SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on March 1, 2016, by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC (the "Company") and Chapel Trail Owners Association, Inc. (the "Association") who owns, has control over or operates certain real estate and improvements thereon located at 100 NW 202nd Avenue Pembroke Pines, FL 33026 (the "Premises"), commonly known as "Chapel Trail," consisting of 3,676 residential units.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Pembroke Pines, Florida (the "Franchise Area"). The Association desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

- a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the mutually agreed upon demarcation points located at the Premises (the "Demarcation Points") including but not limited to distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices (collectively, the "Company Wiring"). The Company will install additional fiber optic nodes at the Premises necessary for the Company to distribute the Services to the Premises as determined by the Company in its sole discretion. The Association shall provide electrical power for such fiber optic nodes if requested by the Company. Installation and use of the wiring after the Demarcation Points necessary to provide the Services to the individual single family homes shall be contained in contracts between the Company and the individual residents. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.
- b) <u>Use and Maintenance of Wiring</u>. The Association has the authority to grant and does hereby grant to the Company during the term hereof the right to install, operate, maintain, repair, replace and remove, as necessary, the Company Wiring on the Premises. Neither the Association nor any third party shall tap into, use or otherwise interfere with the Company Wiring or any portion thereof for any purpose.

- c) <u>Damages to Premises</u>. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance, repair or removal of the Company Wiring except as otherwise provided in this Agreement.
- d) Ownership of Wiring. Except as provided for in this Agreement, the Company Wiring is and will remain the personal property of the Company.
- 2. <u>Bandwidth Usage Review</u>. If requested by the Association, once every 3 months during the term of this Agreement, the Company shall review the video and Internet bandwidth usage at the Company's fiber optic nodes at the Premises. In the event the bandwidth usage at the Premises equals or exceeds 80% utilization as measured by the Company over a 10 day time period during the preceding calendar year, the Company shall, in its sole discretion, take the steps necessary to ensure the bandwidth usage for the Company's video and Internet services at the Premises is less than 80% utilization.
- 3. <u>Easement</u>. The Association has the authority to grant and does hereby grant to the Company non-exclusive easement to operate the Company Wiring (the "Easement"). The Association hereby agrees to execute the form of easement attached hereto as Exhibit A.
- 4. Access. The Association shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling, connecting, or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Association shall supply the unit numbers of residents at reasonable intervals. The Association shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services provided however the Association shall have no liability for any such unauthorized possession or reception by the residents.
- 5. <u>Delivery of Services</u>. The Association has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Association shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
- 6. Fees and Charges for Services. Additional terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in the Bulk Bill Addendum attached hereto between the Association and the Company. Except as set forth in the Bulk Bill Addendum, the Association assumes no liability or responsibility for service charges contracted for by individual residents. All billing and collections for service charges incurred by individual residents will be accomplished by the Company.

7. Customer Service.

- a) The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week.
- b) The Company shall use reasonable efforts to route calls originating from the Premises to the Company to Company representatives designated to provide assistance to residents receiving certain Services under a bulk billed agreement to the extent Company maintains such representatives. Notwithstanding the foregoing, the Company shall have the right, in its reasonable discretion, to route calls to any location which it routes incoming calls from Pembroke Pines, FL as the Company deems appropriate to comply with applicable law or its franchise agreement with the Franchise Authority.
- c) The Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.
- d) The Company will assign a representative (the "Community Account Representative") to the Premises. The Company shall have the right to replace the Community Account Representative with notice to the Association. The Community Account Representative shall meet with an Association representative at the Premises once per month.
- 8. <u>Private Reception Devices</u>. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
- 9. <u>Interference.</u> If any device or facility belonging to a resident, the Association or another provider does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Association or resident, as the case may be.
- 10. <u>Term.</u> This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Association and the Company and their respective successors and assigns for a term of 7 years from the date first set forth above. This Agreement shall renew for periods of month to month unless either party shall provide the other with a minimum 30 days notice of its intention not to renew at the end of the then current term.
- 11. <u>Insurance.</u> The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Within 30 days of the full execution of this Agreement and thereafter upon request, the Company will provide the Association with a certificate evidencing such insurance.

