

July ___, 2005

Mr. Jim Antonen
City Manager
City of Davis
23 Russell Boulevard
Davis, California 95616

Re: Franchise Renewal – I-Net Construction and Repair

Dear Mr. Antonen:

To clarify Sections 12.3 and 12.4 relating to the I-Net in the renewed franchise with the City of Davis (“City”), Comcast of California X, Inc. (“Comcast”) agrees to the following:

1) When installing fiber optic cables, Comcast personnel and/or contractors adhere to the manufacturer's installation guidelines as detailed the Attached sections 6, 8 and 10 of Commscope’s *Broadband Installation and Construction Manual*. (See Exhibit 1). Only those sections 6, 8 and 10 of the manual are applicable and no other sections of the *Broadband Installation and Construction Manual* apply to Comcast construction of the I-net.

2) Trenching: When placing fiber in new underground trenches, the fiber is placed with a minimum of 24" of cover in 2" High-Density Polyethylene (HDPE) duct or 2" Schedule 40 PVC.

3) Fiber: Comcast agrees to use fiber optic cable that meets or exceeds specifications as the type labeled “LightScope ZWP Type 8W Optical Fiber,” as specified in the attached Exhibit 2 and Exhibit 3.

4) Testing: As noted in the franchise agreement, the City will send representatives to observe testing of the I-Net fiber. Comcast agrees to notify the City of upcoming I-Net testing events with sufficient lead time that the City and/or Qualified I-Net user representatives may attend the testing. Upon completion of the project, Comcast will provide documentation showing the results of end to end testing of each fiber link in the INET. The documentation will include;

- "Link reports" showing the overall design length and distance between each splice on the link.

- OTDR Test Results showing the Bi-directional averaged splice loss at 1310/1550.
- Bi-directional Link Attenuation Test Results (Light Source and Power Meter) at 1310 / 1550,

5) Repair: Comcast agrees that the following are the priorities for repairing I-Net fiber and equipment:

1. Hub site at city hall-within 8 hours
2. District office, public safety facilities-within 16 hours
3. Davis High School, Harper Jr. High, Emerson Jr. High, Holmes Jr. High, DCN/DCTV-within 24 hours
4. Elementary schools and all other I-Net sites--within 48 hours

The above listed repair times are the goal for all fiber-related repairs of the I-Net. The City understands Comcast cannot control the availability of parts, equipment and skilled technicians for these repairs, nor can Comcast control access to all facilities at which repairs must be done (i.e. aerial poles). Comcast will notify the City if these goals cannot be met and agrees to discuss expected repair times with the City. If these goals cannot be met by Comcast, the city has the right to seek a repair from a qualified repair provider. The City can request reimbursement from Comcast for incurred repair expenses if the need for the repair was the fault of Comcast. Comcast will not be held responsible for damages caused during the repair. The City and Comcast will work together to identify qualified repair providers in advance of any necessary repairs.

6) Strand Maps: Upon completion of the I-Net installation and construction, Comcast agrees to submit a strand map of fiber and other equipment locations from the trunk line to the demarcation point for each site.

7) Design Consultation: Comcast agrees to consult with the City about the proposed locations of the I-Net fiber and equipment from the trunk line to the demarcation point at all I-net sites for which fiber is not installed as of the date of the Franchise Agreement. The city acknowledges that the I-Net design may be fully completed and that design may not be subject to change.

It is understood that fulfillment of this obligation is necessary and part of the consideration to secure a renewed franchise under the negotiated terms and conditions of that certain franchise dated _____, 2005.

The City of Davis agrees to pay the Grantee the sum of \$650,000 for the construction on the I-Net as agreed in Section 12 of the franchise agreement.

Comcast of California X, Inc.

By: _____
Rick Germano, Sr. Vice-President

Date: _____

Acknowledged and agreed to this _____, day of _____, 2004.

City of Davis

By: _____
Its: _____