

RESOLUTION NO. 05-1389

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS CONDITIONALLY AUTHORIZING (1) A TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISE FROM ADELPHIA COMMUNICATIONS CORPORATION TO COMCAST CABLE HOLDINGS, LLC; (2) AN ASSIGNMENT OF THE CABLE TELEVISION FRANCHISE BY COMCAST CABLE HOLDINGS, LLC, TO CAC EXCHANGE I, LLC; AND (3) A TRANSFER OF CONTROL OF CAC EXCHANGE I, LLC, FROM COMCAST CORPORATION TO TIME WARNER CABLE, INC.

RECITALS:

A. Century – TCI California, L.P., (“Franchisee”) is the authorized holder of a franchise (“Franchise”) that authorizes the construction, operation, and maintenance of a cable television system within the City of Agoura Hills (“Franchise Authority”).

B. On April 20, 2005, Comcast Corporation (“Comcast”) and Time Warner NY Cable, LLC, (“TWN”) an indirect subsidiary of Time Warner Cable, Inc., each entered into separate definitive agreements to acquire, collectively, substantially all of the assets of Adelphia Communications Corporation (“Adelphia”) for a total of \$12.7 billion in cash (of which TWNY will pay \$9.2 billion and Comcast will pay the remaining \$3.5 billion) and 16% of the common stock of Time Warner Cable, Inc.

C. In accordance with the provisions of an Exchange Agreement that was also executed on April 20, 2005, Comcast, Time Warner Cable, Inc., and their respective subsidiaries agreed, upon consummation of the asset purchase agreements referenced above in paragraph (B), to exchange certain cable systems owned by affiliates of Time Warner Cable, Inc. or Comcast, respectively, together with certain cable systems to be acquired in the asset purchase transactions. In these “swap” transactions, Time Warner Cable, Inc. will receive current Comcast cable systems located in Southern California, and cable systems currently owned and operated by Century – TCI California, L.P., including the franchised cable system serving the City.

D. On June 14, 2005, the Franchise Authority received two applications relating to proposed transfers of control of the existing Franchise held by Century – TCI California, L.P. Each application included FCC Form 394 titled “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise.”

These applications are summarized as follows:

(1) FCC Form 394 related to the “Adelphia Transaction.” This application was submitted by Adelphia Communications Corporation (“Adelphia”), as the Transferor, and by Comcast Cable Holdings, LLC, as the Transferee. Consent of the Franchise Authority is requested for the acquisition by Comcast Cable Holdings, LLC, of Adelphia’s 75 percent ownership interest in the Franchisee, Century – TCI California, L.P. Consequently,

Comcast Cable Holdings, LLC, would become the direct parent and sole owner of the Franchisee, in accordance with the provisions of the Asset Purchase Agreement between Comcast Corporation and Adelphia.

(2) FCC Form 394 related to the “Exchange Transaction.” This application was submitted by Century - TCI California, L.P., as the Transferor, and by Time Warner Cable, Inc., as the Transferee. This application assumes the consummation of the “Adelphia Transaction” described above in subsection (1) whereby Century - TCI California, L.P. becomes a wholly-owned subsidiary of Comcast Cable Holdings, LLC,. Consent of the Franchise Authority is requested for a two-step transaction. The first step is for the ultimate parent company, Comcast Corporation, to cause its then indirect, wholly-owned subsidiary, Century – TCI California, L.P., to assign the Franchise to a new subsidiary wholly-owned by Comcast Corporation, which is identified as CAC Exchange I, LLC. The second step is for Comcast Corporation, simultaneously with the internal assignment of the Franchise, to transfer ownership and control of CAC Exchange I, LLC, to Time Warner Cable, Inc., as part of the Exchange Transaction described in the FCC Form 394.

Supplemental information concerning the Adelphia Transaction and the Exchange Transaction was provided to the Franchise Authority by Time Warner Cable, Inc. and by Comcast Corporation on July 25, 2005.