- 12. Indemnification. The Company shall indemnify, defend and hold harmless the Association, its personnel, directors, officers, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation, maintenance or removal of the Company Wiring, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Association shall indemnify, defend and hold harmless the Company, its personnel, directors, officers, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Association, its personnel, directors, agents and representatives in the operation and maintenance of the Premises, the interference with the Services by another provider authorized by the Association to provide its services at the Premises or a breach of this Agreement.
- 13. <u>Limitation of Liability</u>. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Termination.

- a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 45 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 45 day period, commence curing the default within such 45 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 45 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.
- b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

15. Removal of Company Wiring.

- a) Upon expiration or termination of this Agreement for any reason, the Company shall have a period of 6 months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by such removal.
- b) Any portion of the Company Wiring remaining on the Premises after the period set forth in this section for its removal shall be deemed abandoned, and ownership shall vest in the Association "AS IS" and the Company shall have no further liability for the Company Wiring.

- 16. <u>Dispute Resolution</u>. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises is located, without regard to its choice of law principles. The venue for any such arbitration will be in the county where the Premises is located. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees.
- 17. Marketing Support. The term "Marketing Support" shall mean the Association, at the Company's request, shall provide an opportunity, at least, once every 6 months to be permitted to set up a table, display, and/or presentation, for a 1 day period, not to exceed 8 hours on such day for the Company's presentation of the Company's marketing materials for the Company's services to existing and prospective residents. The dates, times and locations at the Premises shall be mutually agreed to by the parties. Marketing materials may include, at the Company's discretion, brochures, channel lineups , service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company, at the Company's expense. The Association shall not market the Services of other providers on the Premises regardless of the method used to provide such Services
- The Company shall provide 20 outlet(s) at no charge 18. Common Area Courtesy Video Outlet. to the Association at mutually agreed upon location(s) at the Premises with Digital Starter level of service (the "Video Courtesy Outlets"). The Association acknowledges and agrees that it is prohibited by federal copyright law, and the Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Premises. The Association hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Premises, nor permit any other person to do so. In the event the Association engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, the Company may terminate the Video Courtesy Outlets. The Association shall return any equipment provided by the Company for use with the Video Courtesy Outlets within 10 days of the expiration or termination of this Agreement. The Association shall reimburse the Company for the Company's costs to replace any receivers or remotes issued to the Association that are lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

19. Common Area Courtesy Internet Outlet. The Company shall provide 10 outlet(s) at no charge to the Association with Performance level of service at mutually agreed upon location(s) at the Premises ("Internet Courtesy Outlets"). The Association agrees to be bound by the terms and conditions of the Comcast High Speed Internet Service subscriber agreement (as modified from time to time by Company, the "Internet Subscriber Agreement") and the Comcast High Speed Internet Acceptable Use Policy (the "AUP") as applied to the Internet Courtesy Outlet. A copy of the current Internet and available Subscriber Policy AUP is www.comcast.com/Corporate/Customers/Policies/Policies.html. The Association shall not connect the Internet Courtesy Outlets to wireless equipment, such as wireless access points without the express written consent of the Company. The Association shall return any equipment provided by the Company for use with the Internet Courtesy Outlets within 10 days of the expiration or termination of this Agreement. In the event the Association engages in, authorizes or permits a violation(s) of this subsection, the Internet Subscriber Agreement and/or AUP, in addition to any other remedies available at equity or at law, Company may terminate the Internet Courtesy Outlets. The Association shall reimburse the Company for the Company's costs to replace any equipment issued to the Association that is lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

20. Miscellaneous.

- a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.
- b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Association sells, assigns, transfers or otherwise conveys the Premises to a third party, the Association shall give the Company prior written notice of such change of ownership or control. The Association shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.
- c) <u>Applicable Law</u>. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.
- d) <u>Invalidity</u>. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- e) <u>Recording</u>. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) <u>Notices.</u> All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Association:

Chapel Trail Owners Association, Inc. c/o American Management Group, LLC 9050 Pines Boulevard, Suite 480 Pembroke Pines, FL 30024

Attn.: President

With a copy to:

Becker & Poliakoff, P.A. 625 N. Flagler Drive 7th Floor West Palm Beach, FL 33401 Attn.: Mark D. Friedman, Esq.

