MEETING DATE: February 13, 2006

AGENDA ITEM : Consideration of a Resolution Conditionally Authorizing the Assignment and Ultimate Transfer of Control of a Cable Television Franchise by Comcast Corporation to C-Native Exchange I, LLC, a Wholly-Owned Subsidiary of Time Warner Cable Inc.

ATTACHMENTS

		Pages
1.	Resolution	1-21

CITY OF CULVER CITY

LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY CONDITIONALLY AUTHORIZING THE ASSIGNMENT AND ULTIMATE TRANSFER OF CONTROL OF A CABLE TELEVISION FRANCHISE BY COMCAST CORPORATION TO C-NATIVE EXCHANGE I, LLC, A WHOLLY-OWNED SUBSIDIARY OF TIME WARNER NY CABLE INC.

RECITALS:

A. Comcast of Los Angeles, Inc. ("Franchisee") is the authorized holder of a franchise ("Franchise") that authorizes the construction, operation, and maintenance of a cable television system within the City of Culver City ("Franchise Authority"). Comcast of Georgia, Inc., is an intermediate subsidiary of Comcast Corporation, and Comcast of Georgia, Inc., has the requisite corporate authority to effectuate a change in ownership and control of the Franchise and the Franchisee.

B. On April 20, 2005, Time Warner NY Cable, LLC ("TWNY"), an indirect subsidiary of Time Warner Cable Inc., and Comcast Corporation ("Comcast"), the ultimate parent company of Franchisee, each entered into separate definitive agreements to acquire, collectively, substantially all of the assets of Adelphia Communications Corporation ("Adelphia") for a total of $12.7 billion in cash (of which TWNY will pay $9.2 billion and Comcast will pay the remaining $3.5 billion) and 16% of the common stock of Time Warner Cable Inc. At the same time that Comcast and TWNY entered into the agreements to purchase Adelphia's assets, Time Warner Cable Inc., Comcast, and their respective subsidiaries also agreed to swap certain cable systems to enhance their respective geographic clusters of subscribers ("Cable Swaps"). The cable system now owned and operated by Franchisee in the City of Culver City is one of many cable systems in Southern California involved in the Cable Swaps.

C. On June 14, 2005, the Franchise Authority received from Comcast of Georgia, Inc. ("Transferor"), an intermediate subsidiary wholly-owned by Comcast Corporation, and from Time Warner Cable Inc. ("Transferee"), an application for the assignment and ultimate transfer of control of the existing Franchise. This application included FCC Form 394 titled "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise." Supplemental information was provided to the Franchise Authority by the Transferee on July 25, 2005. Extensions of the 120-day review period were granted through and including February 15, 2006.

D. In accordance with Section 35B-3(j) of Ordinance No. 87-201, the Franchise Authority has the right to review and to approve the financial, technical, and legal qualifications of the Transferee in connection with the proposed assignment and ultimate transfer of control of the Franchise.

E. The staff of the Franchise Authority has reviewed the documentation that accompanied FCC Form 394 and, based upon the representations set forth in that documentation, has concluded that the proposed Transferee has the requisite financial, technical, and legal qualifications to adequately perform, or to ensure the performance of, all obligations required of the Franchisee under the Franchise, and that C-Native Exchange I, LLC will be bound by all existing terms, conditions, and obligations of the Franchise as it currently exists or as it may be modified or superseded by the parties prior to the closing of the transaction involving the Cable Swaps.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CULVER CITY RESOLVES AS FOLLOWS:

Section 1. In accordance with Section 35B-3(j) of Ordinance No. 87-021, the Franchise Authority consents to and approves the proposed assignment of the Franchise from Franchisee to C-Native Exchange I, LLC, a wholly-owned subsidiary of Comcast of Georgia, Inc., and the subsequent transfer of control of C-Native Exchange I, LLC to Time Warner Cable Inc., which, upon the closing of the Cable Swaps transaction, will be the indirect parent and owner of C-Native Exchange I, LLC.

Section 2. The authorization, consent and approval of the Franchise Authority to the proposed assignment and ultimate transfer of control of the Franchise is conditioned upon compliance by the Transferor or the Transferee with the following requirements, for which they are jointly and severally responsible:

(a) Within 15 days after the adoption of this resolution, the Transferor will execute and deliver to the Chief Administrative Officer the letter agreement in the form attached as Schedule 2 to the Assignment and Assumption Agreement referenced below in paragraph (b). The Chief Administrative Officer is authorized to execute that letter agreement and thereby evidence the written consent of the Franchise Authority to the compliance plan set forth in that document.

