

**MEMORANDUM OF AGREEMENT
RELATING TO SENIOR CITIZEN DISCOUNT**

This Memorandum of Agreement (“Agreement”) dated this 1st day of July, 2011, is entered into by and among Comcast of Massachusetts I, Inc., a wholly owned subsidiary of Comcast Corporation (collectively, “Comcast”) and the City of Cambridge, Massachusetts, by and through its City Manager as Issuing Authority (the “City”). This Agreement relates to the terms of a discount for eligible senior citizens of the price of certain cable television service levels (the “Senior Discount”) during the term of and concurrent with a new cable television renewal license that will be granted by the City to Comcast which will allow Comcast to offer cable television services in the City of Cambridge (the “2011 Renewal License”) for the period from July 1, 2011 through June 30, 2021 (the “Term”).

WHEREAS, the City and Comcast entered into a cable television renewal license on December 30, 2000, which gave Comcast the right to operate a cable television system and to offer cable television services in the City of Cambridge (the “Renewal License”) until June 30, 2011, as amended; and

WHEREAS, the City and Comcast agree that Comcast shall provide a ten percent (10%) discount of the price of the Basic Cable Service tier of cable television service (as defined below) for eligible senior citizens in Cambridge (as defined below) for the entire Term of the 2011 Renewal License.

NOW, THEREFORE, the parties having negotiated in good faith and as part of the informal franchise renewal process pursuant to 47 U.S.C. § 546(h), in consideration of the City’s grant of the 2011 Renewal License to Comcast and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree in addition to the 2011 Renewal License as follows:

1. Comcast shall provide a ten percent (10%) discount on its Digital Starter Service for Eligible Senior Citizens (as defined below) within the City for the Term of the 2011 Renewal License. For the purposes of this Agreement the term “Digital Starter Service” means: Comcast’s “Digital Starter Service” programming and channels for Cambridge, Massachusetts as listed for zip code 02139 on Comcast’s Cambridge Rate Card dated July, 2011, a copy of which is set out at **Exhibit A** and incorporated herein by reference. If during the Term of the 2011 Renewal License to which this Agreement applies, Comcast changes the name of its “Digital Starter Service” or changes the programming and channels listed in Exhibit A, Comcast shall nevertheless provide the ten percent (10%) discount to Comcast’s nearest equivalent package of programming and channels to its Digital Starter Service to Eligible Senior Citizens for the remainder of the Term.

2. “Eligible Senior Citizens” entitled to the 10% discount on Digital Starter Service is defined as follows:

(a) all persons within the City who are sixty-five (65) years of age or older and who on the date of execution of this Agreement are Comcast customers currently receiving a 10% Senior Citizen discount on Basic Service tier (as defined below) and who are on the date of this Agreement subscribed to Comcast’s Digital Starter Cable service or who upgrade to Digital Starter Cable Service after the date of this Agreement during the Term of the 2011 Renewal License, and

(b) all persons within the City who, after the date of this Agreement during the Term of the 2011 Renewal License, are sixty-five (65) years of age or older and who become new Comcast customers (including but not limited to former customers who reconnect

Comcast service); are the head of their household; and qualify for Medicaid, Supplemental Security Income (SSI), or Massachusetts fuel assistance.

3. Comcast will further continue to provide a ten percent (10%) discount on its Basic Service tier for all customers within the City who are receiving said discount at the time of the execution of this Agreement, throughout the Term of the 2011 Renewal License until the termination date of the 2011 Renewal License. As used here, Basic Service tier shall mean Comcast's "Basic Service" programming and channels for Cambridge, Massachusetts as listed in Exhibit A. If during the Term of the 2011 Renewal License to which this Agreement applies, Comcast changes the name of its "Basic Service" or changes the programming and channels listed in Exhibit A, Comcast shall nevertheless provide to customers eligible for this discount under this paragraph the ten percent (10%) discount for the lowest tier of programming that includes all broadcast channels and public, educational, and governmental access programming required by law.

4. The City will terminate and forego any and all current claims of non-compliance under the terms of the Renewal License except as provided in the parties' Settlement Agreement Relating to Franchise Related Costs to be executed contemporaneously with this Agreement.

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

AGREED TO ON: July 1st, 2011

**City of Cambridge, Massachusetts, by
and through its City Manager**

Comcast of Massachusetts I, Inc.,

By: _____
Robert W. Healy
City Manager

By: _____
Stephen Hackley
Senior Regional Vice-President