E. In accordance with Section 6906 of Chapter 9 of the Agoura Hills Municipal Code, the Franchise Authority has the right to review and to approve the financial, technical, and legal qualifications of the ultimate Transferee in connection with the proposed transfers of control of the Franchisee and the proposed assignment of the Franchise.

F. The staff of the Franchise Authority has reviewed the documentation that accompanied the FCC Forms 394 and, based upon the representations set forth in that documentation, has concluded that the proposed ultimate Transferee has the requisite financial, technical, and legal qualifications to adequately perform, or to ensure the performance of, all obligations required of the Franchisee under the Franchise, and that CAC Exchange I, LLC, will be bound by all terms, conditions, and obligations of the Franchise as it currently exists or as it may be modified or superseded by the parties prior to the closing of the two transactions described above in Recital (D).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AGOURA HILLS RESOLVES AS FOLLOWS:

Section 1. In accordance with Section 6906 of Chapter 9 of the Agoura Hills Municipal Code, the Franchise Authority consents to and approves the proposed assignment of the Franchise and the proposed transfers of control of the Franchisee as follows:

(a) In connection with the Adelphia Transaction described in paragraph (D) of the Recitals, the Franchise Authority authorizes and consents to the acquisition by Comcast Cable Holdings, LLC, from Adelphia, as the ultimate parent company of Century – TCI California, L.P., of Adelphia’s 75 percent direct and indirect ownership interest in Century-TCI California, L.P., as a consequence of which Comcast Cable Holdings, LLC, as the Transferee,

will become the direct parent company and the sole owner of Century – TCI California, L.P., which is the franchised cable operator.

(b) Contingent upon the closing of the Adelpia Transaction referenced above in paragraph (a), the Franchise Authority authorizes and approves the two-step transaction identified as the “Exchange Transaction” in paragraph (D) of the Recitals. Comcast Corporation will cause its indirect, wholly-owned subsidiary, Century – TCI California, L.P., to assign the Franchise to a new wholly-owned subsidiary of Comcast Corporation, which is identified as CAC Exchange I, LLC. Simultaneously with this internal assignment of the Franchise, ownership and control of CAC Exchange I, LLC, will be transferred by Comcast Corporation to Time Warner Cable, Inc. in accordance with the Exchange Transaction described in the second FCC Form 394 filed with the Franchise Authority. Following consummation of the Exchange Transaction, the Franchisee, CAC Exchange I, LLC, will be a wholly-owned subsidiary of Time Warner NY Cable, LLC, which will be controlled solely by Time Warner Cable, Inc., and will do business in the franchise service area under the trade name Time Warner Cable.

Section 2. Time Warner Cable, Inc. has represented to the Franchise Authority that the Exchange Transaction authorized above in Section (1)(b) is based upon the “expectation of sequential closing” and that the two steps of the Exchange Transaction are expected “to close contemporaneously and in direct succession.” The Franchise Authority has also been informed that the Exchange Transaction could be terminated prior to the closing of the Adelpia Transaction, e.g., as a result of the failure to obtain FCC or applicable antitrust regulatory approvals. In that event, the consent and approval of the Franchise Authority set forth above in Section (1)(b) will be revoked and rescinded without further action by the Franchise Authority. Similarly, if the Adelpia Transaction is not consummated, then this resolution will be revoked and rescinded without further action by the Franchise Authority. In either case, new consents and approvals, if required, must be obtained by the affected cable operators in connection with any restructured transactions related to an assignment of the Franchise or transfers of control of the Franchisee.

Section 3. (a) The authorization, consent and approval of the Franchise Authority to the proposed assignment is conditioned upon compliance by the Transferor with the following requirement:

Within 60 days after the adoption of this resolution, the Transferor and the Transferee requesting the Franchise Authority’s consent to the Adelpia Transaction will execute and file in the office of the City Clerk a “Transfer Agreement and Guarantee of Franchise Obligations (Adelpia Transaction)” in substantially the form attached to this resolution as Exhibit A. The Mayor is authorized to execute that document and thereby evidence the written consent of the Franchise Authority to the transactions therein described.

