

**Lee County Board of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20020600**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Adopt a Resolution approving the transfer of Comcast Cablevision of West Florida, Inc., Comcast Cablevision of South, Inc., and Comcast Cablevision Corporation of California, LLC. to AT&T Comcast Corporation.

**WHY ACTION IS NECESSARY:** Lee County Ordinance No. 89-05, as amended by Lee County Ordinance No. 01-05, and FCC Form 394 sets forth the procedure for transferring the control of cable television franchises.

**WHAT ACTION ACCOMPLISHES:** Formalizes the process for the County to give permission for the transfer of control of the cable television franchise.

**2. DEPARTMENTAL CATEGORY:** 06 - Public Resources  
**COMMISSION DISTRICT # CW** 5:00 #5

**3. MEETING DATE:** June 25, 2002 at 5:00 p.m.

**4. AGENDA:**

CONSENT

ADMINISTRATIVE

APPEALS

PUBLIC

WALK ON

**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
(Specify)

STATUTE

ORDINANCE 89-05, 01-05

ADMIN. CODE

OTHER

**6. REQUESTOR OF INFORMATION:**

**A. COMMISSIONER** \_\_\_\_\_

**B. DEPARTMENT** \_\_\_\_\_

**C. DIVISION** Public Resources

**BY:** Michael Skweir  
Program Manager

**7. BACKGROUND:**

On March 8, 2002, the County Manager's office received from Comcast Corporation an FCC Form 394, with respect to its proposed transfer of Comcast Cablevision of West Florida, Inc., Comcast Cablevision of South, Inc., and Comcast Cablevision Corporation of California, LLC. to AT&T Comcast Corporation. The attached Resolution and Stipulation Agreement sets forth the conditions for the transfer. Neither the County nor Comcast are waiving any rights they may have during the renewal process.

The Stipulation Agreement is necessary since AT&T Comcast Corporation received its franchise through several franchisees, and has been given different rights based upon what was in the franchise agreements at the time the County granted the franchise. The Stipulation Agreement makes it clear that AT&T Comcast Corporation will comply with Lee County Ordinance No. 89-05, as amended by Lee County Ordinance No. 01-05.

Attachments:

1. Resolution
2. Comcast Corporation February 25, 2002 letter requesting a transfer of ownership from Comcast Corporation to AT&T Comcast Corporation.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER



Comcast Cable Communications, Inc.  
1500 Market Street  
Philadelphia, PA 19102-2148

February 25, 2002

Elizabeth Walker  
Manager Public Resources  
Lee County  
2115 Second Street  
Fort Myers, FL 33902

Re: Comcast Corporation - AT&T Broadband Merger

Dear Ms. Walker:

As you have no doubt heard, Comcast Corporation and AT&T Corp. have announced plans to combine their cable systems into a new company - AT&T Comcast Corporation. Comcast Corporation, as the parent corporation of your local cable company, is especially excited about entering this new period in our history, and we look forward to creating a company that is uniquely positioned to provide our customers and the communities we serve with the best in broadband service. The merger of Comcast and AT&T Broadband will establish one of the world's leading communications, media, and entertainment companies. And, utilizing the combined expertise and initiative of Comcast and AT&T Broadband, our goal is to expand both the availability and choice of products and services we offer to our customers.

Attached is a description of the proposed merger, including "before" and "after" charts, to assist you in understanding how the merger transaction will be completed. You should note that the merger transaction will **not** change the holder of your franchise; the franchise will continue to be held by your local cable franchisee. And although the merger transaction will result in a new indirect parent company for the franchisee, all day-to-day authority over the operations of the business will remain with current Comcast Corporation CEO, Brian L. Roberts.

Please review all the attached materials closely. If you determine that your consent is **not** required for this transaction to proceed, you need not take any further action. If, however, you believe your consent **is** necessary, we have provided copies of the Federal Communications Commission's (FCC) Form 394 and a draft consent resolution to help facilitate the consent process.

- **FCC FORM 394.** FCC Form 394 (required copies enclosed) is designed to provide you with the relevant information needed to assess the financial, legal, and technical qualifications of the proposed new controlling entity. In conjunction with the Form 394, we are including any specific additional information required by the local cable franchise.

February 25, 2002

Page 2

According to the FCC's rules, you have a maximum of 120 days from the date you receive this information to review all materials and act upon our request for consent to the merger. (Please note, this time frame may be shorter if so specified in your franchise.) If you choose not to take any action within the 120-day period, under federal law your consent will automatically be deemed granted.