(b) Within 60 days after the adoption of this resolution, the Transferor and the Transferee will execute and file in the office of the City Clerk an "Assignment and Assumption Agreement" in substantially the form attached to this resolution as Exhibit A. The Mayor is authorized to execute that document and thereby evidence the written consent of the Franchise Authority to the assignment and assumption of all rights and obligations under the Franchise.

(c) An original or conformed copy of the written instrument evidencing the closing and consummation of the ultimate transfer of control of the Franchise to the Transferee must be filed in the office of the City Clerk within 60 days after that closing and consummation.

Section 3. If the conditions set forth above in paragraphs (a) and (b) of Section 2 are not satisfied within the period of time specified in each of those paragraphs, then the authorization and consent of the Franchise Authority to the proposed interim assignment and ultimate transfer of control as provided for in this resolution will be revoked and rescinded without further action by the Franchise Authority, and the FCC Form 394 application will be denied in all respects. In such event, the Chief Administrative Officer is authorized and directed to give written notice to all affected parties of that revocation and rescission, which will be deemed to be without prejudice to the right of those parties to submit a new FCC Form 394 to the Franchise Authority if required by the Franchise or local ordinance.

Section 4. The City Clerk is directed to transmit a certified copy of this resolution to the following persons:

Mr. Roger Keating, President
Los Angeles Division
Time Warner Cable Inc.
959 South Coast Drive
Suite 300
Costa Mesa, CA 92626

Ms. Sheila R. Willard
Senior Vice President, Government Affairs
Comcast of Georgia, Inc.
1500 Market Street
Philadelphia, PA 19102-2148

Section 5. The City Clerk is directed to certify to the passage and adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this ____ day of ________________, 2006.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

AND

GUARANTEE OF ASSIGNEE'S OBLIGATIONS

(CABLE TELEVISION FRANCHISE AGREEMENT)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into this _____ day of ______________, 2006, by and between Comcast of Los Angeles, Inc., a California corporation ("Assignor"), C-Native Exchange I, LLC, a Delaware limited liability company ("Assignee"), and the City of Culver City, a California municipal corporation ("Franchise Authority").

RECITALS:

A. Assignor is the authorized holder of a franchise that authorizes the construction, operation, and maintenance of a cable television system within the City of Culver City, California.

B. Subject to the prior consent of the Franchise Authority, Assignor desires to assign and transfer to Assignee, and Assignee desires to assume, all rights, duties, and obligations under the cable television franchise agreement between the Franchise Authority and Comcast of Los Angeles, Inc. ("Franchise Agreement") as it currently exists or as it may be modified or superseded by the parties prior to the closing of the transaction described in Assignor's FCC Form 394.

THE PARTIES AGREE AS FOLLOWS:

1. Assignor assigns and transfers to Assignee all of Assignor's rights, duties, and obligations under the Franchise Agreement.

2. Effective upon the closing of the transaction described in the FCC Form 394 filed with the Franchise Authority on June 14, 2005, Assignee covenants and agrees with Assignor and with the Franchise Authority to assume all rights and to assume and perform all duties and obligations of the Assignor under the Franchise Agreement including, without limitation, the implementation and completion of corrective work that is required to bring the cable system facilities into compliance with City Ordinance Nos. 87-020 and 87-021, as specified in the letter agreement attached as Schedule 2 to this Agreement. The Franchise Authority reserves any and all rights with respect to any noncompliance issues that may exist prior to the Closing, and Assignee reserves any and all rights and defenses with respect to any such noncompliance issues.

3. Franchise Authority consents to the assignment and transfer by Assignor to Assignee of all rights, duties, and obligations specified in the Franchise Agreement, contingent upon the execution by Time Warner Cable Inc., as guarantor, of the "Guarantee of Assignee's Obligations" that is attached as Schedule 1 to this Agreement.

4. This Agreement will become operative and enforceable upon the closing of the transaction described in the FCC Form 394 as filed with the Franchise Authority on June 14, 2005.

TO EFFECTUATE THIS AGREEMENT, the parties have caused this Assignment and Assumption Agreement to be executed by their authorized representatives as of the date set forth below the authorized signature.