(b) The authorization, consent, and approval of the Franchise Authority to the proposed transfer of control of CAC Exchange I, LLC, to Time Warner Cable, Inc. is conditioned upon compliance with the following requirement:

Within 60 days after the adoption of this resolution, the Transferor and the Transferee requesting the Franchise Authority’s consent to the Exchange Transaction will

execute and file in the office of the City Clerk an "Assignment and Transfer Agreement and Guarantee of Franchise Obligations (Exchange Transaction)" in substantially the form attached to this resolution as Exhibit B. The Mayor is authorized to execute that document and thereby evidence the written consent of the Franchise Authority to the transactions therein described.

(c) Original or conformed copies of the written instruments evidencing the closing and consummation of the Adelpia Transaction and of the Exchange Transaction, respectively, must be filed in the office of the City Clerk within 60 days after the closing of each of these transactions.

(d) Regardless of whether the Adelpia Transaction and the Exchange Transaction described in the FCC Forms 394 actually close, the Franchise Authority will be reimbursed for all costs and expenses reasonably incurred by the Franchise Authority in processing and evaluating the information relating to the proposed assignment of the Franchise and the proposed transfers of control of the Franchisee; provided, however, that those costs and expenses will not exceed the sum of \$2,500, and will be set forth in an itemized statement transmitted by the City Manager, or the City Manager's designee, to the Transferor and the Transferee identified in the FCC Form 394 related to the Exchange Transaction within 45 days after the effective date of this resolution. The Transferor or the Transferee must pay to the Franchise Authority the total amount set forth in that itemized statement within 30 days after the date of the statement.

Section 4. If the conditions set forth above in paragraph (a), (b), and (d) of Section 3 are not satisfied within the period of time specified in each of those paragraphs, then the authorization and consent of the Franchise Authority to the proposed changes of control and assignment, as provided for in this resolution, will be revoked and rescinded without further action by the Franchise Authority, and, in such event, the FCC Form 394 applications will be denied in all respects. In such event, the City Manager is authorized and directed to give written notice to all affected parties of that revocation and rescission, which will be deemed to be without prejudice to the right of those parties to submit new FCC Forms 394 to the Franchise Authority if required by the Franchise or local ordinance.

Section 5. The City Clerk is directed to transmit a certified copy of this resolution to the following persons:

Mr. Roger Keating, President
Los Angeles Division
Time Warner Cable, Inc.
959 South Coast Drive, Suite 300
Costa Mesa, CA 92626

Brad M. Sonnenberg, Esq.
Executive Vice President,
General Counsel and Secretary
Adelpia Communications Corporation
5619 DTC Parkway
Denver, CO 80111

Ms. Sheila R. Willard
Senior Vice President, Government Affairs
Comcast Cable Holdings, LLC,
1500 Market Street
Philadelphia, PA 19102-2148

Section 6. The City Clerk is directed to certify to the passage and adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 28th day of September, 2005, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ED CORRIDORI, MAYOR

ATTEST:

KIMBERLY M. RODRIGUES, CITY CLERK

APPROVED AS TO FORM:

CRAIG STEELE, CITY ATTORNEY

EXHIBIT A
TRANSFER AGREEMENT
AND
GUARANTEE OF FRANCHISE OBLIGATIONS
(ADELPHIA TRANSACTION)

THIS TRANSFER AGREEMENT AND GUARANTEE OF FRANCHISE OBLIGATIONS (“Agreement”) is entered into this ____ day of _____, 2005, between Adelphia Communications Corporation, a Delaware corporation (“Transferor”), Comcast Cable Holdings, LLC, a Delaware limited liability company (“Transferee”), and the City of Agoura Hills, a California municipal corporation (“Franchise Authority”).

