

AGREEMENT RELATING TO THE CONSENT
OF THE CITY OF RICHMOND, CALIFORNIA
TO THE CHANGE OF CONTROL OF COMCAST OF CALIFORNIA/COLORADO LLC AND COMCAST OF
CALIFORNIA/COLORADO/FLORIDA/ OREGON, INC.

THIS AGREEMENT (the "Change of Control Agreement" or "Agreement") is entered into as of the latter of the dates set forth in the signature section, between and among the City of Richmond, California (the "City"), Comcast of California/Colorado LLC, Comcast of California/Colorado/Florida/Oregon, Inc. (collectively the "Franchisees") and Comcast Corporation, formerly known as AT&T Comcast Corporation (the "Transferee"). The obligations and liabilities of the Transferee under this Agreement are limited to those expressly stated herein as applying to the Transferee.

WHEREAS, Franchisees are each duly authorized holders of franchises (the "Franchises") authorizing the installation, operation and maintenance of cable television systems (the "Systems") within the City; and

WHEREAS, Franchisees formerly were indirect subsidiaries of AT&T Corp. ("Transferor"); and

WHEREAS, Transferor has merged its subsidiary, AT&T Broadband Corp., with Comcast Holdings Corporation (formerly known as Comcast Corporation) to create a new company to be known as Comcast Corporation, formerly known as AT&T Comcast Corporation), pursuant to the terms of an Agreement and Plan of Merger dated December 19, 2001, by and between Transferor, AT&T Broadband Corp. and Transferee, and certain of their respective affiliates (the "Merger Agreement") and a Separation and Distribution Agreement dated December 19, 2001, by and between Transferor and AT&T Broadband Corp. (the "Merger"); and

WHEREAS, following the Merger the Franchisees have remained in place and continue to hold and operate under the Franchises; and

WHEREAS, the Franchisees, Transferor and Transferee filed written applications with the City (the "Applications") wherein they requested the consent of the City to the Change of Control of the Franchisees to Transferee (the "Change of Control"); and

WHEREAS, the City Council of the City has reviewed the Applications as well as all relevant documents, staff reports and recommendations; and

WHEREAS, based upon the evidence presented to the City Council, it has determined that it would be in the public interest to conditionally approve the Change of Control.

NOW, THEREFORE, it is agreed by and between the parties as follows;

1. The City Council of the City hereby gives its consent to and approval of the Change of Control of the Franchisees.

2. The granting of this consent to the Change of Control does not waive the right of the City to consent to any subsequent change in control.

3. Franchisees agree that this Change of Control Agreement and approving resolution is not a new franchise agreement, the granting of a franchise, or the renewal of the existing franchise, but rather is exclusively an agreement consenting to a change of control of the Franchisee and said Change of Control Agreement neither affects nor prejudices in any way the rights of the City or, the Franchisee under the Franchise. Franchisees and Transferee further agree that (i) in adjudging whether particular obligations are commercially impracticable, as that term is used and defined under Section 625 of the Cable Communications Policy Act of 1984, as amended (the "Cable Act"), or (ii) in any proceeding relating to the approval or establishment of a rate subject to the jurisdiction of the City, the parties will not consider the economic burden of debt service and equity requirements incurred directly or indirectly to fund the Change of Control to the extent such debt service and equity exceeds the debt service and equity requirements of Franchisees as they existed prior to the closing of the Merger.

4. The Franchisees and the City acknowledge and agree that the Change of Control will not alter their respective commitments, duties and obligations present, continuing and future embodied in the Franchises, any prior Change of Control or Transfer Agreements between them relating to the Systems, (collectively, the "Franchise Documents") and any lawful orders or directives of any administrative agency relating to the Franchise or the System including, but not limited to, the Federal Communications Commission (the "Commission"). The City's consent to the Change of Control shall not in any respect relieve Franchisees or any of their respective successors-in-interest of the responsibility for past acts or omissions, known or unknown, or for any obligations or liabilities pursuant to the Franchise Documents. Franchisees agree to cooperate and furnish relevant information as required by the Franchises in relation to any audit and/or investigation relative to any breaches and/or defaults that may accrue subsequent to the Change of Control.