"ASSIGNOR"

COMCAST OF LOS ANGELES, INC.
a California corporation

By: ______________________________
(Authorized Corporate Officer)

Title: ______________________________
Date: ______________________________

APPROVED AS TO FORM:

____
LEGAL COUNSEL

"ASSIGNEE"

C-NATIVE EXCHANGE I, LLC,
a Delaware limited liability company

By: ______________________________
(Authorized Officer)

Title: ______________________________
Date: ______________________________

APPROVED AS TO FORM:

____
LEGAL COUNSEL

"FRANCHISE AUTHORITY"

CITY OF CULVER CITY

By: ______________________________
Mayor

Date: ____________________________

APPROVED AS TO FORM:

____
CITY ATTORNEY

ATTEST:

____
CITY CLERK

SCHEDULE 1

to

ASSIGNMENT AND ASSUMPTION AGREEMENT

AND

GUARANTEE OF ASSIGNEE'S OBLIGATIONS

GUARANTEE

GUARANTEE, dated as of ____________, 2006, made by TIME WARNER CABLE INC., a Delaware corporation ("Guarantor"), in favor of the City of Culver City, California, ("Beneficiary").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to timely consent to the transfer of the cable television franchise issued by Beneficiary and currently held by Comcast of Los Angeles, Inc. (the "Franchise") to C-Native Exchange I, LLC ("Transferee") in accordance with the Federal Communications Commission Form 394 filed by Transferee, Guarantor agrees as follows:

I. Interpretive Provisions.

A. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Guarantee, shall refer to this Guarantee as a whole and not to any particular provision of this Guarantee, and section and paragraph references are to this Guarantee unless otherwise specified.

B. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

II. Guarantee.

A. Effective upon the close of the Cable Swaps transaction, Guarantor unconditionally and irrevocably guarantees to Beneficiary the timely and complete performance of all Transferee obligations under the Franchise (the "Guaranteed Obligations"). The Guarantee is an irrevocable, absolute, continuing guarantee of payment and performance, and not a guarantee of collection. If Transferee fails to pay any of its monetary Guaranteed Obligations in full when due in accordance with the terms of the Franchise, Guarantor will promptly pay the same to Beneficiary or procure payment of same to Beneficiary. Anything herein to the contrary notwithstanding, Guarantor shall be entitled to assert as a defense hereunder any defense that is or would be available to Transferee under the Franchise or otherwise.

B. This Guarantee shall remain in full force and effect until the earliest to occur of: (i) performance in full of all Guaranteed Obligations at a time when no additional Guaranteed Obligations remain outstanding or will accrue to Transferee under the Franchise; and (ii) subject to any required consent of the Beneficiary, any direct or indirect transfer of the Franchise from Transferee to (or direct or indirect acquisition of Transferee or any successor thereto by (whether pursuant to a sale of assets or stock or other equity interests, merger or otherwise)) any other person or entity a majority of whose equity and voting interests are not beneficially owned and controlled, directly or indirectly, by Guarantor. Upon termination of this Guarantee in accordance with this Section II(B), all contingent liability of Guarantor in respect hereof shall cease, and Guarantor shall remain liable solely for Guaranteed Obligations accrued prior to the date of such termination.

III. Waiver. Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Beneficiary upon this Guarantee or acceptance of this Guarantee. Guarantor waives diligence, presentment, protest and demand for payment to Transferee or Guarantor with respect to the Guaranteed Obligations; provided, however, that Guarantor shall be furnished with a copy of any notice of or relating to default under the Franchise to which Transferee is entitled or which is served upon Transferee at the same time such notice is sent to or served upon Transferee.

IV. Representations and Warranties. Each of Guarantor and Beneficiary represents and warrants that: (i) the execution, delivery and performance by it of this Guarantee are within its corporate, limited liability company or other powers, have been duly authorized by all necessary corporate, limited liability company or other action, and do not contravene any law, order, decree or other governmental restriction binding on or affecting it; and (ii) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by it of this Guarantee, except as may have been obtained or made, other than, in the case of clauses (i) and (ii), contraventions or lack of authorization, approval, notice, filing or other action that would not, individually or in the aggregate, impair or delay in any material respect such party's ability to perform its obligations hereunder.

V. Binding Effect. This Guarantee, when executed and delivered by Beneficiary, will constitute a valid and legally binding obligation of Guarantor, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws applicable to creditors' rights generally and by equitable principles (whether enforcement is sought in equity or at law).

