations: 1) Foster City Council Chambers located at 600 Foster City Blvd., Foster City CA 94404 and the SamTrans Studio currently located at 1250 San Carlos Avenue, 2<sup>nd</sup> Floor, San Carlos, CA 94070; 2) Foster City Council Chambers located at 600 Foster City Blvd., Foster CA 94404 and the San Mateo County Government Center located at 400 County Center, Redwood City, CA 94063; and 3) PEN-TV location currently located at 610 Elm Street, Suite 211, San Carlos, CA 94070 and the SamTrans Studio currently located at 1250 San Carlos Avenue, 2<sup>nd</sup> Floor, San Carlos, CA 94070.

The terms and conditions of this letter agreement are binding upon the County and Comcast and their successors and assigns. Comcast stipulates that a violation of these terms by Comcast may be considered by the County as a material violation of the Franchise.

Acknowledged and agreed to this 4th day of April, 2006.

Comcast of California, IX , Inc., Comcast of California/Colorado/Florida/Oregon, Inc., Comcast of California/Illinois, LP and Comcast of California/Colorado/Washington, LP

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

San Mateo County, California

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_