If to the Company:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington,

LLC

789 International Parkway _____ Sunrise, FL 33325

Attn.: XFINITY Communities

With a copy to:

Comcast Cable Communications, LLC One Comcast Center Philadelphia, PA 19103 Attn.: General Counsel

g) <u>Confidentiality</u>. Subject to Section 19(e) and except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Association or the Company to reasonably conduct its business.

- h) <u>Entire Agreement; Amendments.</u> All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.
- i) <u>Authority.</u> Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ASS	ሰርፕ	ΔT	ION

WITNESS/ATTEST: Chapel Trail Owners Association, Inc.

Name: Mauricio Musia

By: Name: Jacquelinge Tarrero
Title: President

COMPANY

ATTEST: Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

Name: June talker

Name: Amy Smith 3-21-16

Title: Regional Senior Vice President Florida

Region

STATE OF Florida)
COUNTY OF Brownd)
The foregoing instrument was acknowledged before me this 4 day of Morch, 2016 by Socqueline Terrore, the President of Chapel Trail Owners Association, Inc., on behalf of said entity. He/she is personally known to me or has presented N/A (type of identification) as identification and did/did not take an oath.
Witness my hand and official seal.
(Print Name) Notary Public
My commission expires: 1/15/19 ERIK LEVIN Notary Public - State of Florida Commission # FF 190377 My Comm. Expires Jan 15, 2019 Bonded through National Notary Assn. COUNTY OF Palm Deach
The foregoing instrument was acknowledged before me this day of Manch, 201 by Amy Smith, the Regional Senior Vice President Florida Region of Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, on behalf of said entity. He/She is personally known to me or has presented (type of identification) as identification and did/did not take an oath.
Witness my hand and official seal.
MY COMMISSION & FF 168222 EXPIRES: February 9, 2019 Bonded Thru Notery Public Underwriters My Commission expires: 2/9/2019
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EXHIBIT A (see attached)

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GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated March 1, 2016, is made by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, with an address of, 789 International Parkway, Sunrise FL 33325 its successors and assigns, hereinafter referred to as "Grantee" and Chapel Trail Owners Association, Inc., with an address of c/o American Management Group, LLC, 1806 N Flamingo Rd, Suite 435, Pembroke Pines FL 30028 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Services Agreement dated March 1, 2016, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time subject to the terms of the Services Agreement a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located at 100 NW 202nd Avenue, Pembroke Pines, FL 33026 in Broward County, Florida described as follows:

LEGAL DESCRIPTION: (See Attached)

The Grantor(s) agree(s) for itself and its heirs, successors and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with he Premises for the term of the Services Agreement and for a period of 6 months thereafter. This Easement supersedes any and all prior easements, including but not limited to the easement granted by the Grantor in favor of the Grantee as successor-in-interest to Comcast of Florida, with respect solely to the Premises all of which are hereby released of record.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Chapel Trail Owners Association, Inc.

Name: Mauricio Wheth

By:
Name: Suguline Terren
Title: President

WITNESS/ATTEST:

Name: Erik Levin

GRANTEE

WITNESS/ATTEST:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

Name: June Carner

Name: Amy Smith

Title: Regional Senior Vice President Florida Region

WITNESS/ATTEST:

Name Among Munent

STATE OF Florida COUNTY OF Broward Ss.	
The foregoing instrument was acknowledged before by <u>Jacqueline Terrero</u> , the <u>free</u> Owners Association, Inc., on behalf of said entity	of Chapel Trail
My commission expires: 1/15/19	Erik Cevin Notary Public (Print Name)
STATE OF FORMOR COUNTY OF PAIM BEAUT	Notary Public - State of Florida Commission # FF 190377 My Comm. Expires Jan 15, 2019 Bonded through National Notary Asso
The foregoing instrument was acknowledged before by Amy Smith, the Regional Senior Vice Presider Colorado/Florida/Michigan/New Mexico/Pennsylentity. He/She is personally known to me or has pof identification) as identification and did/did not	nt Florida Region of Comcast of Ivania/Washington, LLC, on behalf of said presented(type
Witness my hand and official seal. KIMM. MECIA MY COMMISSION # FF 169222 EXPIRES: February 9, 2019 Sonded Thru Notary Public Underwriters My Commission expires: 2/9 2019	The M. Meola Notary Public (Print Name)