VI. Notices. All notices, requests, demands, approvals, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given and made if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if sent by Telecopier, provided that the telecopy is promptly confirmed by telephone confirmation thereof, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

To Guarantor and Transferee:

Time Warner Cable Inc.
290 Harbor Drive
Stamford, CT 06902-6732
Telephone: (203) 328-0631
Telecopy: (203) 328-4094
Attention: General Counsel

To Beneficiary:

City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507
Telephone: (310) 253-6006
Telecopy: (310) 253-6010
Attention: Chief Administrative Officer

VII. Integration. This Guarantee represents the agreement of Guarantor with respect to the subject matter hereof and there are no promises or representations by Guarantor or Beneficiary relative to the subject matter hereof other than those expressly set forth herein.

VIII. Amendments in Writing. None of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Guarantor and Beneficiary, provided that any right, power or privilege of Beneficiary arising under this Guarantee may be waived by Beneficiary in a letter or agreement executed by Beneficiary.

IX. Section Headings. The section headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

X. No Assignment or Benefit to Third Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon anyone other than Guarantor and Beneficiary and their respective permitted assigns, any rights or remedies under or by reason of this Guarantee.

XI. Expenses. All costs and expenses incurred in connection with this Guarantee and the transactions contemplated hereby shall be borne by the party incurring such costs and expenses.

XII. Counterparts. This Guarantee may be executed by Guarantor and Beneficiary on separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

XIII. **Governing Law**. This guarantee shall be governed by and construed and interpreted in accordance with the laws of the state of California without regard to principles of conflicts of law.

XIV. **Waiver of Jury Trial**. Each party hereto hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding relating to this guarantee and for any counterclaim therein.

TO EFFECTUATE THIS GUARANTEE, each of the undersigned has caused this Guarantee to be duly executed and delivered by its duly authorized officer on the date set forth below the authorized signature.

"GUARANTOR"
TIME WARNER CABLE INC.

By: ______________________
Name:______________________
Title:______________________
Date:______________________

"BENEFICIARY"

CITY OF CULVER CITY

By: ______________________
Name:______________________
Title:______________________
Date:______________________

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SCHEDULE 2

to

ASSIGNMENT AND ASSUMPTION AGREEMENT

AND

GUARANTEE OF ASSIGNEE'S OBLIGATIONS

COMPLIANCE PLAN

[Executed copy to be attached]

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[Comcast Letterhead]

February ___, 2006

City of Culver City
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Jerry Fulwood, Chief Administrative Officer

Subject: Compliance Plan Regarding Safety Violations

Dear Mr. Fulwood:

This letter agreement sets forth the understanding and agreement between the City of Culver City ("City") and Comcast of Los Angeles, Inc. ("Comcast") regarding the implementation of a compliance plan for corrective work on cable system service drops within the City ("Compliance Plan"). For purposes of this Compliance Plan, the phrase "cable system service drops" is defined as the cable and related field equipment from the output of the subscriber signal tap to the cable entry point on the structure.

A. BACKGROUND

1. Comcast is the duly authorized cable television franchisee in the City under a cable television franchise that was authorized by Ordinance No. 87-020, as adopted on August 10, 1987 ("Franchise Agreement"). This Franchise Agreement was transferred to Comcast in a transaction authorized by the City on June 24, 2002.

2. Ordinance No. 87-021 is the regulatory ordinance that governs Comcast's Franchise Agreement. Section 35B-6(k)(1)(c) of that ordinance provides as follows:

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> "All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of all applicable State and local codes."

For purposes of this Compliance Plan, the term "State and local codes" is defined to include those codes specified in Ordinances No. 87-020 and No. 87-021.

3. In November 2004, the City conducted a technical audit to determine Comcast's compliance with State and local codes and issued a report (the "Audit Report"). As set forth in Comcast's letter to the City dated September 29, 2005, Comcast disagrees with the conclusions in the Audit Report. Nevertheless, Comcast has agreed to the provisions of this Compliance Plan in order to achieve substantial compliance with the franchise requirements and has agreed to take the corrective actions set forth below.

B. COMPLIANCE DEADLINE

On or before June 1, 2007, Comcast shall ensure that its cable system service drops are in substantial compliance with the Franchise Agreement, as specified below in Section E(1).