To the extent that the Franchisees or Transferee, or any related person or entity, challenges the validity or interpretation of the Franchise Documents in the future in any administrative proceeding or court of law, such a challenge shall be subject to all defenses which would have been available to the City had the Transferor,

Franchisee or any related person or entity, brought said challenge(s), as well as any and all defenses independently available against Transferee, to the extent applicable. Transferee acknowledges that the Change of Control will not affect, diminish, impair or supersede the binding nature of the Franchises and any other existing ordinances, resolutions, and agreements applicable to the operation of the System and that the Franchisees shall comply with all applicable requirements of the Franchises.

5. The parties acknowledge and recognize that none of the Change of Control, the consent process, or this Agreement provide any basis for increasing the amounts paid by subscribers through cost pass-throughs as so-called "external costs" or as new requirements and that the foregoing do not provide any basis for increasing the rates paid by subscribers in any manner.

6. By executing this Change of Control Agreement, the Franchisees agree to fully reimburse the City for all costs up to a maximum of Ten Thousand Dollars(\$10,000) reasonably and actually incurred by it in relation to this Change of Control proceeding including, but not limited to, all attorneys fees, consultant fees, and audit fees unless a final, effective, and binding judicial decision prohibits said payment. The City shall inform Franchisees of the amount of said costs, which may include costs directly incurred by the City and its share of joint costs incurred with other reviewing franchising authorities, by providing the Franchisees' Vice President of Government Affairs with a general statement within thirty (30) days of the execution and delivery of this Agreement by Franchisees and Transferee. Such statement shall include a certification that the costs were incurred by it solely in relation to the Change of Control. Failure of the Franchisees to pay said cost within forty-five (45) days of receipt of such statement shall result in this Change of Control Agreement and the approving resolution being null and void, the consent to the Change of Control Agreement and the approving resolution being null and void, the consent to the Change of Control becoming void, and the Change of Control deemed disapproved as of the date of the approving resolution of this Change of Control Agreement.

7. In regard to any payment made or service provided to the City pursuant to this Change of Control Agreement, neither the Franchisee nor any affiliated party will pass through, externalize, or otherwise attempt to add such costs to any regulated rate including, but not limited to, the addition of said payment or service as a separate line item to Subscriber bills. Nothing in this paragraph shall be construed so as to limit Grantee's rights under applicable law.

8. Franchisees represent that any letter of credit, insurance and bonding required by the Franchise Documents have been obtained, and that there will be no gaps in required coverages or liabilities. Franchisees will continue to maintain the letter of credit and bonds, if any, that are required under the Franchises notwithstanding the Change of Control.

9. Transferee and Franchisees represent and warrant that the Change of Control of the Franchisees complied with and was not in violation of any applicable federal, state, or local law, statute, and/or regulation. Franchisees agree to defend, indemnify and hold the City harmless against any loss, claim, costs, damage, liability or expense (including, without limitation, reasonable attorney's fees) arising out of this Change of Control Agreement, and/or incurred as a result of (i) any representation made by Transferor, Transferee or Franchisees in the Application or in connection with the City's review of the Change of Control which proves to be untrue or inaccurate in any material respect or (ii) any violation of any applicable federal or state law or regulation relative to Transferee's ownership or control of the Franchisees. In the event the City receives any such notice of a loss, claim, damage, liability or expense, the City shall promptly notify Franchisees which shall, at the request of the City, assume direct responsibility for defending against any such loss, claim, damage, liability or expense. The City shall reasonably cooperate in such defense.