LEGAL DESCRIPTION

Legal Description: CHAPEL TRAIL II 112-16 BPOR PAR G&POR VACATED R/W FOR NW 208 AVE

DESC AS COMM E MOST NE COR PAR GS2136.52 TO P/C NO.26 ON ROADWAY DESC IN OR

25963/690, S 479.16 TO POB,E 120, S45,W 120,N 45

FOLIO#: 513910020012, 513912090011,513911100011, 513911090011, 513915080011, 513912080011,

213914020010, 513914040011, 513914050011, 513914030010

Property Address: 100 N.W. 202nd Avenue, Pembroke Pines, FL 33029

EXHIBIT B

BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on March 1, 2016, by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC (the "Company") and Chapel Trail Owners Association, Inc. (the "Association") who owns, has control over or operates certain real estate and improvements thereon located at 100 NW 202nd Avenue ______ Pembroke Pines, FL 33026 (the "Premises"), consisting of 3,676 residential units. This Bulk Addendum supplements that certain Services Agreement dated March 1, 2016 by and between the Association and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

- 1. The Company currently provides the Video Bulk Service consisting of the channel lineup set forth on Exhibit C-1 attached hereto which is subject to change from time to time to 1 outlet in each of 3,676 units. In addition, to the Video Bulk Service, the Company agrees to provide 2 additional outlets with Digital Adaptor Additional Outlet Service consisting of the channel lineup set forth on Exhibit C-2 attached hereto which is subject to change from time to time. The Association shall pay the Company a monthly per unit service fee for the Video Bulk Service and the Digital Adaptor Additional Outlet Service equal to \$21.58 per unit plus a broadcast TV fee equal to \$3.25 per unit and all applicable taxes and fees. The Association acknowledges and understands that a digital receiver is required to receive the Video Bulk Service and a digital adaptor is required to receive the Digital Adaptor Additional Outlet Service. To the extent that a resident does not have such equipment in their unit as of the effective date of this Bulk Addendum, the Company shall provide each resident with 1 digital receiver, 2 digital adaptors and 3 remote controls per unit.
- 2. Commencing 60 days after the Company provides notice of activation of the Upgraded Video Bulk Service to the Association, the Company agrees to provide the Upgraded Video Bulk Service to 2 outlets in each of 3,676 units. The Upgraded Video Bulk Service will consist of (a) the channel lineup set forth on Exhibit C-3 attached hereto which is subject to change from time to time, (b) the HD Technology Fee, (c) AnyRoom DVR Service with the X1 platform for the primary outlet and (d) 1 outlet with Digital Additional Outlet Service with the X1 platform. In addition to the Upgraded Video Bulk Service, the Company agrees to provide 1 additional outlet with Digital Adaptor Additional Outlet Service consisting of the channel lineup set forth on Exhibit C-4 attached hereto which is subject to change from time to time. The Association shall pay the Company a monthly per unit service fee for Upgraded Video Bulk Service and the and the Digital Adaptor Additional Outlet Service equal to \$38.75 per unit(s) plus a broadcast TV fee equal to \$3.25 per unit and all applicable taxes and fees. The Association acknowledges and understands that a high definition digital receiver is required to receive the Upgraded Video Bulk Service and a high definition digital adaptor is required to receive the Digital Adaptor Additional Outlet Service. To the extent that a resident does not have such equipment in their unit as of such date, the Company will provide to each resident 1 master high definition digital receiver, 1 client high definition digital receiver, 1 high definition digital adaptor and 3 remote controls per unit.