- **CONSENT RESOLUTION.** Should you determine that your consent to the merger is required, we have enclosed a draft consent resolution that can be used to help expedite the consent process. We would request that a consent resolution, if needed, be placed on your agenda for consideration at your earliest convenience.

We are available at any time to discuss any questions you may have about the FCC Form 394, the consent resolution, or any of the other enclosed documents. And if you should have questions or concerns related to the merger transaction or would like additional information, please just give me a call at (215) 320-8618. We greatly appreciate your assistance in this matter, and we look forward to continuing to work with you and all the members of the community as we embark on this new and important phase of our company's growth and development.

Sincerely,



Sheila R. Willard  
Senior Vice President, Government Affairs

Attachment and Enclosures

LEE COUNTY RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, APPROVING THE CHANGE OF CONTROL OF THE COMCAST CABLEVISION OF THE SOUTH, INC., CABLE TELEVISION FRANCHISE AGREEMENT TO AT&T COMCAST CORPORATION.**

**WHEREAS**, on or about March 8, 2002, Lee County, Florida ("County") received an FCC 394 and an Application for County consent by the Board of County Commissions to the proposed change of control of the Comcast Cablevision of the South, Inc., ("Franchisee") cable television Franchise Agreement from Comcast Corporation ("Comcast") to AT&T Comcast Corporation ("Applicant").

**WHEREAS**, pursuant to Ordinance No. 01-05 of Lee County ("Ordinance") and the Franchise Agreement, no such change of control may occur without prior approval of the Board of County Commissioners of Lee County; and

**WHEREAS**, the County has required that the Franchisee fulfill its obligations, pursuant to the Ordinance and Franchise Agreement, and provide information on the proposed transaction including details on the legal, financial, technical and other qualifications of the Applicant and on the potential impact of the transfer on service; and

**WHEREAS**, under FCC Rules, 47 CFR Section 76.502, the County has 120 days plus any extensions thereto from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by the Franchise Agreement or applicable state or local law, to act upon an application to sell, assign, or otherwise transfer controlling ownership of a cable system; and

**WHEREAS**, Franchisee has represented to the County that it has taken all actions and implemented all practices necessary to insure that the Franchisee is, unless otherwise noticed, in compliance with all provisions of the Ordinance and Franchise Agreement; and

**WHEREAS**, the County has required written acceptance from Franchisee and written acceptance by Applicant of the terms and conditions of this Resolution, the Ordinance and the Franchise Agreement, by affidavit, as a condition precedent to adoption of this Resolution (affidavit attached hereto as Exhibit A); and

**WHEREAS**, in the event the proposed transaction between AT&T Broadband and Comcast Corporation is not consummated within one hundred twenty (120) days of the date hereof or does not reach final closure for any reason, or in the event such closure is reached on terms substantially or materially different to the terms described in the FCC Form 394 and exhibits thereto, the approval granted in this Resolution shall be null and void.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, THAT:**

**Section 1.** The foregoing recitals are approved and incorporated herein by reference.

**Section 2.** To the extent required, the County hereby consents to the change in ultimate control of the County's cable television Franchise Agreement from Comcast to AT&T Comcast.

**Section 3.** That the consent granted herein does not constitute and should not be construed to constitute a waiver or release of any obligations of the Franchisee under the Ordinance, Franchise Agreement and any and all amendments and agreements related thereto.

**Section 4.** That the consent granted herein does not and should not be construed to

constitute a waiver of any right of the County or Franchisee under applicable law, including but not limited to, the Ordinance or the Franchise Agreement; and further, this consent shall not prejudice the County's rights with respect to the enforcement, renewal or transfer of the current Franchise Agreement and any and all amendments or agreements related thereto.

**Section 5.** That the consent herein granted is conditioned upon (a) Franchisee's assurances set forth in its affidavit submitted to the County on \_\_\_\_\_ and attached hereto as Exhibit A; and (b) payment to the County of all costs and fees pursuant to Section III (E)(1)(2) of Ordinance 01-05.

**Section 6.** That this Resolution shall have the force and effect of continuing the Franchise Agreement between the Franchisee and the County, (as the Franchise Authority), to the extent consistent with the Ordinance, the Franchise Agreement and any and all agreements related thereto, including but not limited to, Exhibit A, attached hereto.

