

Exhibit A, MHCRC Res. # 2005-05

Letter of Agreement

Comcast Corporation (“Comcast”) operates under franchises issued by Multnomah County, for unincorporated Multnomah County, and the cities of Portland, Fairview, Gresham, Troutdale and Wood Village (the “Franchises”). The Franchises include: KBL Multnomah Cablesystems, LP., and the East County cities and Multnomah County; KBL Portland Cablesystems, LP., and the City of Portland; and TCI Cablevision of Oregon and the City of Portland. The County and the cities approved an ownership transfer of these Franchises to Comcast effective June 13, 2002.

The Mt. Hood Cable Regulatory Commission (the “MHCRC”) was created by an intergovernmental agreement among its member jurisdictions, Multnomah County and the cities of Fairview, Gresham, Portland, Troutdale and Wood Village (the “Jurisdictions”) in order to regulate and oversee the Franchises.

Under the Franchises, Comcast must reserve one additional Access Channel so that there are a total of nine channels for PEG Access use. The Jurisdictions may require Comcast to activate an Access Channel after receiving a recommendation from the MHCRC regarding the need for an Access Channel as established under the Franchises. Eight of the nine Access Channels are currently activated for PEG Access use.

On June 20, 2005, the MHCRC approved Resolution 2005-04 which recommended that the Jurisdictions require Comcast to activate the remaining ninth Access Channel based on the determination that the Designated Access Providers had met the channel usage criteria under the Franchises. The Designated Access Providers intended to use the additional channel to provide cable subscribers with additional information about PEG Access programming.

Subsequently, Comcast submitted a proposal to the Commission offering an alternative solution for providing cable subscribers with PEG Access programming information through a minor variance of the Access Channel requirement.

After discussions between representatives from Comcast and the MHCRC regarding Comcast’s proposal, Comcast and the MHCRC (the “Parties”) have agreed to pursue an alternate solution to inform the community about PEG Access programming, in lieu of Comcast activating a ninth Access Channel. This minor franchise variance is temporary in duration, lasting for the term of this Agreement. Except as otherwise provided in this Agreement, the MHCRC fully reserves its authority to make a recommendation to the Jurisdictions regarding a ninth channel.

In acknowledgement of these recitals, Comcast and the MHCRC agree as follows:

1. The terms used in this Letter of Agreement shall have the same meaning as defined and used in the Franchises.
2. This Letter of Agreement shall be in effect from November 21, 2005, through December 31, 2010. This Letter of Agreement shall otherwise terminate upon the activation of the ninth Access Channel and payment of Comcast's costs under Section 8 of this Letter of Agreement
3. Comcast shall bear all capital, implementation and operating costs to include the PEG Access Channels and Programming information in its digital and analog program guides provided to cable subscribers.
4. Comcast shall include the PEG Access Channels and Programming information in the digital and analog program guides no later than February 1, 2006.
5. Comcast shall include PEG Access Channel listings in any printed programming guide provided to subscribers, which includes channel listings of the local broadcast channels.
6. The Designated Access Providers shall be responsible for providing the Access Channel and Programming information in an appropriate format and within the appropriate timeframe for insertion into the analog and digital guides.
7. Comcast agrees that Access Programming shall be included on Comcast's video-on-demand ("VOD") platform as soon as possible but no later than September 1, 2006. Comcast agrees to work in good faith with the Designated Access Providers to establish a mutually agreeable process for placing Access Programming on Comcast's VOD, including but not limited to, addressing programming technical formatting and identifying potentially offensive programming for disclaimers. Access providers are responsible for selecting the Access Programming and providing it to Comcast in an appropriate format. Any PEG programming placed on VOD shall be accessible by digital cable subscribers free of charge. Initially, Comcast shall provide the Access Providers with the VOD capacity on Comcast's server to include at least 25 hours of Access Programming on Comcast's VOD at any given time. The parties recognize that VOD is a new platform for distribution of Access Programming. Future development may allow for the MHCRC, Access Providers and Comcast to agree on a mutually acceptable alternative to including Access Programming on Comcast's VOD platform and increasing the amount of Access Programming available to subscribers. The parties agree to continue discussions about alternatives to including Access Programming on Comcast's VOD platform.
8. Other than as explicitly set forth in this Letter of Agreement, the MHCRC shall have no obligation to approve or provide funds for Comcast's expenses to support the specified purposes outlined in this Letter of Agreement.

9. The MHCRC shall not request activation of the reserved ninth PEG Access Channel, provided for in the Franchises, prior to January 1, 2009. If, after January 1, 2009, the MHCRC requests, and the Jurisdictions approve, activation of the reserved ninth access channel pursuant to the process provided for in the Franchises, the MHCRC agrees to reimburse Comcast for its capital, implementation and operating costs for inclusion of the Access Programming information in the programming guides, up to a total amount of \$150,000 (One hundred fifty thousand dollars and no cents). Payment of Comcast's costs by the MHCRC will occur within 30 days after activation of the ninth Access Channel.
10. Comcast agrees that any reimbursement of Comcast's capital, implementation and operating costs to be paid by the MHCRC under paragraph 9 of this Letter of Agreement may be paid from the funds provided in the Franchises for Access Corporation Capital Costs or the Access Capital Development Fund.
11. Comcast agrees that it will not assert any claim for injury, damage, loss, liability, cost or expense, including but not limited to claims under 47 USC § 542, regarding the use of the PEG Access Capital funds to repay Comcast initial costs and fees as set forth in this Letter of Agreement. For and in consideration of the various consideration exchanged by the MHCRC and Comcast, as set forth in this Letter of Agreement, the receipt and sufficiency of which is acknowledged, Comcast releases and forever discharges the MHCRC and the Jurisdictions, and their respective officials, officers, employees, and agents from any and all claims of this nature, together with any demands, actions or causes of action, damages, judgments, and execution related to such claims.
12. This Letter of Agreement contains the entire agreement between Comcast and the MHCRC. The terms of this Agreement are contractual and not mere recitals. Comcast acknowledges and understands the terms and conditions and freely enters into this Letter of Agreement.
13. If the Jurisdictions require Comcast to activate the reserved ninth PEG Access Channel under Section 8 of this Letter of Agreement, Comcast agrees that it will work with the Designated Access Providers to negotiate mutually acceptable terms and conditions for providing continued carriage of Access Programming on Comcast's VOD platform and the inclusion of Access Channel and Program information in the program guides. Except to the extent that Comcast and the Designated Access Providers are able to agree upon mutually acceptable terms and conditions, nothing in this paragraph shall be interpreted as extending Comcast's obligations under this Agreement following final termination of this Agreement under Section 2.

By signing below, Comcast and the MHCRC are accepting all terms and conditions of the agreement described herein. The undersigned represent that they are vested with actual authority to sign on behalf of their respective parties in a binding capacity.

COMCAST:

Curt Henninger
Senior Vice-President, Comcast

MHCRC:

R.C. Goheen
Chair, MHCRC

REVIEWED AS TO FORM:

Benjamin Walters
MHCRC Legal Counsel