

# AGREEMENT TO PURCHASE POLITICAL ADVERTISING AVAILABILITIES

1. System and location: Comcast New North ("Comcast" or "System")

2. I, Kevin Herman (being or on behalf of) Colorado Conservation Voters, a legally qualified candidate of the \_\_\_\_\_ political party for the office of \_\_\_\_\_ in the general [primary or general] election to be held on Nov 4, 2008 do hereby request to purchase political advertising time on channels CON, Fox News, TBS, TNT, USA, Discovery, MSNBC, Headline News as follows:

LENGTH OF TELECAST	HOUR	DAYS	TIMES PER WEEK	TOTAL NO. WEEKS	RATE AND CLASS OF TIME
<u>30 seconds</u>		<u>12</u>	<u>500</u>	<u>1 week and 5 days</u>	<u>Tier 1: 6 networks</u> <u>10 x day</u> <u>5 x 9a-4p</u> <u>5 x 4p-7p</u> <u>Tier 2: 2 networks</u> <u>5 x 9a-4p</u> <u>5 x 4p-7p</u>
DATE OF FIRST TELECAST		DATE OF LAST TELECAST		TOTAL CHARGES:	
<u>Sept 12, 2008</u>		<u>Sept 24, 2008</u>		<u>\$37,740</u>	

3. The telecast time will be used by 30 second Colorado Conservation Voters ad.

4. I represent that the advance payment for the above-described telecast time has been furnished by Colorado Conservation Voters and that Comcast is authorized to describe that sponsor in its log and to announce the advertisement as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is: ( ) a corporation; ( ) a committee; () an association; or ( ) other unincorporated group. The names and offices of the chief executive officers are: Carrie Doyle

5. I understand that: If the time is to be used by the candidate within 45 days of a primary or primary runoff election, or within 60 days of a general or special election, the above charges represent the lowest unit charge ("LUC") of the system for the same class and amount of time for the same period; if the use is by a person or entity other than the candidate or is by the candidate but outside the aforementioned 45 or 60 day periods, the above charges do not exceed the charges made for comparable use of such system by other users.

6. I agree that use of the System for the above-stated purposes will be governed by the Communications Act of 1934, as amended, and the FCC's rules and regulations, and Comcast's Terms and Conditions attached hereto. I further agree to indemnify and hold harmless Comcast for any damages or liability that may ensue from the performance of the above-stated telecasts. I also agree to prepare a script or transcription, which will be delivered to the System at least \_\_\_\_\_ days before the time of the scheduled telecasts. (Note: the two preceding sentences do not apply if a candidate is using the time).

7. By: [Signature] Date: 9/9/2008  
(Candidate, Supporter or Agent)

8. Accepted  or Rejected \_\_\_\_\_ by [Signature] Title \_\_\_\_\_