**Section 7.** That the County hereby reserves all of its rights pursuant to Federal, State and local law, including but not limited to, the rights in (a) the franchise renewal process, including but not limited to, the right to consider violations of the franchise by the Franchisee, either prior to or subsequent to the merger of AT&T Broadband and Comcast; (b) the franchise transfer process, including but not limited to, the right to act upon any application to sell, assign or otherwise transfer any interest in the Franchisee or the cable system; and (c) the enforcement of the current Ordinance, the current Franchise Agreement, and any and all amendments, agreements and assurances related thereto.

**Section 8.** That the consent herein granted expressly does not waive and expressly reserves to the County its rights to fully exercise all applicable legal rights and authority with regard

to Franchisee, Comcast and AT&T Comcast, and their affiliates, parent or subsidiaries, in connection with any use of the County's rights of way not authorized by the County, including but not limited to, levying fines or instituting litigation for trespass and ejection.

**Section 9.** That the consent herein granted is an express non-waiver and reservation of the County's rights and authority against Franchisee and AT&T Comcast for any Franchise violations that may exist, including but not limited to, those in connection with any unauthorized use of Franchisee's or AT&T Comcast's facilities or facilities, by any entity in any way affiliated with a company in which Franchisee or AT&T Comcast, its affiliates, parent or subsidiary has an interest.

**Section 10.** That the consent granted herein is subject to the Franchisee's, Comcast's and Applicant's compliance with all other applicable legal requirements and the County does not waive and expressly reserves the right to enforce full compliance with its Ordinance and Franchise requirements, whether or not any non-compliance that may be determined arose before or after the transfer of control from Comcast to AT&T Comcast.

**Section 11.** That this Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
County Attorney

**EXHIBIT A**

**UNCONDITIONAL ACCEPTANCE  
OF TERMS OF  
RESOLUTION NO. \_\_\_\_\_**

BEFORE ME, appeared the undersigned authority who being duly sworn upon his oath deposes and states that:

1. Affiants are, respectively, the Senior Vice President of Comcast Corporation and the person authorized to execute this document on behalf of Comcast Cablevision of the South, Inc., (the "Franchisee") and \_\_\_\_\_, the \_\_\_\_\_ of AT&T Comcast Corporation ("AT&T Comcast"), and the person authorized to execute this document on behalf of AT&T Comcast, for the Change of Control of the Franchisee, as set forth on the FCC Form 394 received by Lee County, Florida, on or about March 8, 2002 (the "Change of Control").

2. Affiants are submitting this Affidavit as a condition precedent to the approval of the Application for Change of Control of the Franchise from Comcast Corporation to AT&T Comcast.

3. Franchisee is submitting this Affidavit as an unconditional affirmation that after the closing of the merger between AT&T Broadband and Comcast Corporation, Franchisee will continue to be bound by and shall assume all the lawful terms and conditions of the cable television Ordinance No. 01-05 of the County, and amendments thereto (the "Ordinance"), the current franchise agreement between the Franchisee and the County and amendments and agreements related thereto (the "Franchise"), and the Resolution of the Board of County Commissioners approving the Change of Control of the Franchisee from Comcast Corporation to AT&T Comcast.

4. AT&T Comcast hereby attests and acknowledges that the Change of Control will not affect, diminish, impair or supercede the binding nature of the existing valid ordinances, resolutions and



agreements applicable to operation of the cable system in the County, including but not limited to, the Ordinance, Franchise Agreement and any guarantees existing or provided herein.

5. Franchisee shall cooperate in any franchise compliance inquiry, including but not limited to, an audit of customer service performance, call center records and financial and technical audits. AT&T Comcast agrees that the records of the Franchisee, which are required to be maintained and are subject to inspection by the County, pursuant to the Ordinance and Franchise, shall be subject to inspection regardless of whether such records are maintained by Franchisee or AT&T Comcast.

6. Franchisee agrees that the County does not waive any right to require compliance with the Franchise by Franchisee, whether or not any noncompliance is the subject of this Acceptance. AT&T Comcast hereby assumes responsibility for any and all non-compliance under the current Franchise, Ordinance and/or amendments or agreements related thereto, even if such noncompliance is alleged to have occurred prior to the closing of the merger of AT&T Broadband and Comcast Corporation.

7. Franchisee shall make payment for such costs and fees incurred by the County related to the Change of Control, pursuant to the terms of the Ordinance.

8. This Exhibit A may be signed in counterparts.

FURTHER AFFIANT SAYETH NAUGHT.