10. This consent is not affirmation that Franchisees are currently in compliance with the Franchise Documents. Any consent given by the City in this Change of Control Agreement and any resolution approving this Change of Control Agreement is not a finding that, after the Change of Control, Franchisees or Transferee is financially, technically or legally qualified, and no inference will be drawn, positively or negatively, as a result of the absence of a finding on this issue. Any consent is therefore made without prejudice to, or waiver of any right the City may have to fully investigate and consider Franchisees' or Transferee's financial, technical and legal qualifications and any other relevant considerations during any subsequent proceeding including by way of example and not limitation any future change of control, transfer or renewal proceeding. Without limiting the foregoing, the City's consent to the Change of Control is not a finding or representation by the City that the Franchises will be renewed or extended (and approval shall not create an obligation to renew or extend the Franchise that does not otherwise exist); that Franchisees or Transferee is "financially, technically or legal" qualified to hold a renewed franchise; or that any other renewal issue that may arise with respect to past performance or future cable-related needs and interests will be resolved in a manner favorable to Franchisees. Nothing in this Change of Control

Agreement shall constitute a waiver of any of Transferor's, Transferee's, Franchisee's, or City's rights or remedies under federal, state, or local law.

11. The Franchisees and Transferee expressly agree that any litigation arising among the City, Franchisees and Transferee relating to the Franchise Agreement, this Agreement, or any other agreements directly relating to the regulation, franchising, refranchising, operation and maintenance of the System shall be filed and litigated exclusively in the County of Contra Costa, State of California or, if jurisdictional requirements are otherwise met, the Federal District Court for the Northern District, California. Transferee agrees to accept service of process by way of service upon: Comcast Corporation, 1500 Market Street, Attention: Legal Department, Philadelphia, Pennsylvania 19102.

12. The Transferee shall comply with all applicable financial disclosure requirements under applicable law, including without limitation, the regulations promulgated by the Security and Exchange Commission, including, but not limited to, regulations regarding "off-balance sheet" borrowing. If (i) Transferee has been found by a court of competent jurisdiction, or governing agency having enforcement powers with respect to such disclosure requirements, to have violated any applicable and material financial disclosure requirements under applicable law, and (ii) related to such finding the bond rating of Transferee as listed by Standard & Poor's is reduced to BB or below and by Moody's is reduced to Ba2 or below, the City, at its election, may infer that Franchisees lack financial qualifications for the purpose of franchise renewal under the provisions of Section 626 of the Cable Act subject to the City having provided the Franchisees written notice of and an opportunity to be heard at any hearing or other proceeding at which such action is taken by the City. Thereafter, the City shall permit the Franchisee to submit written evidence, as reasonably required by the City, that adequate funding exists for continued operation of the Franchises, including the fulfillment of all Franchise requirements on a timely and uninterrupted basis, which funding would not be adversely affected by any bankruptcy of the Transferee or any **affiliated party** or the default by Transferee on any Financing Agreement as defined in Paragraph 13. Such written evidence shall be submitted within fifteen (15) business days of the City's request.

13. Transferee and Franchisees agree that Franchisees will not, directly or indirectly, be an obligor for any debt that may be incurred by Transferee to meet cash funding requirements of the Merger or any future acquisition or improvement of cable properties not located in the City. Further, during the thirty-six (36) months following the close of the Merger, if (i) the bond rating of Transferee as listed by Standard & Poor's is reduced to

BB or below and by Moody's to Ba2 or below, or (ii) Transferee is in material default under any loan, indenture, or financing arrangement ("Financing Documents") material to the financing of Transferee's operations, Franchisees shall immediately provide notice to the City and shall, within ten (10) days, of the first of a drop in credit rating or a default in any Financing Documents, secure and provide to the City an Irrevocable Letter of Credit, in a form and from a company approved by the City, in the amount of \$500,000, in addition to any security currently required under the terms of the Franchise Documents, as security for any default under the Franchise Agreement. Franchisees further agree that the Letter of Credit may be drawn upon by the City to reimburse the City for any reasonable and actual expenses, including attorney's fees, incurred in any bankruptcy proceeding involving the Franchisees or the Transferee. In the event Transferee subsequently meets the foregoing minimum standards (i.e., bond rating and no default on Financing Documents), the Transferee may cancel the above-referenced additional Irrevocable Letter of Credit. City shall not be required to repay or replenish any amounts drawn thereunder.