- 3. The total of the monthly per unit(s) service fee and the broadcast TV fee may be increased by the Company upon 30 days written notice and such increase shall not exceed 3% per year.
- 4. Commencing 60 days after the Company provides notice of activation of the Upgraded Video Bulk Service to the Association, the Company agrees to provide the Internet Bulk Service to 1 outlet in each of 3,676 units. The Internet Bulk Service will consist of the Company's Blast! tier of Xfinity High Speed Internet Service with a download speed of 75 Mbps and an upload speed of 20 Mbps. The Association acknowledges and agrees that such speeds cannot be guaranteed to the extent that they are affected by circumstances beyond the Company's reasonable control, including but not limited to: Internet traffic, the server speed of the website accessed, the end user's hardware and software configuration, and Internet traffic on the end user's home network. In the event the Company increases the High Speed Internet data speeds currently offered under the Blast! tier, the Association shall receive such increased speeds at no additional monthly cost. The Association shall pay the Company a monthly per unit service fee for Internet Bulk Service equal to \$24.50 per unit plus all applicable taxes and fees. The Internet Bulk Service does not include network interface cards or any other customer premises equipment ("CPE"). The CPE, including the personal computer, must meet the minimum specifications as provided in Exhibit D attached hereto. The monthly per unit service fee may be increased by the Company upon 30 days written notice by not more than 3% per year. The Association acknowledges and understands that a wireless gateway is required to receive the Internet Bulk Service. To the extent that a resident does not have such equipment in their unit as of such date, the Company will provide to each resident 1 wireless gateway.
- 5. The resident shall be required to enter into a separate agreement with the Company accepting responsibility for the digital receiver(s), digital adapter(s), remotes, wireless gateway and any services purchased which are additional to the Video Bulk Service, Upgraded Video Bulk Service and the Internet Bulk Service. If a resident refuses to enter into such agreement or violates such agreement, the Company shall only be required to provide those portions of the Video Bulk Service, Upgraded Video Bulk Service or the Internet Bulk Service, which do not require a digital receiver, digital adapter or wireless gateway without any reduction in the monthly per unit(s) service fee. The type of digital receiver, digital adapter, remote and wireless gateway provided to the residents shall be at the Company's sole discretion. For a period of 90 days after the Company provides notice of activation of the Upgraded Video Bulk Service to the Association, the Company will provide personnel that if requested by the unit resident will install the digital receivers, digital adapter and wireless gateway provided as part of the Upgraded Video Bulk Service and Internet Bulk Service at no cost to the unit resident. The installation of any other equipment or Additional Services will be at the Company's then current installation fees.
- 6. In the event of a total interruption of the Video Bulk Service, Upgraded Video Bulk Service or the Internet Bulk Service to the entire Premises due to circumstances within the reasonable control of the Company for a period of time exceeding 48 hours the Company shall, upon the request of the Association and the Company's verification of the interruption, issue a pro-rata credit for the monthly per unit service fee for the Video Bulk Service, Upgraded Video Bulk Service or the Internet Bulk Service for the duration of the interruption.

- 7. Monthly per unit(s) service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to administrative fees if not paid within 15 calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to the Association in the event payment of the monthly per unit(s) service fee remains unpaid for 60 days.
- 8. The Association agrees to be bound by the terms and conditions of the Company's residential customer agreement for the Company's high-speed Internet service (as modified from time to time by the Company, the "Customer Agreement") and the Company's acceptable use policy for the Company's high-speed Internet services (as modified from time to time by the Company, the "AUP"). A copy of the current Customer Agreement and AUP is available at www.comcast.com/Corporate/Customers/Policies/Policies.html. The Company shall not be in breach of this Addendum or the Agreement for denying Bulk Internet Service to the Association in the event the Association violates the Customer Agreement or AUP.
- 9. The Company's obligations under this Agreement with respect to the Internet Bulk Service are in lieu of all warranties of any kind, whether expressed or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and noninfringement and subject to all limitations of liability and disclaimers of warranties set forth in the Customer Agreement as if fully set forth herein.
- 10. Any hearing impaired or legally blind unit owner who does not occupy the unit with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnect fees, penalties or subsequent service charges, or any unit owner receiving supplemental security income under Title XVI of the Social Security Act or food assistance as administered by the Department of Children and Family Services pursuant to s. 414.31, may discontinue the video service without incurring disconnect fees, penalties, or subsequent service charges, and, as to such units, the owners are not required to pay any operating expenses charge related to such service, pursuant to F.S. §720.309(2)(b).
- 11. The Association acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. The Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to the Association or anyone claiming through the Association. The Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company.
- 12. In addition to the Video Bulk Service, Upgraded Video Bulk Service and Internet Bulk Service, the Company may provide to individual residents certain optional services and equipment, including, but not limited to, multi-channel video, Internet and voice services ("Additional Services"). Additional Services will be addressed in separate agreements with individual unit residents. The Association assumes no liability or responsibility for charges for Additional Services contracted for by individual residents.
- 13. During the term of the Agreement, and subject to applicable law, the Company agrees to extend a promotional offer to the residents of the Premises for the Xfinity Digital Voice Unlimited of

\$25.00 per month plus applicable taxes and fees for the recurring monthly charge for such service. The Association acknowledges this promotional rate shall be subject to increase in the event of an increase to the retail rate of the Xfinity Digital Voice Unlimited service. The Company, unless otherwise required by applicable law, shall not be required to provide or offer any other promotional discounts for such service or packages that include such service or to offer such promotional offer to any resident who fails to pay for such service or for any other Additional Services subscribed to by such resident.