RECITALS:

A. Transferor is acting on behalf of Century – TCI California, L.P., which is the authorized holder of a franchise that authorizes the construction, operation, and maintenance of a cable television system within the City of Agoura Hills, California.

B. Transferee is acting on its own behalf and on behalf of Century – TCI California, L.P. which, upon the closing of the Adelphia Transaction, will be a wholly-owned subsidiary of Transferee.

C. Subject to the prior consent of the Franchise Authority, Transferor desires to transfer full ownership and control of Century – TCI California, L.P., to Transferee, and Transferee desires to guarantee, effective as of the closing of the Adelphia Transaction (the “Adelphia Closing”), the performance by Century – TCI California, L.P. of all duties, and obligations under the cable television franchise agreement between the Franchise Authority and Century – TCI California, L.P. (“Franchise Agreement”), as it currently exists or as it may be modified or superseded by the parties prior to the closing of the Adelphia Transaction that is described in Transferor’s FCC Form 394.

THE PARTIES AGREE AS FOLLOWS:

1. Franchise Authority consents to the transfer of control by Transferor to Transferee of the business entity known as Century – TCI California, L.P., which owns and operates the cable television franchise granted by the Franchise Authority.

2. Transferee covenants and agrees with Transferor and with the Franchise Authority to guarantee the performance by Century – TCI California, L.P., of all duties and obligations of Century – TCI California, L.P., under the Franchise Agreement from and after the Adelphia Closing.

3. This Agreement will become operative and enforceable upon the closing of the Adelphia Transaction described in the FCC Form 394 as filed with the Franchise Authority on June 14, 2005.

4. Upon the closing of the Exchange Transaction described in the FCC Form 394 filed with the Franchise Authority on June 14, 2005, by Century – TCI California, L.P., as Transferor, and by Time Warner Cable, Inc., as Transferee, this Agreement will terminate and will be of no further force or effect. This Agreement will be superseded by a similar agreement entered into between the Franchise Authority, Comcast Cable Holdings, LLC, and Time Warner Cable, Inc.

TO EFFECTUATE THIS AGREEMENT, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below the authorized signature.

“TRANSFEROR”

ADELPHIA COMMUNICATIONS CORPORATION, a Delaware corporation

By: _____
(authorized officer)

Title: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel

“TRANSFEEEE”

COMCAST CABLE HOLDINGS, LLC, a Delaware limited liability company

By: _____
(Authorized Officer)

Title: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel

“FRANCHISE AUTHORITY”

CITY OF AGOURA HILLS

APPROVED AS TO FORM:

By: _____
Ed Corridori, Mayor

Craig Steele, City Attorney

Date: _____

ATTEST:

Kimberly M. Rodrigues, City Clerk

EXHIBIT B

ASSIGNMENT AND TRANSFER AGREEMENT
AND
GUARANTEE OF FRANCHISE OBLIGATIONS

(EXCHANGE TRANSACTION)

THIS ASSIGNMENT AND TRANSFER AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2005, between Comcast Cable Holdings, LLC, a Delaware limited liability company (“Transferor”), Time Warner Cable, Inc., a Delaware corporation (“Transferee”), and the City of Agoura Hills, a California municipal corporation (“Franchise Authority”).

RECITALS:

A. Transferor is acting on behalf of CAC Exchange I, LLC, which has been authorized by the Franchise Authority to be the assignee of a franchise that authorizes the construction, operation, and maintenance of a cable television system within the City of Agoura Hills, California.

B. Transferee is acting on its own behalf and on behalf of CAC Exchange I, LLC, which, upon the closing of the Exchange Transaction, will be an indirect majority-owned subsidiary of Transferee and will be controlled solely by Transferee.

C. Subject to the prior consent of the Franchise Authority, Transferor desires (1) to assign on an interim basis, the ownership and control of the cable television franchise held by Century – TCI California, L.P. to CAC Exchange I, LLC; and (2) to transfer ownership and control of CAC Exchange I, LLC, to Transferee.

