

EXHIBIT E

GUARANTEE IN LIEU OF BOND

THIS GUARANTEE is made this ___ day of _____, 201_, between the **Jurisdiction**, the Grantee, and the Guarantor.

WITNESSETH

WHEREAS, the **Jurisdiction**, (the "City" or "County") has negotiated a cable renewal franchise with Comcast of Illinois/Ohio/Oregon, LLC, (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[County]**, 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[County]** 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[County]**, 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[County]** has no duty to advise the Guarantor of any information known to it in that

County of _____)

This Guarantee was acknowledged before me on the ____ day of _____, 201_, by _____ as _____, a duly authorized officer of Comcast Corporation.

Notary Public for
My Commission Expires:

GRANTEE:

Comcast of Illinois/Ohio/Oregon, LLC

BY:

Title:

State of _____)

) ss.

County of _____)

This Guarantee was acknowledged before me on the ____ day of _____, 201_, by _____ as _____, a duly authorized officer of Comcast of Illinois/Ohio/Oregon, LLC

Notary Public for
My Commission Expires:

JURISDICTION:

BY:

TITLE:

State of _____)

) ss.

County of _____)

This Guarantee was acknowledged before me on the ____ day of _____, 201_, by _____ as _____ of the **Jurisdiction**.

Notary Public for
My Commission Expires: