

EXHIBIT E

GUARANTEE IN LIEU OF BOND

THIS GUARANTEE is made this ___ day of _____, 201_, between the Guarantor, the City of Portland, Oregon, and the Grantee. For the purpose of this Guarantee, the terms "Guarantor" and "Grantee" have the meanings given in this Guarantee, below.

WITNESSETH

WHEREAS, the City of Portland, Oregon, (the "City") has negotiated a cable renewal franchise with Comcast of Oregon II, Inc., (the "Grantee"), to operate and maintain a cable television system (the "Cable System"); and,

WHEREAS, Comcast Corporation ("Guarantor") is a parent company of the Grantee and has a substantial interest in the Cable System and the conduct of the Grantee in complying with the Franchise Document (as defined below), which Franchise Document is hereby incorporated by reference to this Guarantee; and

WHEREAS, Section 14.3 of the Franchise Document requires the Grantee to furnish a faithful performance bond to cover the faithful performance of the Grantee's obligations under the Franchise Document; and,

WHEREAS, the Guarantor is willing and has agreed to provide a guaranty in lieu of the performance bond as provided in Section 14.3(E) of the Franchise Document;

NOW, THEREFORE, in consideration of the foregoing, the Guarantor agrees:

1. The Guarantor hereby unconditionally guarantees the punctual performance of any and all obligations of Grantee as set forth in Section 14.3 of the Franchise Document. In the event Grantee for any reason fails to perform the obligations of the Grantee as set forth in Section 14.3, the Guarantor agree to perform or cause to be performed those obligations on Grantee's behalf. The Guarantor's liability under this Guarantee shall mature immediately, without notice or demand by the City, and become due upon the occurrence of any failure of performance by the Grantee of its obligations as set forth in Section 14.3.

2. This guaranty is an absolute, continuing, and unlimited guaranty of performance of the obligations of the Grantee as set forth in Section 14.3 of the Franchise Document, except this guaranty is limited to the amount set forth in Section 14.3. The City shall not be obliged to proceed first against the Grantee or any other person, firm or corporation.

3. The Guarantor consents that, without notice to the Guarantor, and without the necessity for any additional endorsement, consent, or guaranty by the Guarantor, the obligations of the Grantee may, from time to time, be amended, modified, compromised or released by the City, all without impairing or affecting in any way the liability of the Guarantor hereunder.

4. The Guarantor waives notice of acceptance of this guaranty, and further waives protest, presentment, demand for performance or notice of default to the Guarantor. The Guarantor agrees that it is the Guarantor's responsibility to be informed of the condition of the Grantee and the status of the Grantee's performance of its obligations, and the City has no duty to advise the Guarantor of any information known to it in that regard.

This waiver, however, shall not be deemed a waiver of any requirements of the Franchise Document as to notice to the Grantee.

5. The City's failure to require strict performance of the Franchise Document shall not release the Guarantor from liability under this Guarantee.

6. Any litigation between the City and the Guarantor arising under or regarding this Guarantee shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. The terms and provisions of this Guarantee shall be governed by and construed in accordance with the laws of the State of Oregon, even if Oregon's choice of law rules would otherwise require application of the law of a different state.

7. This Guarantee, unless terminated, substituted or cancelled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise Document, or as expressly provided otherwise in the Franchise Document.

8. The Guarantor may propose substitution of another Guarantor to perform the obligations of this Guarantee. If the City finds the proposed substitute Guarantor reasonably satisfactory, another Guarantee may be substituted upon mutual agreement of the City and the Guarantor. Such substitution shall not affect liability incurred or accrued under this Guarantee prior to the effective date of such substitution. No claim, suit or action under this Guarantee by reason of any default of the Grantee shall be brought against the original Guarantor unless asserted or commenced within one year after the effective date of such substitution of the Guarantee.

9. Any notices given pursuant to this Guarantee shall be in writing and delivered personally to the following addressees or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Guarantor and the Grantee at P.O. Box 5630, Denver, Colorado 80217, and to the City at: Office for Community Technology, Room 1305, 1120 SW 5th Avenue, Portland, Oregon 97204.

IN WITNESS WHEREOF, the Grantee, the City, and Guarantor have entered into this Guarantee on the ___ day of _____, 201_.

DEFINITIONS

(For purposes of this Guarantee, the following terms are defined as indicated below.)

Grantee: Comcast of Oregon II, Inc.

Franchise Document: Franchise Renewal Ordinance No. _____, passed and adopted _____ 2011.

GUARANTOR:

Comcast Corporation

By:

Title:

State of _____)

) ss.

County of _____)