COMCAST CABLEVISION OF THE SOUTH, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who is known to me personally (or provided proof of identification) and upon being first duly sworn acknowledged that he/she executed the foregoing document freely and voluntarily and for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

AT&T COMCAST CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

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\_\_\_\_\_

NOTARY PUBLIC

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**LEE COUNTY RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, APPROVING THE CHANGE OF CONTROL OF THE COMCAST CABLEVISION OF WEST FLORIDA, INC., CABLE TELEVISION FRANCHISE AGREEMENT TO AT&T COMCAST CORPORATION.**

**WHEREAS**, on or about March 8, 2002, Lee County, Florida ("County") received an FCC 394 and an Application for County consent by the Board of County Commissions to the proposed change of control of the Comcast Cablevision of West Florida, Inc., ("Franchisee") cable television Franchise Agreement from Comcast Corporation ("Comcast") to AT&T Comcast Corporation ("Applicant").

**WHEREAS**, pursuant to Ordinance No. 01-05 of Lee County ("Ordinance") and the Franchise Agreement, no such change of control may occur without prior approval of the Board of County Commissioners of Lee County; and

**WHEREAS**, the County has required that the Franchisee fulfill its obligations, pursuant to the Ordinance and Franchise Agreement, and provide information on the proposed transaction including details on the legal, financial, technical and other qualifications of the Applicant and on the potential impact of the transfer on service; and

**WHEREAS**, under FCC Rules, 47 CFR Section 76.502, the County has 120 days plus any extensions thereto from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by the Franchise Agreement or applicable state or local law, to act upon an application to sell, assign, or otherwise transfer controlling ownership of a cable system; and

**WHEREAS**, Franchisee has represented to the County that it has taken all actions and implemented all practices necessary to insure that the Franchisee is, unless otherwise noticed, in compliance with all provisions of the Ordinance and Franchise Agreement; and

**WHEREAS**, the County has required written acceptance from Franchisee and written acceptance by Applicant of the terms and conditions of this Resolution, the Ordinance and the Franchise Agreement, by affidavit, as a condition precedent to adoption of this Resolution (affidavit attached hereto as Exhibit A); and

**WHEREAS**, in the event the proposed transaction between AT&T Broadband and Comcast Corporation is not consummated within one hundred twenty (120) days of the date hereof or does not reach final closure for any reason, or in the event such closure is reached on terms substantially or materially different to the terms described in the FCC Form 394 and exhibits thereto, the approval granted in this Resolution shall be null and void.

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constitute a waiver of any right of the County or Franchisee under applicable law, including but not limited to, the Ordinance or the Franchise Agreement; and further, this consent shall not prejudice the County's rights with respect to the enforcement, renewal or transfer of the current Franchise Agreement and any and all amendments or agreements related thereto.

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**Section 6.** That this Resolution shall have the force and effect of continuing the Franchise Agreement between the Franchisee and the County, (as the Franchise Authority), to the extent consistent with the Ordinance, the Franchise Agreement and any and all agreements related thereto, including but not limited to, Exhibit A, attached hereto.

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PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
County Attorney

**EXHIBIT A**

**UNCONDITIONAL ACCEPTANCE  
OF TERMS OF  
RESOLUTION NO. \_\_\_\_\_**

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FURTHER AFFIANT SAYETH NAUGHT.

COMCAST CABLEVISION OF WEST FLORIDA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who is known to me personally (or provided proof of identification) and upon being first duly sworn acknowledged that he/she executed the foregoing document freely and voluntarily and for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

AT&T COMCAST CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**WHEREAS**, the County has required written acceptance from Franchisee and written acceptance by Applicant of the terms and conditions of this Resolution, the Ordinance and the Franchise Agreement, by affidavit, as a condition precedent to adoption of this Resolution (affidavit attached hereto as Exhibit A); and

**WHEREAS**, in the event the proposed transaction between AT&T Broadband and Comcast Corporation is not consummated within one hundred twenty (120) days of the date hereof or does not reach final closure for any reason, or in the event such closure is reached on terms substantially or materially different to the terms described in the FCC Form 394 and exhibits thereto, the approval granted in this Resolution shall be null and void.

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**Section 7.** That the County hereby reserves all of its rights pursuant to Federal, State and local law, including but not limited to, the rights in (a) the franchise renewal process, including but not limited to, the right to consider violations of the franchise by the Franchisee, either prior to or subsequent to the merger of AT&T Broadband and Comcast; (b) the franchise transfer process, including but not limited to, the right to act upon any application to sell, assign or otherwise transfer any interest in the Franchisee or the cable system; and (c) the enforcement of the current Ordinance, the current Franchise Agreement, and any and all amendments, agreements and assurances related thereto.