14. Franchisees agree to provide a customer service staffing (utilizing internal or external resources) at levels sufficient to meet the federal customer service standards. Franchisees further agree that in the event Franchisees fail to materially satisfy federal customer service standards, Franchisees shall, within thirty (30) days from its receipt of written notice from the City, provide the City with a specific plan (including details as to staffing, training, and other technical resources) which Franchisee will undertake to remedy such failure (the "Plan"). Nothing herein shall prevent the City from adopting customer service standards in excess of federal standards and enforcing those higher standards through methods available to it under applicable law.

15. Any violation of this Change of Control Agreement shall be deemed to be a violation of the Ordinance and the Franchise.

16. The City hereby gives Franchisees notice that the Change of Control may create a taxable possessory interest upon which the Franchisee may be liable for the payment of certain property taxes. Franchisees hereby acknowledge that it has received actual notice as provided by California Revenue and Taxation Code Section 107.6.

17. This Change of Control Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The parties agree that this Change of Control Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect of an original signature.

EXHIBIT A

AGREEMENT RELATING TO THE CONSENT
OF THE CITY OF RICHMOND, CALIFORNIA
TO THE CHANGE OF CONTROL OF COMCAST OF CALIFORNIA/COLORADO LLC AND COMCAST OF
CALIFORNIA/COLORADO/FLORIDA/ OREGON, INC.

THIS AGREEMENT (the "Change of Control Agreement" or "Agreement") is entered into as of the latter of the dates set forth in the signature section, between and among the City of Richmond, California (the "City"), Comcast of California/Colorado LLC, Comcast of California/Colorado/Florida/Oregon, Inc. (collectively the "Franchisees") and Comcast Corporation, formerly known as AT&T Comcast Corporation (the "Transferee"). The obligations and liabilities of the Transferee under this Agreement are limited to those expressly stated herein as applying to the Transferee.

WHEREAS, Franchisees are each duly authorized holders of franchises (the "Franchises") authorizing the installation, operation and maintenance of cable television systems (the "Systems") within the City; and

WHEREAS, Franchisees formerly were indirect subsidiaries of AT&T Corp. ("Transferor"); and

WHEREAS, Transferor has merged its subsidiary, AT&T Broadband Corp., with Comcast Holdings Corporation (formerly known as Comcast Corporation) to create a new company to be known as Comcast Corporation, formerly known as AT&T Comcast Corporation), pursuant to the terms of an Agreement and Plan of Merger dated December 19, 2001, by and between Transferor, AT&T Broadband Corp. and Transferee, and certain of their respective affiliates (the "Merger Agreement") and a Separation and Distribution Agreement dated December 19, 2001, by and between Transferor and AT&T Broadband Corp. (the "Merger"); and

WHEREAS, following the Merger the Franchisees have remained in place and continue to hold and operate under the Franchises; and

WHEREAS, the Franchisees, Transferor and Transferee filed written applications with the City (the "Applications") wherein they requested the consent of the City to the Change of Control of the Franchisees to Transferee (the "Change of Control"); and

WHEREAS, the City Council of the City has reviewed the Applications as well as all relevant documents, staff reports and recommendations; and

WHEREAS, based upon the evidence presented to the City Council, it has determined that it would be in the public interest to conditionally approve the Change of Control.

NOW, THEREFORE, it is agreed by and between the parties as follows;

1. The City Council of the City hereby gives its consent to and approval of the Change of Control of the Franchisees.

2. The granting of this consent to the Change of Control does not waive the right of the City to consent to any subsequent change in control.