D. Franchise Authority desires to ensure the continued performance of all duties and obligations under the cable television franchise agreement between the Franchise Authority and Century – TCI California, L.P., as it currently exists or as it may be modified or superseded by the parties prior to the closing of the Exchange Transaction described in Transferor’s FCC Form 394.

THE PARTIES AGREE AS FOLLOWS:

1. Franchise Authority consents to Transferor’s assignment of ownership and control of the cable television franchise (“Franchise Agreement”) held by Century – TCI California, L.P. to CAC Exchange I, LLC, and to the simultaneous transfer of control by Transferor to Transferee of Transferor’s wholly-owned subsidiary, CAC Exchange I, LLC, together with all rights, duties, and obligations specified in the Franchise Agreement, contingent upon (i) the close of the Exchange Transaction; (ii) the assumption by Time Warner Cable, Inc. of control of CAC Exchange I, LLC; and (iii) execution by Time Warner Cable, Inc., as guarantor, of the “Guarantee of Franchise Obligations” that is attached as Schedule 1 to this Agreement.

2. This Agreement will become operative and enforceable upon the closing of the Exchange Transaction described in the FCC Form 394 as filed with the Franchise Authority on June 14, 2005. Upon its operative date, this Agreement will supersede a similar agreement entered into between the Franchise Authority, Adelphia Communications Corporation, and Comcast Cable Holdings, LLC, in connection with a transfer of control arising out of the Adelphia Transaction.

TO EFFECTUATE THIS AGREEMENT, the parties have caused this Assignment and Transfer Agreement to be executed by their duly authorized representatives as of the date set forth below the authorized signature.

“TRANSFEROR”

COMCAST CABLE HOLDINGS, LLC, a
Delaware limited liability company

By: _____
(Authorized officer)

Title: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel

“TRANSFeree”

TIME WARNER CABLE, INC., a
Delaware corporation

By: _____
(Authorized Officer)

Title: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel

“FRANCHISE AUTHORITY”

CITY OF AGOURA HILLS

APPROVED AS TO FORM:

By: _____
Ed Corridori, Mayor

Craig Steele, City Attorney

Date: _____

ATTEST:

Kimberly M. Rodrigues, City Clerk

SCHEDULE 1
to
ASSIGNMENT AND TRANSFER AGREEMENT
AND
GUARANTEE OF FRANCHISE OBLIGATIONS

GUARANTEE

GUARANTEE, dated as of _____, 2005, made by TIME WARNER CABLE, INC., a Delaware corporation (“Guarantor”), in favor of the City of Agoura Hills, California, (“Beneficiary”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to timely consent to the transfer of the cable television franchise issued by Beneficiary and currently held by Century-TCI California, L.P. (the “Franchise”) to Time Warner Cable, Inc. (“Transferee”) in accordance with the Federal Communications Commission Forms 394 filed by Transferee, Guarantor agrees as follows:

I. Interpretive Provisions.

- A. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Guarantee, shall refer to this Guarantee as a whole and not to any particular provision of this Guarantee, and section and paragraph references are to this Guarantee, unless otherwise specified.
- B. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

II. Guarantee.

- A. Effective upon the close of the Exchange Agreement, Guarantor unconditionally and irrevocably guarantees to Beneficiary the timely and complete performance of all Transferee obligations under the Franchise (the “Guaranteed Obligations”). The Guarantee is an irrevocable, absolute, continuing guarantee of payment and performance, and not a guarantee of collection. If Transferee fails to pay any of its monetary Guaranteed Obligations in full when due in accordance with the terms of the Franchise, Guarantor will promptly pay the same to Beneficiary or procure payment of same to Beneficiary. Anything herein to the contrary notwithstanding, Guarantor shall be entitled to assert as a defense hereunder any defense that is or would be available to Transferee under the Franchise or otherwise.

