

AFFIRMATION OF GUARANTY

THIS AFFIRMATION OF GUARANTY, (hereafter “Affirmation of Guaranty”), is made this \_\_\_ day of \_\_\_\_\_, 2006, by Comcast Corporation, a Pennsylvania corporation ("Comcast").

WHEREAS, the City of Philadelphia, Franchisor, acting through its Department of Public Property (hereafter “the City”, “Franchisor”, or “Franchising Authority”) and Wade Communications Partnership d/b/a Wade Cablevision entered into a Franchise Renewal Agreement for the City's Area II cable television franchise (the “Area II Franchise”) dated December 21, 1999 (as amended from time to time, "Franchise Agreement") pursuant to Bill No. 53-A approved March 29, 1984 and Bill No. 990843 approved December 16, 1999, which Franchise Agreement was transferred to Urban Cable Works of Philadelphia, L.P. in 1999 with the City’s consent by ordinance (Bill No. 990842, approved November 16, 1999) and further transferred to Time Warner Cable Inc. (“TW Cable”) in 2005 with the City’s consent by ordinance (Bill No. 050858, approved November 21, 2005); and

WHEREAS, Comcast and TW Cable have notified the City of a series of planned transactions which will result in a change of control of the Area II Franchise from TW Cable to Comcast, as described in two Federal Communications Commission Forms 394 submitted to the City on January 11, 2006, which transactions include transfers of the Area II Franchise first to Time Warner NY Cable LLC, a Delaware limited liability company and wholly-owned subsidiary of TW Cable (“TWNKY”), and second to Cable Holdco Exchange VI LLC, a Delaware limited liability company (“Holdco VI”), which immediately following such second transfer will itself be transferred from TW Cable to Century-TCI California, L.P., an indirect wholly-owned subsidiary of Comcast; and

WHEREAS, the City's consent to the transfer of ownership and control of the Area II franchise is required by Article II, Section 10 of the 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 TW Cable first to TWNY and then to Holdco VI, and to the change of control of the Area II Franchise from

Time Warner Inc. to Comcast Corporation, conditioned upon the execution of an Affirmation of Guaranty by Comcast; and

WHEREAS, the City and Holdco VI are entering into an Assumption Agreement of even date herewith pursuant to which the City consents to and approves the transfer to Holdco VI of the Area II Franchise, and Holdco VI agrees to assume and be bound by all of the provisions, terms and conditions of the Franchise Agreement and all amendments thereto.

NOW, THEREFORE, as a condition to the City's consent to the transfer of ownership and control of the Area II Franchise, Comcast affirms as follows:

1. Comcast irrevocably and unconditionally guarantees to the City or its successor and assigns prompt and satisfactory payment and performance by Holdco VI of the Franchise Agreement and those certain agreements, understandings, modifications and amendments related thereto, and the performance of Holdco VI of the obligations assumed pursuant to the Exchange Agreement and pursuant to the Assumption Agreement between the City and Holdco VI, and compliance of Holdco VI with all applicable federal, state and local laws, ordinances and regulations.

2. This Affirmation of Guaranty shall be effective upon the opening of business on the date when the acquisition of Holdco VI by Century-TCI California, L.P. or any subsidiary of Comcast is closed, and shall run throughout the term of the Franchise Agreement and any renewal or extension thereof, except that this Affirmation of Guaranty shall terminate at such earlier time that Comcast lawfully transfers ownership or control of the franchise-holding entity in accordance with the Franchise Agreement and applicable federal, state and local law including receipt of consent from the City for such transfer.

3. In the event that Comcast should breach or fail to timely perform any of the obligations required by this Affirmation of Guaranty, Comcast shall pay the City all costs and expenses (including court costs and attorneys' fees) incurred by the City in the successful enforcement hereof.

4. Comcast represents and warrants that the execution, delivery and performance by Comcast of this Affirmation of Guaranty and the consummation of the transactions contemplated hereunder do not, and will not, contravene or conflict with any law, statute or regulation whatsoever to which Comcast is subject or constitute a default (or an event which with notice or lapse of time or both would constitute a default) under, or result in the breach of, any indenture, mortgage, deed of trust, charge, lien, or any contract, agreement or other instrument to which Comcast is a party or which may be applicable to Comcast. This Affirmation of Guaranty is a legal and binding obligation of Comcast and is enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

5. Comcast agrees that no failure to exercise, and no delay in exercising, on the part of the City, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the City hereunder shall be in addition to all other rights provided by law. No modification or waiver of any provision of this Affirmation of Guaranty, nor consent to departure therefrom, shall be effective unless in writing and no such consent or waiver shall extend beyond the particular case and purpose involved. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same, similar or other instances without such notice or demand.

6. This Affirmation of Guaranty 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.

7. This Affirmation of Guaranty may be amended only by an instrument in writing executed by the party or an authorized representative of the party against whom such amendment is sought to be enforced.

IN WITNESS WHEREOF, Comcast has caused the Affirmation of Guaranty to be duly executed by its authorized officers as of the day and year first above written.

COMCAST CORPORATION

Seal

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

President or Vice President

Attest: \_\_\_\_\_