3. Franchisees agree that this Change of Control Agreement and approving resolution is not a new franchise agreement, the granting of a franchise, or the renewal of the existing franchise, but rather is exclusively an agreement consenting to a change of control of the Franchisee and said Change of Control Agreement neither affects nor prejudices in any way the rights of the City or, the Franchisee under the Franchise. Franchisees and Transferee further agree that (i) in adjudging whether particular obligations are commercially impracticable, as that term is used and defined under Section 625 of the Cable Communications Policy Act of 1984, as amended (the "Cable Act"), or (ii) in any proceeding relating to the approval or establishment of a rate subject to the jurisdiction of the City, the parties will not consider the economic burden of debt service and equity requirements incurred directly or indirectly to fund the Change of Control to the extent such debt service and equity exceeds the debt service and equity requirements of Franchisees as they existed prior to the closing of the Merger.

4. The Franchisees and the City acknowledge and agree that the Change of Control will not alter their respective commitments, duties and obligations present, continuing and future embodied in the Franchises, any prior Change of Control or Transfer Agreements between them relating to the Systems, (collectively, the "Franchise Documents") and any lawful orders or directives of any administrative agency relating to the Franchise or the System including, but not limited to, the Federal Communications Commission (the "Commission"). The City's consent to the Change of Control shall not in any respect relieve Franchisees or any of their respective successors-in-interest of the responsibility for past acts or omissions, known or unknown, or for any obligations or liabilities pursuant to the Franchise Documents. Franchisees agree to cooperate and furnish relevant information as required by the Franchises in relation to any audit and/or investigation relative to any breaches and/or defaults that may accrue subsequent to the Change of Control.

To the extent that the Franchisees or Transferee, or any related person or entity, challenges the validity or interpretation of the Franchise Documents in the future in any administrative proceeding or court of law, such a challenge shall be subject to all defenses which would have been available to the City had the Transferor,

Franchisee or any related person or entity, brought said challenge(s), as well as any and all defenses independently available against Transferee, to the extent applicable. Transferee acknowledges that the Change of Control will not affect, diminish, impair or supersede the binding nature of the Franchises and any other existing ordinances, resolutions, and agreements applicable to the operation of the System and that the Franchisees shall comply with all applicable requirements of the Franchises.

5. The parties acknowledge and recognize that none of the Change of Control, the consent process, or this Agreement provide any basis for increasing the amounts paid by subscribers through cost pass-throughs as so-called "external costs" or as new requirements and that the foregoing do not provide any basis for increasing the rates paid by subscribers in any manner.

6. By executing this Change of Control Agreement, the Franchisees agree to fully reimburse the City for all costs up to a maximum of Ten Thousand Dollars(\$10,000) reasonably and actually incurred by it in relation to this Change of Control proceeding including, but not limited to, all-attorneys fees, consultant fees, and audit fees unless a final, effective, and binding judicial decision prohibits said payment. The City shall inform Franchisees of the amount of said costs, which may include costs directly incurred by the City and its share of joint costs incurred with other reviewing franchising authorities, by providing the Franchisees' Vice President of Government Affairs with a general statement within thirty (30) days of the execution and delivery of this Agreement by Franchisees and Transferee. Such statement shall include a certification that the costs were incurred by it solely in relation to the Change of Control. Failure of the Franchisees to pay said cost within forty-five (45) days of receipt of such statement shall result in this Change of Control Agreement and the approving resolution being null and void, the consent to the Change of Control Agreement and the approving resolution being null and void, the consent to the Change of Control becoming void, and the Change of Control deemed disapproved as of the date of the approving resolution of this Change of Control Agreement.