C. INACTIVE OVERHEAD SUBSCRIBER DROPS

In those instances where an inactive overhead subscriber drop cable is physically disconnected or electronically insulated from the structure, and the drop messenger at the structure is either connected to an insulated house hook or the house hook is installed in or on a non-conductive surface, no further bonding with the structure's electrical ground will be required until service is reactivated. At the time of

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service reactivation, Comcast must inspect and adjust the wiring as may be required to comply with all current State and local codes.

D. PROGRESS REPORTING AND MONITORING

1. Comcast will maintain progress records. Upon City's request, Comcast will deliver to City a progress report in spreadsheet format at three-month intervals. The first progress report shall be made available on the six-month anniversary of this agreement, and subsequent progress reports every third month thereafter. The progress reports will set forth the following information:

(a) The time period covered by the report.

(b) The number of current subscribers in the City as of the end date of the progress report.

(c) The number of structures passed in the City by Comcast's cable system ("serviceable addresses") as of the end date of the progress report.

(d) Addresses in the City verified by Comcast to be in compliance with applicable State and local codes.

(e) Addresses in the City verified by Comcast to be legal non-conforming installations, as defined below in Section E(2)(d), as of the end date of the progress report.

(f) Addresses in the City where the property owner or occupant denied Comcast access to inspect, or where Comcast was unable to inspect due

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to a physical barrier. For each such address, the information specified in Section E(2)(b)(i) must be provided in the progress report.

2. At the request of either party, the City and Comcast will meet to discuss the work performed and reported on during the previous two calendar quarters, the work to be performed during the next two calendar quarters, and any anticipated events of a material nature that have occurred or may occur that adversely impact the Compliance Plan. The purpose of each such meeting will be to monitor the progress of the Compliance Plan to date, to discuss work that remains to be performed, and to identify and attempt to resolve in advance any issues that may negatively impact future progress.

3. Within 30 days after the mid-point of the Compliance Plan but no later than July 31, 2006, the City will conduct an evaluation to independently verify the progress of that plan. As used above, the term "mid-point' means that one-half of the total number of serviceable addresses in the City have been certified by Comcast as being in compliance with State and local codes, or are legal non-conforming serviceable addresses. The purposes of this evaluation are as follows:

(a) To determine the accuracy and reliability of the progress reports previously submitted.

(b) To enable the City to provide guidance to Comcast, as may be requested by Comcast, to ensure the timely and successful completion of the Compliance Plan.

(c) To discuss project-related matters that may be raised by the City or by Comcast.

E. VERIFICATION OF COMCAST'S COMPLIANCE

1. Within 30 days after June 1, 2007, or upon receipt of a letter from Comcast making such request, whichever occurs first, City shall commence a statistically accurate (97% confidence level, plus or minus 3%) verification inspection ("SAI") to determine whether Comcast has brought the cable system service drops into substantial compliance with State and local codes. Substantial compliance is deemed to exist where at least 90 percent of the cable system service drops comply with State and local codes. For purposes of the definitions and calculations provided for in this Agreement, a location that is found to be in noncompliance will be considered as a single failure, regardless of the number of noncompliant items at that location

2. The following procedures will apply to the selection of addresses to be inspected, and to the conduct of the verification inspection:

(a) Selection of Addresses to be Inspected

(i) The City will propose no fewer than three independent third-party statisticians, and within 15 days thereafter Comcast will select one from the City's list. If Comcast fails to select one of the statisticians from the City's list within 15 days, the City will select the statistician.

(ii) The statistician selected above in subparagraph (i) will be retained and paid for by the City.

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(iii) Comcast will provide the statistician with a list of all serviceable addresses in the City.

(iv) The statistician will perform a "six-times" random sort on the list described above in subparagraph (iii).

(v) The statistician will provide the sorted list in suitable spreadsheet format to the City. The statistician will retain a copy of the sorted list for disclosure to Comcast upon notice from the City of completion of the verification inspection.

(vi) The city will then plot the first non-excluded 450 addresses on a detailed street map ("verification inspection list").

(b) Exclusion of Addresses to be Inspected.

(i) Comcast must provide to the City a list of every address in the City where Comcast has been unable to gain access in order to inspect its cable system service drops. For each such address, Comcast must provide the City with evidence that it has made a minimum of three attempts to gain access, including evidence that it has sent a certified letter (return receipt requested) to the owner or occupant requesting the necessary access.