- 14. This Bulk Addendum shall be effective as of the date set forth above and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by either party for any reason, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.
- 15. The Association may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.
- 16. On or after the fifth anniversary date of the Agreement, if requested by the Association in writing, the parties shall negotiate in good faith an upgrade of the Upgraded Video Bulk Service and the Internet Bulk Service, including the equipment provided as part of such Services. The Association acknowledges any negotiated upgrades to the existing Upgraded Video Bulk Service and Internet Bulk Service, including the equipment used with such services, may result in a change to the then current monthly per unit service fees paid by the Association.

The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

ASSOCIATION

WITNESS/ATTEST

Chapel Trail Owners Association, Inc.

Name: MAURICIO MUELA

Name: Vacqueline

Title:

COMPANY

ATTEST:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

Name: June Tarun

Name: Amy Smith

Title: Regional Senior Vice President Florida

Region

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EXHIBIT C-1 Digital HD Starter Channel Lineup

		EXHIBIT	C-1	1 Digital HD Starter Channel Lineup				
SD	<u>HD</u>	STATION	SD	HD	STATION	SD	<u>HD</u>	STATION
1		VIDEO ON DEMAND	68	427	SYFY	801		HIT LIST
2	438	WPBT (PBS MIAMI)	69	473	MTV	802		HIP-HOP AND R&B
3	436	WBFS (MY NETWORK TV)	70		GAC	1		, 22
4	433	WFOR (CBS)	71	474	VH1	803		MCU
5	471	QVC	72	475	BET	804		DANCE ELECTRONICA
6	432	WTVJ (NBC)	75	476	CMT	805		RAP
7	445	WSVN (FOX)	78		GOVERNMENT ACCESS CV NETWORK	806		HIP-HOP CLASSIC
8	445	WGEN (GENTV) WLTV (UNIVISION)	82 104		CSPAN2	807		THROWNBACK JAMZ
9 10	442 431	WPLG (ABC)	105		CSPAN3	808		R&B CLASSIC
11	435	WSFL (THE CW)	111	387	INVESTIGATION	809		R&B SOUL
12		WIAN (MUNDOFOX)			DISCOVERY	810		GOSPEL
13	441	WSCV (TELEMUNDO)	114	377	BBC AMERICA	811		REGGAE
14		CSPAN	115	464	BIO	812		CLASSIC ROCK
16	437	WPXM (ION)	116	388	H2	i		
17	487	WLRN (PBS MIAMI)	119 128	465	LMN PBS KIDS SPROUT	813		RETRO ROCK
18		TELEMIAMI	137	389	HALLMARK CHANNEL	814		ROCK
19 20	444	WBEC (BECON) WXEL (PBS WPB)	149	503	MOVIEPLEX	815		METAL
21	~ ~	WHET (TBN)	162	464	G4	816		ALTERNATIVE
22	440	WSBS (MEGA)	166		FEARNET	817		CLASSIC ALTERNATIVE
23	443	WAMI (TELEFUTURA)	173	463	TV ONE	818		ADULT ALTERNATIVE
24	447	HSN	177		TV GUIDE NETWORK	819		SOFT ROCK
25	439	WGN AMERICA	201		WPBT-V-ME WPBT-CREATE	820		POP HITS
26	420	USA	202		WXEL (V-ME)	821		90's
27 28	380 423	THE WEATHER CHANNEL CNN	204		WXEL (CREATE)	822		80's
29	397	HLN	205		WXEL (TFC)	823		70's
30	399	MSNBC	209		WPLG-LATV	1		
31	470	CNBC	216		WTVJ-NBC MIAMI	824		SOLID GOLD OLDIES
32	428	FOX NEWS CHANNEL	1		NONSTOP	825		PARTY FAVORITES
33/252		TRUTV	220		WSVN-ESTRELLA TV	826		STAGE SCREEN
34	403	ESPN	224 225		WSFL-AZTECA AMERICA WSFL-ANTENNA TV	827		KIDZ ONLY
35 36	404 405	ESPN2 GOLF CHANNEL	225		WSFL-THIS TV	828		TODDLER TUNES
37	448	NBC SPORTS NETWORK	229		WSCV-EXITOS	829		TODAY'S COUNTRY
38	402	SUN SPORTS	298		FREE MOVIES ON DEM.	830		TRUE COUNTRY
39	401	FS FLORIDA	578		HOMETOWN TV	831		CLASSIC COUNTRY
40	450	SPEED	189		GMC	832		CONTEMPORARY CHRISTIAN
41/277		CSS	239		JEWISH LIFE TELEVISION EWTN	833		SOUND OF THE SEASONS
42	407	TNT	243 251	400	BLOOMBERG	834		SOUNNDSCAPES
43 44	421 451	TBS FX	231	409	UNIVERSAL	835		SMOOTH JAZZ
46/186		SHOPNBC		411	PALLADIA			
47	429	AMC		412	VELOCITY	836		JAZZ
48		TV LAND	256	468	HALLMARK MOVIE CHNI			BLUES & SHAING
49/188		JEWELRY TV	534		MOVIES ON DEMAND	838		SINGER & SWING
50	382	NICKELODEON	540 600		ADULT ON DEMAND XFINITY LATINO	839		EASY LISTENING
51 52/124	384 381	DISNEY CHANNEL CARTOON NETWORK	668		MUN2	840		CLASSICAL MASTERPIECES
52/124	383	ABC FAMILY	886		ENTERTAINMENT ON	841		LIGHT CLASSICAL
54	426	ANIMAL PLANET			DEMAND	842		MUSICA URBANA
55	424	DISCOVERY CHANNEL	887		SHOPPING ON DEMAND	843		POP LATINO
56	425	TLC	892		JOBS BY MONSTER	844		TROPICALES
57	458	TRAVEL CHANNEL	999		COMCAST HELP VIDEOS	845		MEXICANA
58	457	El				846		ROMANCE
59/118	3 461 414	STYLE FOOD NETWORK	1			3.0		.
60 61	414 415	HGTV						
62	459	LIFETIME						
63	452	SPIKE						
64	410	A&E				\mathbf{H}		
65/120		HISTORY						
66	430	BRAVO						
67	453	COMEDY CENTRAL		_				



