

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between Nassau County, Florida ("County") and Comcast of Greater Florida/Georgia, Inc. (hereinafter, the "Grantee").

Grantee currently provides cable television services in the County pursuant to a franchise Ordinance No. 75-46; as amended; and the County and Grantee desire to renew Grantee's non-exclusive cable franchise for an additional term as provided for herein.

The County, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction and continued operation of a cable system on the terms and conditions set forth herein.

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

"Access Channel(s)" means any public, educational, or governmental access Channel(s) or Channel capacity on Grantee's Cable System that is designated for non-commercial local public, educational or governmental programming purposes.

"Cable Act" means Title VI of the Communications Act of 1934, as amended from time to time, 47 U.S.C. Sections 521 et seq.

"Cable Service" means: (A) the one-way transmission to Customers of (i) video programming, or (ii) other programming service, and (B) Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Customers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Customers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934 ,

except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) of the Cable Act to the extent such facility is used in the transmission of video programming directly to Customers, unless the extent of such use is solely to provide interactive on-demand service; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

“Control” means the ability to direct the policies and management of the Grantee.

“Customer” means a Person or user of the Cable System who lawfully receives and pays for Cable Service therefrom with the Grantee’s expressed permission.

“Effective Date” means April 26, 2004.

“Fully Programmed Channel Capacity” means eight-(8) hours-a-day, non-repetitive, locally-produced programming, Monday through Saturday, for a minimum of six consecutive weeks.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall have the meaning set forth in the preamble hereof.

“Franchise Area” means the unincorporated area of Nassau County, Florida (including but not limited to Amelia Island) bounded on the west by Interstate 95 and the east by the Atlantic Ocean, as such exists as of the Effective Date of this Franchise Agreement. Other portions of unincorporated Nassau County are governed by the terms and conditions of Nassau County, Florida cable franchise Ordinance No. 94-20 and are not bound by the terms and conditions of this Franchise Agreement.

“Franchising Authority” means the County or the lawful successor, transferee, designee, or assignee thereof.

“Grantee” shall have the meaning set forth in the preamble hereof.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall, within their proper use and meaning, entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

SECTION 2

Grant of Authority

2.1. Grant of Franchise. The Franchising Authority hereby grants to the Grantee under the Cable Act a nonexclusive Franchise, which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be for a term of ten (10) years, commencing on April 26, 2004 (hereinafter, the "Effective Date") and ending on April 26, 2014, unless this Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

2.5. Competitive Equity.

2.5.1. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and capital support; customer service standards; required reports and related record keeping; liquidated damages and other sanctions; and universal service. If any such additional and/or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, then the Grantee may give written notice to the Franchising Authority stating the specific terms and/or conditions in the competitive franchise that are more favorable or less burdensome than those contained in this Franchise Agreement. Upon receipt of any such notice, if the Franchising Authority, acting reasonably, agrees with the Grantee's assertion, then the Franchising Authority shall modify this Franchise Agreement to include any more favorable or less burdensome term or condition, provided, the Grantee agrees, upon the request of the Franchising Authority, to also modify this Franchise Agreement to include any term or condition contained in the competitive franchise that is more favorable to the Franchising Authority or more burdensome to the Grantee, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

2.5.2. Any franchise granted by the Franchising Authority shall be non-exclusive. Any Person desiring a new cable television franchise in the Franchising Area shall file with the Franchising Authority an application for a new cable television franchise in a form acceptable or specified by the Franchising Authority, and in accordance with procedures and schedules established by the Franchising Authority. In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchise Area, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail within ten (10) business days of receipt of such application.

SECTION 3

The System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality, and with minimum interference with the proper use of the Public Ways and the rights of property owners who own property that adjoins any such Public Ways. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this

Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions on Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable written notice, not less than five (5) business days, from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall, upon written request of the Grantee, make application for such funds on behalf of the Grantee. If the City requests the relocation, removal or reinstallation of Grantee's property in any of the Public Ways in the Franchise Area for the sole purpose of installing or providing its own cable television or telecommunications services or those of a second cable television or telecommunications service provider in competition with Grantee, then such cost shall not be borne by Grantee but by the City or the requesting entity.

3.2.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial compliance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall reasonably compensate

the Franchising Authority for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs so damaged. Such replacement shall satisfy any obligations the Grantee may have to the Franchising Authority pursuant to the terms of this Section 3.2.5. Compliance will be subject to the Nassau County Canopy Tree Ordinance 2001-27 and the amending Ordinance 2002-036.

