

ASSUMPTION AGREEMENT
OF CABLE HOLDCO EXCHANGE VI LLC

THIS ASSUMPTION AGREEMENT, (hereafter "Assumption Agreement"), is made and entered into this ____ day of _____, 2006, by and between the City of Philadelphia (the "City" or "Franchising Authority"), acting through its Department of Public Property, and Cable Holdco Exchange VI LLC, a Delaware limited liability company ("Holdco VI" or the "Transferee") and an indirect wholly owned subsidiary of Comcast Corporation, a Pennsylvania corporation ("Comcast").

WHEREAS, Time Warner NY Cable LLC, a Delaware limited liability company ("TWNKY") and direct subsidiary of Time Warner Cable Inc. ("TW Cable") has been the cable television franchisee in Area II of the City of Philadelphia ("Area II Franchise"), pursuant to a transfer of the Area II Franchise from Time Warner Cable Inc. ("TW Cable"), to which the City consented by ordinance (Bill No. _____, approved _____, 2006); and

WHEREAS, TWNY operated the Area II Franchise pursuant to an assignment to and an assumption by TWNY of a Franchise Renewal Agreement (the "Franchise Agreement") which was executed on December 21, 1999 by the City as Franchisor and Wade Communications Partnership, d/b/a Wade Cablevision, as Franchisee, as approved by Bill No. 990843 approved December 16, 1999, and which Franchise Agreement was assigned to Urban Cable Works of Philadelphia, L.P. ("Urban Cable") in 1999 with the City's consent by ordinance (Bill No. 990842, approved November 16, 1999), further assigned to TW Cable in 2005 with the City's consent by ordinance (Bill No. 050858, approved November 21, 2005), and further assigned to TWNY in 2006 with the City's consent by ordinance (Bill No. _____, approved _____, 2006); and

WHEREAS, Urban Cable as a condition to the City's consent to the 1999 transfer of the Area II Franchise also entered into an Assumption Agreement with the City dated December 21, 1999 (the "1999 Assumption Agreement"), as well as a Supporting Agreement with the City of Philadelphia dated December 21, 1999 (the "Supporting Agreement") which was Exhibit A to the 1999 Assumption Agreement; and

WHEREAS, TW Cable as a condition to the City's consent to the 2005 transfer of the Area II Franchise also entered into an Assumption Agreement with the City dated December 2, 2005 (the "2005 Assumption Agreement"); and

WHEREAS, TWNY as a condition to the City's consent to the 2006 transfer of the Area II Franchise also entered into an Assumption Agreement with the City dated _____, 2006 (the "2006 TWNY Assumption Agreement"); and

WHEREAS, under the terms of the Area II Franchise Agreement, the Area II franchise terminates as of August 12, 2015; and

WHEREAS, TW Cable, TWNY, Comcast Corporation, a Pennsylvania corporation ("Comcast"), and several Comcast subsidiaries entered into an Exchange Agreement dated as of April 20, 2005 (the "Exchange Agreement"), a form of which without exhibits is attached as Exhibit B, whereby TW Cable and Comcast agreed to exchange rights to operate certain cable franchises which each had operated or would acquire from Adelphia Communications Corporation; among the interests to be exchanged were those of TWNY with respect to the Area II Franchise, control of which TW Cable would transfer to Comcast in exchange for Comcast's interests in cable franchises in other jurisdictions, pursuant to the terms of such Exchange Agreement, including the condition that consent of the City as franchise authority be obtained; and

WHEREAS, pursuant to the Exchange Agreement, TW Cable effected an internal assignment of the Area II Franchise and the Franchise Agreement to subsidiary Holdco VI (the “Holdco VI Assignment”); and

WHEREAS, immediately after the assignment of the Area II Franchise to Holdco VI by TWNY, Century-TCI California, L.P., an indirect wholly-owned subsidiary of Comcast, acquired 100 percent control of Holdco VI (the “Holdco VI Change of Control”); and

WHEREAS, the change of control of the Area II Franchise from TW Cable to Comcast was effected through the acquisition of Holdco VI by Century; and

WHEREAS, all property rights and franchise rights of TW Cable and TWNY in the Area II Franchise vested in Holdco VI and are controlled by Comcast, and all debts, liabilities and duties of TW Cable and TWNY with respect to the Area II Franchise became the debts, liabilities and duties of Holdco VI; and

WHEREAS, it was and is intended that Holdco VI be the franchisee for Area II effective upon the Holdco VI Assignment and the Holdco VI Change of Control, and that Holdco VI assume and be bound by all provisions, terms, and conditions of the Franchise Agreement and all amendments thereto, including but not limited to the 1999 Assumption Agreement, the 2005 Assumption Agreement, the 2006 TWNY Assumption Agreement, and the Supporting Agreement, except to the extent specifically excluded by agreement of the City and Holdco VI; and