**Section 8.** That the consent herein granted expressly does not waive and expressly reserves to the County its rights to fully exercise all applicable legal rights and authority with regard

to Franchisee, Comcast and AT&T Comcast, and their affiliates, parent or subsidiaries, in connection with any use of the County's rights of way not authorized by the County, including but not limited to, levying fines or instituting litigation for trespass and ejection.

**Section 9.** That the consent herein granted is an express non-waiver and reservation of the County's rights and authority against Franchisee and AT&T Comcast for any Franchise violations that may exist, including but not limited to, those in connection with any unauthorized use of Franchisee's or AT&T Comcast's facilities or facilities, by any entity in any way affiliated with a company in which Franchisee or AT&T Comcast, its affiliates, parent or subsidiary has an interest.

**Section 10.** That the consent granted herein is subject to the Franchisee's, Comcast's and Applicant's compliance with all other applicable legal requirements and the County does not waive and expressly reserves the right to enforce full compliance with its Ordinance and Franchise requirements, whether or not any non-compliance that may be determined arose before or after the transfer of control from Comcast to AT&T Comcast.

**Section 11.** That this Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
County Attorney

**EXHIBIT A**

**UNCONDITIONAL ACCEPTANCE  
OF TERMS OF  
RESOLUTION NO. \_\_\_\_\_**

BEFORE ME, appeared the undersigned authority who being duly sworn upon his oath deposes and states that:

1. Affiants are, respectively, the Senior Vice President of Comcast Corporation and the person authorized to execute this document on behalf of Comcast Cablevision Corporation of California, LLC., (the "Franchisee") and \_\_\_\_\_, the \_\_\_\_\_ of AT&T Comcast Corporation ("AT&T Comcast"), and the person authorized to execute this document on behalf of AT&T Comcast, for the Change of Control of the Franchisee, as set forth on the FCC Form 394 received by Lee County, Florida, on or about March 8, 2002 (the "Change of Control").

2. Affiants are submitting this Affidavit as a condition precedent to the approval of the Application for Change of Control of the Franchise from Comcast Corporation to AT&T Comcast.

3. Franchisee is submitting this Affidavit as an unconditional affirmation that after the closing of the merger between AT&T Broadband and Comcast Corporation, Franchisee will continue to be bound by and shall assume all the lawful terms and conditions of the cable television Ordinance No. 01-05 of the County, and amendments thereto (the "Ordinance"), the current franchise agreement between the Franchisee and the County and amendments and agreements related thereto (the "Franchise"), and the Resolution of the Board of County Commissioners approving the Change of Control of the Franchisee from Comcast Corporation to AT&T Comcast.

4. AT&T Comcast hereby attests and acknowledges that the Change of Control will not affect, diminish, impair or supercede the binding nature of the existing valid ordinances, resolutions and



agreements applicable to operation of the cable system in the County, including but not limited to, the Ordinance, Franchise Agreement and any guarantees existing or provided herein.

5. Franchisee shall cooperate in any franchise compliance inquiry, including but not limited to, an audit of customer service performance, call center records and financial and technical audits. AT&T Comcast agrees that the records of the Franchisee, which are required to be maintained and are subject to inspection by the County, pursuant to the Ordinance and Franchise, shall be subject to inspection regardless of whether such records are maintained by Franchisee or AT&T Comcast.

6. Franchisee agrees that the County does not waive any right to require compliance with the Franchise by Franchisee, whether or not any noncompliance is the subject of this Acceptance. AT&T Comcast hereby assumes responsibility for any and all non-compliance under the current Franchise, Ordinance and/or amendments or agreements related thereto, even if such noncompliance is alleged to have occurred prior to the closing of the merger of AT&T Broadband and Comcast Corporation.

7. Franchisee shall make payment for such costs and fees incurred by the County related to the Change of Control, pursuant to the terms of the Ordinance.

8. This Exhibit A may be signed in counterparts.

FURTHER AFFIANT SAYETH NAUGHT.

COMCAST CABLEVISION CORPORATION OF  
CALIFORNIA, LLC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who is known to me personally (or provided proof of identification) and upon being first duly sworn acknowledged that he/she executed the foregoing document freely and voluntarily and for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

AT&T COMCAST CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who is known to me personally (or provided proof of identification) and upon being first duly sworn acknowledged that he/she executed the foregoing document freely and voluntarily and for the purpose therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: