



Comcast Cable
9605 S.W. Nimbus Avenue
Beaverton, OR 97008

October 11, 2007

Mr. Milo Mecham
Staff Counsel
Metropolitan Policy Commission
Lane Council of Governments
99 East Broadway, Suite 400
Eugene, Oregon 97401-3111

Dear Mr. Mecham:

The purpose of this letter of agreement is to set forth several commitments between Comcast of Oregon II, Inc. (hereinafter, "Comcast") and the cities of Eugene and Springfield, and Lane County as to the matter of Comcast's cable franchise additional term and renewal.

Attached please find three ordinances, one for each respective jurisdiction, which have been drafted with identical substantive provisions and are the product of our discussions. The terms set forth in this letter, along with the terms incorporated from the enclosed attached ordinances, have been negotiated in good faith and agreed to as part of the informal discussions to make certain amendments to and grant an additional term and renew the current Franchise until August 1, 2018, and specifically relate to unique community needs that exist in the these communities. The terms of the attached ordinances are proposed for the purposes of setting forth the substantive terms of the ordinances. It is understood that the recitals may or may not be used by the Cities of Eugene and Springfield, or Lane County in enacting ordinances, and that the enactment clause and signature section may differ by jurisdiction. Should that be the case, the parties agree that the recitals need not be a part of the final ordinance and that the enactment clause and signature section may be changed to reflect the policy and practice of each jurisdiction. This letter agreement shall become effective upon approval of this agreement by the three jurisdictions' governing legislative bodies (Eugene, Springfield, and Lane County) and the attached ordinances amending and adding an additional term to the current franchises between Comcast and Eugene, Springfield, and Lane County, respectively.

In consideration of the mutual promises made herein, and in addition to the terms agreed to in the attached ordinances, the terms of which are expressly incorporated herein by reference, the parties agree to the following terms and conditions:

Payment to Local Franchising Authorities. Within ninety (90) days of approval of this agreement and the amended franchise agreements by the City Councils of Springfield and Eugene, and the Lane County Board of Commissioners, Comcast shall pay to the Commission the amount of \$200,000 (Two Hundred Thousand Dollars) with said amount

to be divided pro-rata among Eugene, Springfield, and Lane County based upon the number of cable subscribers in each jurisdiction. Comcast agrees that this amount may not be offset against franchise fees due or to become due and will not be itemized on subscribers' bills.

Extension of Service to non-residential areas. At any time during the period of the franchise, the City of Eugene, the City of Springfield and/or Lane County may identify projects to extend services to non-residential areas of downtown Eugene and the Glenwood area that are not currently served by cable service. If the City of Eugene, City of Springfield and/or Lane County or an appropriate governing Urban Renewal Agency determines that funds are available to assist the extension of services to the area of downtown Eugene and/or Glenwood not currently served, Comcast will match the amount secured on an equal basis, up to a maximum amount of Twenty Thousand Dollars (\$20,000) to each Springfield, Eugene, and Lane County (\$60,000 total). The entity having jurisdiction in the area in which the project will occur shall notify Comcast at least nine months in advance of the project's desired completion date with the notice including a commitment that the funding is available and secured. The provisions of each amended franchise between Comcast and the City of Eugene, the City of Springfield, and Lane County, respectively, including but not limited to Section 21, shall apply to Comcast's obligations under this section. Nothing in this agreement shall limit or prevent Comcast from initiating any construction in Downtown Eugene or Glenwood without a matching contribution.

No Additional Compensation or Reimbursement Required. Comcast is not required to pay any additional compensation or reimbursement to the Cities or the County or any other entity in order to secure the additional term and renewal of the Franchise described herein.

Federal Law Applicable. The City of Eugene, City of Springfield, Lane County and Comcast acknowledge that this agreement and the amendments to the Franchise are subject to federal law. Omission in this agreement or the amended franchise of an express mention or acknowledgement of any right or obligation existing under current law shall not be taken as a consent to or expectation of forbearance in the exercise of any right or obligation created by federal law.

No Franchise Fee Offset. Comcast agrees that no payments made pursuant to this agreement or the amended franchise, and no services provided pursuant to this agreement or to the franchise except those expressly designated as franchise fee payments, will be used as an offset, or otherwise deducted from, franchise fees due or to become due unless allowed by federal law or regulation, or a final and binding decision by a court of competent jurisdiction over the subject matter and the parties hereto.

Release of claims. The City of Eugene, City of Springfield and Lane County (the LFAs) release Comcast from any and all claims in dispute or known by the parties as of the date of this Agreement and arising out of Comcast's compliance or noncompliance with the

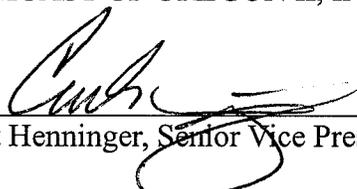
Franchise, specifically Eugene Ordinance 19775, Springfield Ordinance 5567 and Lane County Ordinance 6-91; provided, however, that this release does not include: (a) any claims arising out of state or local laws other than the Franchise (notwithstanding any references to state or local law in the Franchise); (b) any claims arising out of matters that are the subject of pending litigation or administrative proceedings between one or more of the LFAs and Comcast; and (c) any matters related to Comcast's payments to any of the LFAs or the Commission that have not yet been the subject of audit or financial review by the LFAs or the Commission subject to limitations provided under the Franchise and applicable law.

The terms and conditions of this letter agreement shall be binding upon Comcast, the City of Eugene, the City of Springfield, and Lane County, and their successors and assigns. Comcast stipulates and agrees that a violation of these terms by Comcast may be considered by the local franchising authorities that are a party to this agreement as a violation of the Franchise, subject to the rights and remedies contained therein.

If you are in agreement with the terms and conditions of this letter agreement, please so indicate by having this document countersigned by the appropriate officials on both enclosed copies, and returning one fully signed copy to Robert L. Schroeter, Government Affairs Director, Comcast Cable, 2897 Chad Drive, Eugene, OR 97408 at your earliest convenience.

Very truly yours,

COMCAST OF OREGON II, INC.



Curt Henninger, Senior Vice President

Agreed to this 10 day of OCTOBER, 2007

CITY OF EUGENE

Angel L. Jones, City Manager Pro Tem

Agreed to this ____ day of _____, 2007

CITY OF SPRINGFIELD

Gino Grimaldi, City Manager

**2007 Agreement between Comcast of Oregon II, Inc. and
the cities of Eugene and Springfield, and Lane County
Cable Franchise Additional Term and Renewal – Page 4 of 4**

Agreed to this ____ day of _____, 2007

LANE COUNTY

Faye Stewart
Chair, Lane County Board of Commissioners