3.2.6. Aerial and Underground Construction. If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section 3.2.6. shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.2.6., in the event that all of the transmission or distribution facilities of all of the respective public or municipal utilities are required to be placed underground after the Effective Date of this Franchise Agreement, the Grantee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public and municipal utilities' facilities at the time that such are placed underground.

SECTION 4 Service Obligations

4.1. General Service Obligation. The Grantee shall provide Cable Service to every dwelling unit within the Franchise Area reaching the minimum density of at least twenty-five (25) occupied dwelling units per mile measured from Grantee's existing distribution cable, provided, however, Grantee is not obligated to extend its system into area serviced by another franchised multi-channel video provider. The Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty five (125) feet of the Grantee's existing distribution cable.

The Grantee may elect to provide Cable Service to areas not meeting the above density standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation, which exceeds the one hundred twenty five (125) foot standard set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to continuously receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require, as a condition of issuing the permit, the developer to give the Grantee access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Grantee at least ten (10) business days prior to the availability of such trenches. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities. Installation of cable facilities from utility easements to individual homes or other structures shall be at the cost of the home/building owner or developer unless otherwise provided.

4.5. Prohibition against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5

Fees and Charges to Customers

5.1. Rates, Fees, Charges. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date of this Franchise Agreement shall be in accordance with the FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law. Except to the extent otherwise expressly permitted by applicable law, the Grantee shall provide Cable Service to each resident in the Franchise Area in accordance with a uniform rate structure throughout the Franchise Area. The preceding requirement shall not prevent the Grantee from using bulk, commercial, promotional and other rates in accordance with federal law.

SECTION 6
Customer Service Standards; Customer Bills;
and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority adopts the "Customer Service Standards" and rules set forth in Part 76, §§76.309, 76.1602, 76.1603 of the FCC's rules and regulations, a copy of which is attached hereto and made a part hereof as Exhibit "A." The Grantee shall comply in all respects with the customer service requirements established by the FCC pursuant to Section 632(c) of the Cable Act and any corresponding regulations, thereto.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading, (B) does not omit material information, and (C) does not mischaracterize any information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7
Oversight and Regulation by Franchising Authority

7.1 Communication Services Tax. All taxes collected pursuant to this Franchise Agreement shall be consistent with Chapter 202, Florida Statutes, as may be amended from time to time. In the event the tax rate is amended, the Franchise Authority shall endeavor to give the Grantee written notice of the change in accordance with Chapter 202, Florida Statutes.

7.2. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.3. Technical Standards. The Grantee shall comply with all appropriate technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, the Grantee shall comply with such alterations, modifications or amendments within a reasonable period after their adoption by the FCC. As provided in these rules, the Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority, upon reasonable prior written notice to the

Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours and without unreasonably interfering with Grantee's business operations. Such books and records shall include, without limitation, any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section 7, the Grantee shall not be required to disclose information, which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents of the Franchising Authority that have a need to know, or in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act. For purposes of this Section 7, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Customer lists, Cable Service and marketing plans, financial information unrelated to the calculation of rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive.

7.6. Transfer of a Franchise Neither the Grantee nor any other Person may transfer this Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Franchise or the Cable System in order to secure indebtedness, or (ii) an intra-corporate transfer. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of additional information it requires, if any, to determine the legal, financial, and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

SECTION 8

Insurance and Indemnity

8.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority, certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section

8. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

8.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Franchise Area, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. If the Franchising Authority determines in good faith that it's interests cannot be represented by the Grantee, Grantee shall be excused from any obligation to defend the Franchising Authority.

SECTION 9

System Description and Service

9.1 During the term of this Franchise Agreement the Grantee's Cable System shall be a two-way, 750 Mhz system capable of providing a minimum of seventy-eight (78) channels of video programming available to its customers in the Franchise Area.

9.2. Service to School Buildings. The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service, and free installation of one outlet to each accredited K-12 public and private school located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's existing distribution cable as of the Effective Date of this Franchise Agreement.

9.3. Service to Governmental and Institutional Facilities. The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service and free installation of one outlet to each non-residential municipal building located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's existing distribution cable as of the Effective Date of this Franchise Agreement.

9.4. Public, Educational, Governmental ("PEG") Access Channels. In accordance with Section 611 of the Cable Act (47 U.S.C. Section 531) the Grantee agrees to provide to the County throughout the term of this Franchise Agreement for its non-exclusive use two (2) Access Channels, one (1) to be used for non-commercial local educational access programming and one (1) to be used for non-commercial local public and governmental access programming.