- B. This Guarantee shall remain in full force and effect until the earliest to occur of: (i) performance in full of all Guaranteed Obligations at a time when no additional Guaranteed Obligations remain outstanding or will accrue to Transferee under the Franchise; and (ii) subject to any required consent of the Beneficiary, any direct or indirect transfer of the Franchise from Transferee to (or direct or indirect acquisition of Transferee or any successor thereto by (whether pursuant to a sale of assets or stock or other equity interests, merger or otherwise)) any other person or entity a majority of whose equity and voting interests are not beneficially owned and controlled, directly or indirectly, by Guarantor. Upon termination of this Guarantee in accordance with this Section II(B), all contingent liability of Guarantor in respect hereof shall cease, and Guarantor shall remain liable solely for Guaranteed Obligations accrued prior to the date of such termination.

III. Waiver. Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Beneficiary upon this Guarantee or acceptance of this Guarantee. Guarantor waives diligence, presentment, protest and demand for payment to Transferee or Guarantor with respect to the Guaranteed Obligations; provided, however, that Guarantor shall be furnished with a copy of any notice of or relating to default under the Franchise to which Transferee is entitled or which is served upon Transferee at the same time such notice is sent to or served upon Transferee.

IV. Representations and Warranties. Each of Guarantor and Beneficiary represents and warrants that: (i) the execution, delivery and performance by it of this Guarantee are within its corporate, limited liability company or other powers, have been duly authorized by all necessary corporate, limited liability company or other action, and do not contravene any law, order, decree or other governmental restriction binding on or affecting it; and (ii) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by it of this Guarantee, except as may have been obtained or made, other than, in the case of clauses (i) and (ii), contraventions or lack of authorization, approval, notice, filing or other action that would not, individually or in the aggregate, impair or delay in any material respect such party's ability to perform its obligations hereunder.

V. Binding Effect. This Guarantee, when executed and delivered by Beneficiary, will constitute a valid and legally binding obligation of Guarantor, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws applicable to creditors' rights generally and by equitable principles (whether enforcement is sought in equity or at law).

VI. Notices. All notices, requests, demands, approvals, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given and made if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if sent by Telecopier, provided that the telecopy is promptly confirmed by telephone confirmation thereof, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

To Guarantor and Transferee:

Time Warner Cable, Inc.
290 Harbor Drive
Stamford, CT 06902-6732
Telephone: (203) 328-0631
Telecopy: (203) 328-4094
Attention: General Counsel

To Beneficiary:

City of Agoura Hills

Telephone: _____
Telecopy: _____
Attention: _____

VII. Integration. This Guarantee represents the agreement of Guarantor with respect to the subject matter hereof and there are no promises or representations by Guarantor or Beneficiary relative to the subject matter hereof other than those expressly set forth herein.

VIII. Amendments in Writing. None of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Guarantor and Beneficiary, provided that any right, power or privilege of Beneficiary arising under this Guarantee may be waived by Beneficiary in a letter or agreement executed by Beneficiary.

IX. Section Headings. The section headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

X. No Assignment or Benefit to Third Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon anyone other than Guarantor and Beneficiary and their respective permitted assigns, any rights or remedies under or by reason of this Guarantee.

XI. Expenses. All costs and expenses incurred in connection with this Guarantee and the transactions contemplated hereby shall be borne by the party incurring such costs and expenses.

XII. Counterparts. This Guarantee may be executed by Guarantor and Beneficiary on separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

XIII. **Governing Law.** This guarantee shall be governed by and construed and interpreted in accordance with the laws of the state of California without regard to principles of conflicts of law.

XIV. **Waiver of Jury Trial.** Each party hereto hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding relating to this guarantee and for any counterclaim therein.

TO EFFECTUATE THIS GUARANTEE, each of the undersigned has caused this Guarantee to be duly executed and delivered by its duly authorized officer on the date set forth below the authorized signature.

“GUARANTOR”

TIME WARNER CABLE, INC.

By: _____
Name: _____
Title: _____
Date: _____

“BENEFICIARY”

CITY OF AGOURA HILLS:

By: _____
Name: _____
Title: _____
Date: _____