WHEREAS, Holdco VI commits that it will assume and be bound by all of the provisions, terms and conditions of the Franchise Agreement, the 1999 Assumption Agreement, the 2005 Assumption Agreement, the 2006 TWNY Assumption Agreement, and the Supporting

Agreement, except to the extent specifically excluded by agreement of the City and Holdco VI;
and

WHEREAS, Article II, Section 10 of the Area II Franchise Agreement requires that the franchisee obtain the consent of the City by ordinance prior to the transfer of control of the Area II Franchise or transfer of the Area II Franchise or any interest therein; and

WHEREAS, the Holdco VI Assignment and the Holdco VI Change of Control are events requiring the consent of the City by ordinance pursuant to Article II, Section 10 of the Area II Franchise Agreement; and

WHEREAS, the City has adopted on _____, 2006 an Ordinance (Bill No. _____) providing the consent of the City Council to the transfer of the Area II Franchise from TWNY to Holdco VI and the transfer of control of the Area II Franchise from TW Cable to Comcast, conditioned in part upon the execution of an Assumption Agreement by Holdco VI.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises, covenants and conditions contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. The City consents to the assignment from TWNY to Holdco VI of all interests of TWNY in the Area II Franchise and pursuant to the Franchise Agreement as amended, and to the transfer of control of the Area II Franchise from TW Cable to Comcast, conditioned upon the terms and conditions of Section 2 below.

2. Holdco VI hereby agrees to assume and be bound by all of the provisions, terms and conditions of the Franchise Agreement and those certain agreements, understandings, modifications and amendments related thereto, including but not limited to the 1999 Assumption Agreement, the 2005 Assumption Agreement, the 2006 TWNY Assumption Agreement, and the Supporting Agreement, except to the extent specifically excluded by agreement of the City and Holdco VI as stated in Attachment B hereto, (collectively, the "Franchise Agreement as

Amended"); and the representations and commitments of Comcast and/or Comcast Cable Communications LLC in the Federal Communications Commission Section 394 submission to the City providing formal notification of the intended transfer of ownership of the Area II Franchise to Holdco and transfer of control of the Area II Franchise to Comcast, and in the responses of Comcast and/or Comcast Cable Communications LLC to the City's February 10, 2006 and April 13, 2006 Requests for Additional Information transmitted to the City February 21, 2006 and April 24, 2006; and to be bound by all applicable federal, state and local laws and regulations. From and after the Closing Date as defined in the Exchange Agreement (the "Closing Date"), Holdco VI agrees to be primarily liable and obligated under the Franchise Agreement as Amended, and all such laws and regulations.

3. Within 90 days following execution of this Assumption Agreement, Holdco VI shall be in full material compliance with all terms and conditions of the Franchise Agreement as Amended or shall pay to the City liquidated damages as provided in the Franchise Agreement as Amended, and shall be subject to all other applicable remedies provided by the Franchise Agreement. Any imposition of liquidated damages with respect to the terms and conditions of the 1999 Assumption Agreement, the 2005 Assumption Agreement, the 2006 TWNY Assumption Agreement, or the Supporting Agreement shall be in accordance with the procedural requirements of the Franchise Agreement with respect to liquidated damages. This Section 3 is hereby incorporated in and made a part of the Franchise Agreement.

4. Holdco VI shall submit to the City, six months following the Holdco VI Change of Control, an updated revision of the Fifteen Year Projections attached as Exhibit B to the Supporting Agreement. The revised projections shall provide (i) actual figures for years 2001 through 2006 in each reporting category (except as reasonably agreed otherwise by the parties); (ii) projections for year 2007 in all reporting categories (except as reasonably agreed otherwise by the parties), including, but not limited to, operating and capital budgetary projections for year 2007; and (iii) further detail in the Capital Expenditures and Investment reporting category by identifying, in separate line items, projections for investments and projections for capital expenditures for head end equipment, distribution plant, subscriber equipment and other capital expenditures. In subsequent calendar years, Holdco VI shall submit such revised projections no

later than March 1, providing actual figures in each reporting category (except as reasonably agreed otherwise by the parties), for the preceding five (5) years, and projections in each reporting category for the upcoming year, including, but not limited to, operating and capital budgetary projections for the upcoming year. Such revised projections shall be subject to the confidentiality provisions of Article II, Section 11 of the Franchise Agreement. This Section 4 is hereby incorporated in and made a part of the Franchise Agreement.