9.4.1 Utilization of Unused PEG Access Channels. In accordance with Section 611 of the Cable Act (47 U.S.C. Section 531) the Grantee agrees to provide to the County throughout the term of this Franchise Agreement, for the Authority's use pursuant to applicable law, channel capacity to be used for non-commercial, non-repetitive, locally-produced Public, Educational and/or Governmental Access programming to include live broadcasts when the Authority provides connectivity pursuant to section 9.4.2. Notwithstanding Sec. 623(b)(7)(A) of the Cable Act, Grantee and Franchise Authority expressly agree that such capacity is not required to be placed on the most basic tier and may be placed on other tiers, including digital tiers not subscribed to by every customer, subject to Grantee's discretion. Because blank or under utilized Public, Educational or Government channels are not in the public interest, in the event the Franchising Authority elects not to fully program its channel capacity, meaning eight-(8)-hours-a-day, non-repetitive, locally produced programming Monday through Saturday for a minimum of six (6) consecutive weeks, Grantee may program unused time so long as Franchising Authority's programming is not preempted.

9.4.2 Interconnection of Systems. The County may require Grantee to interconnect its system to other providers for the purpose of meeting PEG obligations in section 9.4 and 9.4.1 provided that the costs of such interconnection will be shared by Grantee and the other provider, Grantee and other provider will negotiate the costs for the interconnection in good faith on terms mutually agreeable to both parties and the connection is economically and technically feasible.

9.5. Public Educational Governmental Access Capital Grant. Throughout the term of this Franchise Grantee shall provide to the County annually a cash or non-cash/in-kind PEG capital grant in an amount equal to One Thousand Dollars (\$1,000.00) to be used for the sole purpose of maintaining PEG equipment. Such annual payment will be made to the County within forty-five days after the end of each calendar year.

9.6 Parental Control Device. Upon request by any Subscriber, Grantee shall make available for rent or lease a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Any device offered shall be at a rate in compliance with applicable law.

9.7. Emergency Alert. The Grantee shall comply with the requirements of the Federal emergency alert system as specified by rules and regulations adopted by the FCC.

SECTION 10

Enforcement and Termination of Franchise

10.1 Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of this Franchise Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's notice described in Section 10.1, above: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default, or (B) to cure such default, or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

10.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice described in Section 10.1., above, or in the event that the alleged default is not remedied within forty-five (45) days or the date projected pursuant to Section 10.2., above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time, which is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

10.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

10.4.1. seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

10.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of this Franchise Agreement. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of this Franchise Agreement at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee in the manner set forth in Section 11.2 herein. The

Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

(iii) The Franchising Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.

10.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

10.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

10.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 11

Miscellaneous Provisions

11.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

11.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by facsimile with confirmed transmission and addressed as follows:

The Franchising Authority: Nassau County Board of Commissioners
P.O. Box 1010
Fernandina Beach, Fl. 32035-1010
Facsimile: (904) 548-4508

The Grantee: Comcast of Greater Florida/Georgia, Inc.
General Manager
6805 Southpoint Parkway
Jacksonville, FL 32216
Facsimile: (904) 374-7622

with a copy to: Comcast Cable Communications, Inc.
Attn: Division Vice President, Government Affairs
360 Interstate North Parkway, Suite 600
Atlanta, GA 30339
Facsimile: (678) 385-5101

And a copy to: Comcast Cable Communications, Inc.
Attn: Legal Dept.
1500 Market Street
Philadelphia, PA 19102
Facsimile: 215-640-4050

11.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof. All ordinances or parts of ordinances or other agreements whether written, verbal, or otherwise between the Grantee and the Franchising Authority that are in conflict with the provisions of this Franchise Agreement are hereby declared invalid and superseded and this Franchise Agreement shall control.

11.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.5. Governing Law. This Franchise Agreement shall be deemed to be executed in Nassau County, State of Florida, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Florida, as applicable to contracts entered into and performed entirely within the State.

11.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

11.7. No Third Party Beneficiaries. Nothing in this Franchise nor any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise."

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of this 26 day of April, 2004.

