

**MEMORANDUM OF AGREEMENT
RELATING TO PEG ACCESS ISSUES**

This Memorandum of Agreement (“Agreement”), dated this 1st day of July, 2011, is entered into by the City of Cambridge, Massachusetts, by and through its City Manager (“City” or “Issuing Authority”) as Issuing Authority of a Cable Television Renewal License (“Renewal License”) and Comcast of Massachusetts I, Inc. (“Comcast”). This Agreement relates to certain obligations of Comcast commensurate with the granting by the City of a Cable Television Renewal License.

The purpose of this Agreement is to set forth several commitments made by Comcast in consideration of securing a Cable Television Renewal License to offer Cable Services to Cambridge Subscribers (“Subscribers”) in the City of Cambridge, and other good and valuable consideration, the legal sufficiency of which is acknowledged. The items described below, which have been negotiated in good faith and agreed to in addition to the Renewal License to be granted in 2011 (the “2011 Renewal License”) specifically relate to the unique community needs and interests of the City. Should Comcast fail to comply with the requirements set forth herein, the City shall have the right to enforce compliance under all applicable provisions of law.

(1) **PEG ACCESS ON DEMAND**

Comcast agrees that Comcast representatives shall meet with the Issuing Authority or his or her Designee(s) upon written request of the Issuing Authority twenty-four (24) months after the Effective Date of the 2011 Renewal License to discuss the economic and technical feasibility of providing PEG access content on the Comcast’s Video-On-Demand service in Cambridge.

(2) **PEG ACCESS AND HIGH DEFINITION**

Comcast agrees that upon written request of the Issuing Authority, Comcast representatives shall meet with the Issuing Authority and/or his designee(s) within twenty-four (24) months of the Effective Date of the 2011 Renewal License to discuss the economic and technical feasibility of providing PEG access channels in High Definition (“HD”) format in Cambridge.

(3) **PEG PROGRAMMING ON INTERACTIVE PROGRAMMING GUIDE**

Comcast agrees that upon written request from the Issuing Authority, Comcast representatives shall meet with the Issuing Authority and/or his designee(s) within twenty-four (24) months of the Effective Date of the 2011 Renewal License to discuss the economic and technical feasibility of providing Cambridge's PEG channel program schedule information on Comcast's Interactive Programming Guide.

(4) **PEG CHANNEL LOCATIONS**

As of the effective date of this Renewal License, the numerical locations for the six (6) PEG Access channels are Channels 8, 9, 10, 22, 98, and 99. The Licensee shall shift the PEG Access channel numbers only in accordance with Federal law and/or regulations and subject to the following:

- (a) The new PEG Access channel location shall be proximate to over the air broadcast television stations, news and or public affairs services;
- (b) The Licensee shall reimburse the City or its designated PEG programmer and/or the Access Corporation for all reasonable administrative, promotional, legal and marketing costs not to exceed \$3,500 (three thousand five hundred dollars) per PEG Access channel, arising as a result of changing the channel number; and
- (c) The Licensee shall provide notice as provided below:
 - i) Licensee shall provide written notice to the Issuing Authority and to operators of PEG channels and/or the Access Corporation sixty (60) days prior to moving or otherwise relocating any PEG Access channel;
 - ii) The Licensee shall provide notice to Subscribers via a message on Subscriber's bills up to thirty (30) days prior to and thirty (30) days following the conversion date; and
 - iii) The Licensee shall distribute a Cambridge created public service announcement describing such changes on the Digital Starter tier of channels for up to thirty (30) days prior to and thirty (30) days following the conversion.

(5) **DIGITAL CONVERSION**

Should the Licensee convert Basic Service, which includes PEG channels, from an analog delivery mode to a digital delivery mode, the Licensee shall:

- (a) Continue to include PEG channels in the introductory tier of service; and
- (b) Provide digital reception equipment to Subscribers, public buildings and schools on the primary Cable Service outlet or such additional equipment as may be required under federal law and and/or regulation.

(6) PEG ACCESS CHANNEL TRANSMISSION

Licensee shall ensure that all PEG channels shall be receivable by all Subscribers, whether they receive digital or analog service, without the need for any equipment other than the equipment necessary to receive the introductory tier of service, or the equipment necessary to receive the service levels to which they subscribe. Licensee shall ensure that the transmission of PEG channels is commensurate with the quality of the channels providing the programming identified in Paragraph 4 (a) above.

(7) PEG ACCESS CHANNEL TEXT MESSAGE

On an annual basis, the Licensee shall allow the Issuing Authority to submit a text message promoting PEG access to be inserted on Subscriber bills. Such message shall be created by the City, Access Corporation or School Department at their expense and provided to the Issuing Authority for insertion on the bill. The Issuing Authority shall provide the message to the Licensee sixty (60) days before the mailing of Subscriber bills in a format provided by the Licensee. The first message shall be submitted by the Issuing Authority no sooner than the one (1) year anniversary of the Effective Date. All costs for insertion and postage shall be provided by the Licensee. In consideration of regulatory notification requirements, the Licensee shall have final approval on the dates for insertion.

(8) This Agreement shall not alter, modify, revise, or amend in any way the terms of the 2011 Renewal License.

(9) The parties agree that this Agreement is a binding agreement, which creates enforceable rights between the parties and is intended as a final and binding contract. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, transferees and assigns.

(10) This Agreement may be executed by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument.

(11) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, discussions and statements. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by both parties.

(12) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts. The parties agree that any dispute with respect to this Agreement may be resolved in the Business Litigation Session of the Superior Court Department of the Trial Court.

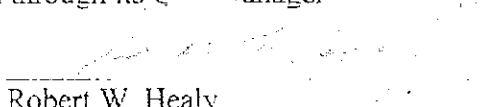
(13) Each of the parties represents and warrants that the person executing this Agreement on its behalf has the authority necessary to execute this Agreement on behalf of that party and those related persons and entities bound hereby; that this Agreement is fully binding and enforceable in accordance with its respective terms; and that no other consents or approvals of any person, firm or entity not a party hereto are required, or necessary for this Agreement to be binding.

The City of Cambridge and Comcast of Massachusetts I, Inc. hereby agree to this Memorandum of Agreement this 1st day of July, 2011.

CITY OF CAMBRIDGE, MASSACHUSETTS


By and through its City Manager

By:


Robert W. Healy
City Manager

COMCAST OF MASSACHUSETTS I, INC.

By:


Stephen Hackley
Senior Vice-President