5. Holdco VI shall comply with the terms and conditions set forth in Attachment A, *Additional Commitments of Transferee*, appended to and made a part of this Assumption Agreement. In the event Holdco VI fails to comply with any such terms and conditions, Holdco VI shall pay to the City liquidated damages of two hundred and fifty dollars (\$250.00) per day for each day that such noncompliance continues and for each breach of such terms and conditions, and shall be subject to all other applicable remedies provided by the Franchise Agreement. Any imposition of liquidated damages pursuant to this Section 5 shall be in accordance with the procedural requirements of the Franchise Agreement with respect to liquidated damages. This Section 5 and the terms and conditions set forth in Attachment A are hereby incorporated in and made a part of the Franchise Agreement.

6. The City confirms that the Franchise Agreement is in full force and effect.

7. The consent granted herein shall become effective as of the Closing Date. Holdco VI shall provide the City with written notice of the Closing Date within three business days thereof.

8. This Assumption Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assumption Agreement shall become effective upon, but only upon, its execution by both parties.

9. This Assumption Agreement shall be governed by and construed in strict accordance with the laws of the Commonwealth of Pennsylvania and the applicable laws of the United States of America.

10. This Assumption Agreement may be amended only by an instrument in writing executed by both parties hereto.

11. The provisions of this Assumption Agreement shall be severable. If any provision of the Assumption Agreement or the application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions of the Assumption Agreement or the application of such provision to persons or entities other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Assumption Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the City and Holdco VI have caused this Assumption Agreement to be duly executed by its authorized officers as of the day and year first above written.

THE CITY OF PHILADELPHIA

Approved as to Form
Romulo L. Diaz, Jr.,
City Solicitor

Joan Schlotterbeck
Commissioner,
Department of Public Property

Per: _____
Senior Attorney

CABLE HOLDCO EXCHANGE VI LLC

Seal

By: _____
Office: _____
Attest: _____

ATTACHMENT A

ADDITIONAL COMMITMENTS OF TRANSFEREE

1. Community Advisory Board. Meetings of the Community Advisory Board, required under the Supporting Agreement with the City of Philadelphia dated December 21, 1999 (the "Supporting Agreement"), shall be held at least quarterly. At least one meeting a year of the Community Advisory Board shall be open to the public. Notices of the meeting(s) that are open to the public, indicating the date, time and place of the meeting(s), shall be posted at least on Channel 64 (or other government access channel) and on Channel 8 (Channel 88, following the move of current Channel 8 programming to Channel 88 after the start of transmission of Comcast's CN8 channel on Channel 8), or other local origination channel, for at least a week before the meeting. Within sixty days of the Holdco VI Change of Control, Holdco VI shall establish a website for communication with Area II subscribers with a web address incorporating the name Comcast. At least once every three months, Holdco VI shall post on such website a newsletter containing information about the actions of the Community Advisory Board and its schedule of meetings, and other information about the franchise, including, but not limited to, subscriber rights, customer service standards, new services and new subscriber equipment, and community events, promotions and activities. Holdco VI shall at least once in each calendar year place a notice on customer bills that the Community Advisory Board minutes are posted on the website and available upon request.
2. Penetration Rate. Holdco VI shall use its best efforts consistent with standard cable industry practice to increase system subscribership.
3. Marketing. Holdco VI shall exercise its best efforts to enhance the marketing and promotion of its cable service by placing news stories and news releases with Philadelphia local and citywide newspapers, publications, and radio stations, including feature stories about franchise operations, technological advances in the cable service, and Holdco VI support of community activities and community organizations.
4. Customer Service Standards. Holdco VI shall make available upon request to any subscriber and, as well, post and maintain on its website referred to in Paragraph 1 above, the FCC-mandated customer service standards, and any additional customer service standards and/or practices adhered to by Holdco VI. In addition, Holdco VI shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:
 1. Products and services offered;
 2. Prices and options for programming services and conditions of subscription to programming and other services;
 3. Installation and service maintenance policies;
 4. Instructions on how to use the cable service;
 5. Channel positions of programming carried on the system; and
 6. Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.
5. Employment. Holdco VI shall advertise available positions within Area II and shall exercise its best efforts to make employment opportunities known to the residents of Area II by means of participation in job fairs and similar outreach activities.