7. In regard to any payment made or service provided to the City pursuant to this Change of Control Agreement, neither the Franchisee nor any affiliated party will pass through, externalize, or otherwise attempt to add such costs to any regulated rate including, but not limited to, the addition of said payment or service as a separate line item to Subscriber bills. Nothing in this paragraph shall be construed so as to limit Grantee's rights under applicable law.

8. Franchisees represent that any letter of credit, insurance and bonding required by the Franchise Documents have been obtained, and that there will be no gaps in required coverages or liabilities. Franchisees will continue to maintain the letter of credit and bonds, if any, that are required under the Franchises notwithstanding the Change of Control.

9. Transferee and Franchisees represent and warrant that the Change of Control of the Franchisees complied with and was not in violation of any applicable federal, state, or local law, statute, and/or regulation. Franchisees agree to defend, indemnify and hold the City harmless against any loss, claim, costs, damage, liability or expense (including, without limitation, reasonable attorney's fees) arising out of this Change of Control Agreement, and/or incurred as a result of (i) any representation made by Transferor, Transferee or Franchisees in the Application or in connection with the City's review of the Change of Control which proves to be untrue or inaccurate in any material respect or (ii) any violation of any applicable federal or state law or regulation relative to Transferee's ownership or control of the Franchisees. In the event the City receives any such notice of a loss, claim, damage, liability or expense, the City shall promptly notify Franchisees which shall, at the request of the City, assume direct responsibility for defending against any such loss, claim, damage, liability or expense. The City shall reasonably cooperate in such defense.

10. This consent is not affirmation that Franchisees are currently in compliance with the Franchise Documents. Any consent given by the City in this Change of Control Agreement and any resolution approving this Change of Control Agreement is not a finding that, after the Change of Control, Franchisees or Transferee is financially, technically or legally qualified, and no inference will be drawn, positively or negatively, as a result of the absence of a finding on this issue. Any consent is therefore made without prejudice to, or waiver of any right the City may have to fully investigate and consider Franchisees' or Transferee's financial, technical and legal qualifications and any other relevant considerations during any subsequent proceeding including by way of example and not limitation any future change of control, transfer or renewal proceeding. Without limiting the foregoing, the City's consent to the Change of Control is not a finding or representation by the City that the Franchises will be renewed or extended (and approval shall not create an obligation to renew or extend the Franchise that does not otherwise exist); that Franchisees or Transferee is "financially, technically or legal" qualified to hold a renewed franchise; or that any other renewal issue that may arise with respect to past performance or future cable-related needs and interests will be resolved in a manner favorable to Franchisees. Nothing in this Change of Control

Agreement shall constitute a waiver of any of Transferor's, Transferee's, Franchisee's, or City's rights or remedies under federal, state, or local law.

11. The Franchisees and Transferee expressly agree that any litigation arising among the City, Franchisees and Transferee relating to the Franchise Agreement, this Agreement, or any other agreements directly relating to the regulation, franchising, refranchising, operation and maintenance of the System shall be filed and litigated exclusively in the County of Contra Costa, State of California or, if jurisdictional requirements are otherwise met, the Federal District Court for the Northern District, California. Transferee agrees to accept service of process by way of service upon: Comcast Corporation, 1500 Market Street, Attention: Legal Department, Philadelphia, Pennsylvania 19102.

12. The Transferee shall comply with all applicable financial disclosure requirements under applicable law, including without limitation, the regulations promulgated by the Security and Exchange Commission, including, but not limited to, regulations regarding "off-balance sheet" borrowing. If (i) Transferee has been found by a court of competent jurisdiction, or governing agency having enforcement powers with respect to such disclosure requirements, to have violated any applicable and material financial disclosure requirements under applicable law, and (ii) related to such finding the bond rating of Transferee as listed by Standard & Poor's is reduced to BB or below and by Moody's is reduced to Ba2 or below, the City, at its election, may infer that Franchisees lack financial qualifications for the purpose of franchise renewal under the provisions of Section 626 of the Cable Act subject to the City having provided the Franchisees written notice of and an opportunity to be heard at any hearing or other proceeding at which such action is taken by the City. Thereafter, the City shall permit the Franchisee to submit written evidence, as reasonably required by the City, that adequate funding exists for continued operation of the Franchises, including the fulfillment of all Franchise requirements on a timely and uninterrupted basis, which funding would not be adversely affected by any bankruptcy of the Transferee or any affiliated party or the default by Transferee on any Financing Agreement as defined in Paragraph 13. Such written evidence shall be submitted within fifteen (15) business days of the City's request.