Franchising Authority:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: Floyd L. Vanzant
Name: Floyd L. Vanzant
Title: Chairman

ATTEST:

J. M. "Chip" Oxley, Jr.
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:

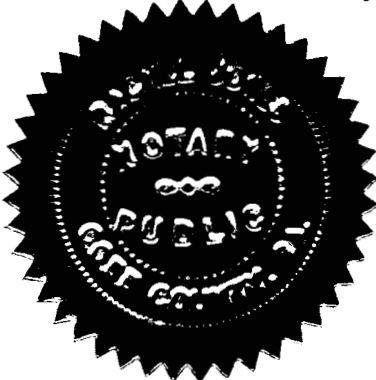
Michael S. Mullin
Michael S. Mullin

Attest:

Comcast of Greater Florida/Georgia, Inc.,

Rachel Jones
Rachel Jones, Notary Public
Cable County, Georgia
My Commission Expires May 12, 2005

By: John H. Ridall, Jr.
John H. Ridall, Jr.
President, Southern Division



FEDERAL COMMUNICATIONS COMMISSION

RULES & REGULATIONS

EXHIBIT A

§76.1602 Customer service—general information.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions of programming carried on the system; and
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

§76.1603 Customer service—rate and service changes.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers 30 days in advance of any significant changes in the other information required by §76.1602.

(c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give 30 days written no-

tice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(d) A cable operator shall provide written notice to a subscriber of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the local franchising authority.

(e) To the extent the operator is required to provide notice of service and rate changes to subscribers, the operator may provide such notice using any reasonable written means at its sole discretion.

(f) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

NOTE 1 TO §76.1603: Section 624(h) of the Communications Act, 47 U.S.C. 544(h), contains additional notification requirements which a franchising authority may enforce.

NOTE 2 TO §76.1603: Section 624(d)(3) of the Communications Act, 47 U.S.C. 544(d)(3), contains additional notification provisions pertaining to cable operators who offer a premium channel without charge to cable subscribers who do not subscribe to such premium channel.

NOTE 3 TO §76.1603: Section 631 of the Communications Act, 47 U.S.C. 551, contains additional notification requirements pertaining to the protection of subscriber privacy.

FEDERAL COMMUNICATIONS COMMISSION

RULES & REGULATIONS

EXHIBIT A

§76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait

time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

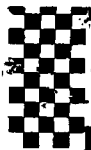
(4) Definitions—

(i) *Normal business hours*—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) *Normal operating conditions*—The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) *Service interruption*—The term "service interruption" means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996; 65 FR 53615, Sept. 5, 2000]



Facsimile Transmittal Sheet

MARSH
An AMEC Company**From:** Shannon BeersPlph**To:** NASSAU COUNTY BOARD OF**Phone:****Fax:** 904-548-4508**Date:** 10-May-04**Attention:****Time:** 12:59 PM**Company:**

copy
Shannon
Beers
Plph
(P)

Message:

2004 MAY 10 PM 1:25
OFFICE OF THE CLERK
NASSAU COUNTY, FLORIDA

The information contained in this facsimile message is confidential, may be privileged, and is intended for the use of the individual or entity named above. If you, the reader of this message, are not the intended recipient, the agent, or employee responsible for delivering this information to the intended recipient, you are expressly prohibited from copying, disseminating, distributing, or in any other way using any of the information contained in this facsimile message.

CERTIFICATE NUMBER
CLE-001236006-01

PRODUCER

MARSH USA INC.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797
Attn: MIRANDA GRIMES FAX: 212-948-0360

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY

COMPANY

B USF&G

COMPANY

C AMERICAN GUARANTEE & LIABILITY INSURANCE CO.

COMPANY

D FIDELITY & GUARANTY INS. CO.