(ii) In no event will Comcast be responsible for any noncompliance that is beyond Comcast's reasonable control. For purposes of this Compliance Plan, the phrase "beyond Comcast's reasonable control" means documented

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evidence (A) that the resident requested the drop not be removed; (B) that a third party interfered with the cable system service drop rendering it noncompliant; (C) that an act of nature rendered it noncompliant; or (D) that the residential owner or occupant is utilizing the cable drop for services not provided by Comcast.

(iii) If any cable system service drop is determined to be subject to the exclusions of subparagraphs (i) and (ii), the City will exclude each such address from the inspection process, and the next available address on the sorted list will be added in order (i.e., 451, then 452, then 453.)

(c) Field Inspections (2 or 3 crews)

(i) Each field inspection crew will consist of one City inspector and one representative of Comcast.

(ii) Inspection crews will visit each of the 450 addresses on the verification inspection list to assess compliance with State and local codes.

(iii) Any City inspector can issue a "pass" for a code-compliant address.

(iv) Only one City-designated inspector can issue a "fail" for a non-compliant address.

(v) For each "no access" address, or any address with no subscriber drop plant, one additional inspection address will be added in order (i.e., 451, then 452, then 453) from the sorted list to the verification inspection list.

(vi) The verification inspection will be complete and the percentage of substantial compliance will be computed when 450 addresses have been inspected and a "pass" or "fail" finding has been assigned by the City to each of those 450 addresses.

(d) Legal Non-Conforming Installations. Where an inspected installation does not meet the current State and local code requirements, but does comply with the State and local codes that were in effect at the time of installation, and no material changes have occurred to the installed facilities in the intervening period, the installation will be deemed to be currently compliant and entitled to a "pass" finding. The burden is on Comcast to demonstrate by clear and convincing evidence to the City's satisfaction that the installation complied with the State and local codes that were in effect at the time of installation and that no material changes to the installation have occurred in the intervening period.

(e) Compliance Inspections Prior to June 1, 2007. In accordance with Section E(1), Comcast may notify the City in writing that it desires to proceed with the SAI at any time prior to June 1, 2007. If an SAI performed at Comcast's request prior to June 1, 2007 (the "Early SAI") does not demonstrate substantial compliance, as defined in Section E(1), Comcast shall not be in breach of this agreement nor subject to the remedies provided herein unless and until Comcast fails to demonstrate substantial compliance in the SAI to be conducted within 30 days after June 1, 2007. For each such failed Early SAI, Comcast shall promptly reimburse the City for its actual costs of performing the Early SAI. If an Early SAI demonstrates the substantial

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compliance required herein, the provisions of Section E(2)(f) ("Termination of Obligations upon Compliance") shall apply.

(f) Termination of Obligations upon Compliance. If the verification inspection process discloses that Comcast has achieved substantial compliance with State and local codes as defined in Section E(1) and has fulfilled its obligation, if any, to fully reimburse the City as specified in Section E(2)(e) , City will notify Comcast, and Comcast's obligations under this Compliance Plan will terminate. City and Comcast reserve all rights they may have with respect to compliance issues other than the cable system service drops addressed in this Compliance Plan.

(g) Failure to Achieve Substantial Compliance. Except where substantial compliance is not demonstrated in an Early SAI authorized by Section E(2)(e), Comcast's failure to achieve substantial compliance will subject Comcast to the remedies set forth in the Franchise Agreement.

F. BINDING UPON SUCCESSORS

The commitments in this Compliance Plan will be legally binding upon Comcast and upon any successor-in-interest, assignee, or transferee of the Franchise Agreement that may hereafter be authorized by the City.

G. PUBLIC NOTIFICATION

Comcast, at its sole cost, shall notify the property owners and occupants in the City of the inspection and correction work required herein by placing advertisements in a newspaper of general circulation in the City. Such advertisements shall start upon the execution of this agreement, and continue thereafter no less frequently than every second week. Comcast shall also notify its current subscribers by at least one of the following means: "local advertising avails" or subscriber bill inserts, or Culver City Community Bulletin Board.

Please indicate the City's acceptance of this letter agreement by signing and returning the enclosed duplicate of this letter.

Very truly yours,

COMCAST OF LOS ANGELES, INC.

By: ____________________________

Title: ___________________________

Confirmed and Agreed to
on February ___, 2006

CITY OF CULVER CITY

By: ________________________________

Title: _______________________________

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