6. Internship Program. Holdco VI shall maintain an internship program providing both paid and unpaid internships, and shall actively recruit candidates from high schools and colleges within Area II to serve as interns in its franchise operations. Interns shall receive practical training in the technical, program production, sales, and/or business aspects of the operation of a cable television franchise. The internship program shall operate throughout the year. Holdco VI shall work with Area II high schools and colleges to define and promote the internships.
7. Community Involvement. Holdco VI shall maintain a high level of involvement in the Area II community by holding community meetings (which may be combined with one or more Community Advisory Board meetings described above) to address concerns of residents and subscribers regarding the franchise and its cable service; and by funding of community events and activities, and activities for Area II school children, such as, for example, art and cultural activities, sports team sponsorships, sponsoring free or low cost attendance at art, cultural and theater performances, college and professional sporting events and similar activities for Area II school children.
8. Community Affairs Coverage. Holdco VI shall promote community events and coverage of community affairs by such means as cross-channel advertising - i.e. using available advertising spots to promote community affairs coverage and programming available on Channel 8 (Channel 88, following the move of current Channel 8 programming to Channel 88 after the start of transmission of Comcast's CN8 channel on Channel 8) on other channels on the system that regularly have higher-viewing audiences.
9. Reports on Franchise Operations. For all reports Holdco VI is required to submit to the Commissioner of Public Property or any other City agency under the Area II Franchise, Holdco VI shall deliver (without request) a copy of the report to each member of City Council.
10. Support for Education. After the Closing Date pursuant to the Exchange Agreement, Holdco VI shall provide enhanced support for the education of City of Philadelphia students in addition to that required under Section 7 of Appendix E of the franchise agreement.
11. Provision of Cable Modems to Recreation Centers. Holdco VI agrees to provide for installation of cable modems in up to twenty-three (23) City recreation centers in Area II, in accordance with the commitment made by TW Cable in the 2005 Assumption Agreement, Attachment A, Section 11. Holdco VI agrees that such commitment shall be fully enforceable against the City, Holdco VI, and any heirs, administrators, executors, successors, transferees, or assigns of Holdco VI, and shall be deemed to be an amendment to the Franchise Agreement within the meaning of Article IV, Section 16 (*Amendment; Waiver*) of the Franchise Agreement.

ATTACHMENT B

Provisions of the 2005 Assumption Agreement, the 1999 Assumption Agreement, and the Supporting Agreement and other amendments to the Area II Franchise Agreement deemed to be moot, excluded or otherwise superseded by this Assumption Agreement between Holdco VI and the City.

A. 2005 Assumption Agreement (Assumption Agreement between City and Time Warner Cable Inc. dated 12-2-2005)

Paragraph 3. Holdco VI will not be subject to the liquidated damages provision of Paragraph 3 of the 2005 Assumption Agreement. The notice and cure provisions, remedies and liquidated damages provisions in the Franchise Agreement, as well as those in this Assumption Agreement between Holdco VI and the City, will apply to any instances of non-compliance.

Paragraph 4. The requirement with respect to updating of Fifteen Year Projections in the 2005 Assumption Agreement is superseded by Paragraph 4 of this Assumption Agreement between Holdco VI and the City.

Attachment A to 2005 Assumption Agreement

Paragraphs 1 and 4 will apply, but it is understood between the City and Holdco VI that the obligation to post on a website information concerning the Community Advisory Board and the Customer Service Standards will apply to a website to be established by Holdco VI within 60 days of the Holdco VI Change of Control and with a web address incorporating the name Comcast, for communication with subscribers, and will not refer to the Comcast Corporation corporate web page at www.comcast.com.

Comcast also notes that its agreement to Paragraph 11 of Attachment A to the 2005 Assumption Agreement concerning provision of cable modems to Recreation Centers is not a grant of authority to the City over cable modem service, or a waiver of any authority regarding its regulatory status as an information service.

B. Letter Agreement from Joan Schlotterbeck to Regina Martin concerning provision of cable modem service.

As stated above concerning Paragraph 11 of Attachment A to the 2005 Assumption Agreement, Comcast agrees to provide cable modems to Recreation Centers in accord with this Letter Agreement, with the understanding stated above that this does not constitute a grant of authority to the City over cable modem service, or a waiver of any authority regarding its regulatory status as an information service.

ATTACHMENT B (continued)

C. 1999 Assumption Agreement (Urban Cable Works of Philadelphia, L.P. Agreement dated Dec. 21, 1999)

Exhibit A: Agreement dated December 21, 1999 by and among City of Philadelphia, Urban Cable Works of Philadelphia, L.P., and Time Warner Cable, a Division of Time Warner Entertainment Company, L.P. (“Supporting Agreement”)

Paragraphs 1,2,3,4, and 8 are deemed to be moot, as they deal with management issues between Urban Cable and TW Cable.

Paragraph 5 (misabeled as Paragraph 3, on page 5 of 12) concerning Subscriber Penetration Reports, has continuing validity and is assumed by Holdco VI.

Paragraph 6 (“Performance Bond”) has continuing validity and is assumed by Holdco VI, except that the amount of the bond required of Holdco VI will be \$250,000.

Paragraph 7 (“Community Advisory Board”) has continuing validity and is assumed by Holdco VI, to be understood in connection with the obligations of Holdco VI pursuant to Paragraph 1 of Attachment A of this Assumption Agreement.

Paragraph 9 (“Miscellaneous Provisions”) has continuing validity and is assumed by Holdco VI.