05194 -COMCA-CAS-03/04

COMC JACKS FL

INSURED

COMCAST OF GREATER FLORIDA, INC.
ATTN: GENERAL MANAGER
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|-------------|--|--|----------------------------------|-----------------------------------|--|---------------|
| A | GENERAL LIABILITY | D002Q00101 | 12/01/03 | 12/01/04 | GENERAL AGGREGATE | \$ 24,900,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS - COMP/OP AGG | \$ 5,900,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | PERSONAL & ADV INJURY | \$ 1,900,000 |
| | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | | | | EACH OCCURRENCE | \$ 1,900,000 |
| | <input checked="" type="checkbox"/> \$100,000 SIR | | | | FIRE DAMAGE (Any one fire) | \$ 1,900,000 |
| | | | | | MED EXP (Any one person) | \$ 10,000 |
| A B E | AUTOMOBILE LIABILITY | D002A00191 (AOS) D002A00192 (MA) D002A00193 (TX) | 12/01/03 | 12/01/04 | COMBINED SINGLE LIMIT | \$ 10,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE | \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | \$ |
| | | | | | AGGREGATE | \$ |
| C | EXCESS LIABILITY | AUC 8384714-08 | 12/01/03 | 12/01/04 | EACH OCCURRENCE | \$ 5,000,000 |
| | <input checked="" type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE | \$ 5,000,000 |
| | <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | | \$ |
| D D B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | D002W00248 (AOS) D002W00250 (NV, OR, WI) D002W00249 (NJ) | 12/01/03 | 12/01/04 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | <input type="checkbox"/> THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: | | | | EL EACH ACCIDENT | \$ 2,000,000 |
| | <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | EL DISEASE-POLICY LIMIT | \$ 2,000,000 |
| | OTHER | | | | EL DISEASE-EACH EMPLOYEE | \$ 2,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NASSAU COUNTY BOARD OF COMMISSIONERS
P.O. BOX 1010
FERNANDINA BEACH, FL 32035-1010

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Mary Radaszewski

Mary Radaszewski

VALID AS OF: 05/10/04

DATE (MM/DD/YY)

05/10/04

PRODUCER

MARSH USA INC.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797
Attn: MIRANDA GRIMES FAX: 212-948-0360

COMPANIES AFFORDING COVERAGE

COMPANY

E DISCOVER SPECIALTY INSURANCE COMPANY

COMPANY

F

05194-COMCA-CAS-03/04

COMC JACKS FL

INSURED

COMCAST OF GREATER FLORIDA, INC.
ATTN: GENERAL MANAGER
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

COMPANY

G

COMPANY

H

NASSAU COUNTY BOARD OF COMMISSIONERS
P.O. BOX 1010
FERNANDINA BEACH, FL 32035-1010

MARSH USA INC. BY

Mary Radaszewski

Mary Radaszewski

LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

DATE (MM/DD/YYYY)
12/30/2008

INSURERS AFFORDING COVERAGE

| INSURER | NAIC # |
|--|--------|
| INSURER A: ACE American Insurance Company | 22667 |
| INSURER B: ACE Property And Casualty Ins Co | 20699 |
| INSURER C: Indemnity Ins Co Of North America | 43575 |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------------------|-------|--|---|--|--|--|
| A | | GENERAL LIABILITY | XSL G2 3749099 | 12/31/08 | 12/01/09 | EACH OCCURRENCE \$ 4,900,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,900,000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 10,000 |
| | | <input checked="" type="checkbox"/> \$100,000 SIR | | | | PERSONAL & ADV INJURY \$ 4,900,000 |
| A | | AUTOMOBILE LIABILITY | ISA H08252361 (AOS) | 12/31/08 | 12/01/09 | GENERAL AGGREGATE \$ 25,000,000 |
| | | <input checked="" type="checkbox"/> ANY AUTO | | | | PRODUCTS - COMP/OP AGG \$ 6,000,000 |
| | | <input type="checkbox"/> ALL OWNED AUTOS | | | | |
| | | <input type="checkbox"/> SCHEDULED AUTOS | | | | |
| | | GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| B | | EXCESS/UMBRELLA LIABILITY | XOO G24873304 | 12/01/08 | 12/01/09 | AUTO ONLY - EA ACCIDENT \$ |
| | | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | OTHER THAN EA ACC \$ |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | AUTO ONLY: AGG \$ |
| | | <input type="checkbox"/> RETENTION \$ | | | | |
| C A C A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WLR C4 4356697 (AOS) WLR C4 4356776 (CA) WLR C4 4356739 (MN) SCF C4 435665A (WI) | 12/31/08 12/31/08 12/31/08 12/31/08 | 12/01/09 12/01/09 12/01/09 12/01/09 | EACH OCCURRENCE \$ 5,000,000 |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | AGGREGATE \$ 5,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | |
| | | OTHER | | | | |
| A | | EXCESS AUTO LIABILITY | XSA H08252324 | 12/31/08 | 12/01/09 | LIMIT \$5,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. \$100,000 PER OCCURRENCE SELF INSURED RETENTION APPLIES ONLY TO THE ABOVE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

CLE-001940162-11

NASSAU COUNTY BOARD OF COMMISSIONERS
P.O. BOX 1010
FRENANDINA BEACH, FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Mary Radaszewski

Mary Radaszewski