13. Transferee and Franchisees agree that Franchisees will not, directly or indirectly, be an obligor for any debt that may be incurred by Transferee to meet cash funding requirements of the Merger or any future acquisition or improvement of cable properties not located in the City. Further, during the thirty-six (36) months following the close of the Merger, if (i) the bond rating of Transferee as listed by Standard & Poor's is reduced to

BB or below and by Moody's to Ba2 or below, or (ii) Transferee is in material default under any loan, indenture, or financing arrangement ("Financing Documents") material to the financing of Transferee's operations, Franchisees shall immediately provide notice to the City and shall, within ten (10) days, of the first of a drop in credit rating or a default in any Financing Documents, secure and provide to the City an Irrevocable Letter of Credit, in a form and from a company approved by the City, in the amount of \$500,000, in addition to any security currently required under the terms of the Franchise Documents, as security for any default under the Franchise Agreement. Franchisees further agree that the Letter of Credit may be drawn upon by the City to reimburse the City for any reasonable and actual expenses, including attorney's fees, incurred in any bankruptcy proceeding involving the Franchisees or the Transferee. In the event Transferee subsequently meets the foregoing minimum standards (i.e., bond rating and no default on Financing Documents), the Transferee may cancel the above-referenced additional Irrevocable Letter of Credit. City shall not be required to repay or replenish any amounts drawn thereunder.

14. Franchisees agree to provide a customer service staffing (utilizing internal or external resources) at levels sufficient to meet the federal customer service standards. Franchisees further agree that in the event Franchisees fail to materially satisfy federal customer service standards, Franchisees shall, within thirty (30) days from its receipt of written notice from the City, provide the City with a specific plan (including details as to staffing, training, and other technical resources) which Franchisee will undertake to remedy such failure (the "Plan"). Nothing herein shall prevent the City from adopting customer service standards in excess of federal standards and enforcing those higher standards through methods available to it under applicable law.

15. Any violation of this Change of Control Agreement shall be deemed to be a violation of the Ordinance and the Franchise.

16. The City hereby gives Franchisees notice that the Change of Control may create a taxable possessory interest upon which the Franchisee may be liable for the payment of certain property taxes. Franchisees hereby acknowledge that it has received actual notice as provided by California Revenue and Taxation Code Section 107.6.

17. This Change of Control Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The parties agree that this Change of Control Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect of an original signature.

18. This Change of Control Agreement shall be deemed effective upon execution.

CITY OF RICHMOND, CALIFORNIA

Its: _____

COMCAST OF CALIFORNIA/COLORADO LLC

By: _____

Its: _____

COMCAST OF CALIFORNIA/COLORADO/
FLORIDA/OREGON, INC.

By: _____

Its: _____

COMCAST CORPORATION ("TRANSFEREE")

By: _____

Its: _____

18. This Change of Control Agreement shall be deemed effective upon execution.

CITY OF RICHMOND, CALIFORNIA

Ima L. Anderson
Its: *Mayor*

COMCAST OF CALIFORNIA/COLORADO LLC

By: *Arturo*
Its: *Senior Vice President*

COMCAST OF CALIFORNIA/COLORADO/
FLORIDA/OREGON, INC.

By: *Arturo*
Its: *Senior Vice President*

COMCAST CORPORATION ("TRANSFEREE")

By: *Arturo*
Its: *Senior Vice President*