

Side Letter Agreement

Between Comcast of Oregon I, Inc. and the City of Salem

The purpose of this Side Letter Agreement is to set forth commitments between Comcast of Oregon I, Inc. ("Comcast") and the City of Salem ("City"), that are in addition to the obligations contained in the Cable Television Franchise Agreement between Comcast and the City to take effect July 1, 2018 (hereinafter the "Agreement"). These items set forth herein: 1) have been negotiated in good faith and mutually agreed upon by the parties as part of the informal Franchise renewal process pursuant to 47 U.S.C. 546(h); 2) are provided by Comcast in consideration of the grant of the Franchise by the City; and 3) specifically relate to the unique community needs that exist in the City.

Dark Fiber Return: The City is currently utilizing one hundred eighty-two (182) strands of fiber, as reflected in Attachment A, owned by Comcast, for use in the transmission of data at no cost. The City will return one hundred fifty (150) strands of fiber to Comcast within thirty (30) days of the effective date of the Agreement. The City will stop using and return twenty-three (23) additional strands of fiber to Comcast within sixty (60) months of the effective date of this Agreement. The City will stop using and return the remaining nine (9) strands of fiber to Comcast by the end of the Agreement term. Any strands of fiber not returned by the City after sixty (60) months of the effective date of the Agreement will be subject to the following fees per City site:

100 MBPS Site(s)	\$360.00 Per Month
1 GBPS Site(s)	\$846.00 Per Month
10 GBPS Site(s)	\$4,585.00 Per Month

The City will provide Comcast with written notice of which strands of fiber identified in Attachment A are being returned to Comcast each time the City returns fiber to Comcast pursuant to this Side Letter Agreement. Those strands of fiber listed within said notice shall be deemed returned to Comcast on the date the City sends the notice.

PEG Capital Funds: Under Section 12 of the Agreement, Comcast is required to provide support for capital requirements for PEG access. Subject to, and in conjunction with any restrictions regarding the expenditure of restricted PEG capital funds according to federal laws, rules or regulations, Comcast shall not object to the use of these PEG funds for the capital costs related to the continued development of the City and County's joint institutional network, so long as the network is used in part to transport PEG programming. The City agrees that the sections of the joint institutional network developed using PEG funds and used to transport PEG programming shall be readily identifiable, for their exclusive use for internal, institutional purposes only, and shall not be made available to any other public or private entity. The terms and conditions of this letter agreement are binding upon the City and Comcast and their successors and assigns. Enforcement of the terms of this Side Letter Agreement shall be consistent with the enforcement procedures set forth in the Agreement.

COMCAST OF OREGON I, INC.

By: _____

Title: _____

Date: _____

CITY OF SALEM

By: _____

Title: _____

Date: _____