Exhibit C-2 DTA Line Up

				1 .	
Channel	SD	Channel	SD	Channel	SD
WPBT (PBS - MIAMI)	2	FOX NEWS CHANNEL	44	WETV	117
WPTV (NBC)	3	SYFY	45	LMN	119
WTVX (THE CW)	4	E!	46	OWN	125
HSN	5	USA	47	SPROUT	128
PBS WXEL	6	TNT	48	MOVIEPLEX	149
WGN (IND - CHICAGO)	7	TBS	49	JEWELRY TV	188
WPXP (ION)	8	TLC	50	UP	189
WPEC (CBS)	9	HISTORY	51	Create (WXEL)	201
WPBF (ABC)	10	ANIMAL PLANET	52	WXEL WORLD	202
WFLX (FOX)	11	DISCOVERY CHANNEL	53	V-ME (WXEL)	203/617
QVC	12	A&E	54	CREATE (WPBT)	204
WFGC (CTN)	13	AMC	55	V-ME (WPBT)	205/614
WTCE (TBN)	14	BRAVO	56	ESTRELLA TV (WPBF)	208/616
WTCN (MYNETWORK)	15	HALLMARK CHANNEL	57	ME TV (WPTV)	216
WHDT	17	THE WEATHER CHANNEL	58	BOUNCE TV (WFLX)	220
LOCAL GOVERNMENT	18	DISNEY CHANNEL	59	EXITOS (WSCV)	229/607
WBEC (BECON)	19	CARTOON NETWORK	60	MUNDOFOX (WBWP)	231
GOVERNMENT ACCESS	20	NICKELODEON	61	MI PUEBLO TV	233
WWHB (Azteca)	21	TV LAND	62	EDUCATIONAL	234/235
WSCV (TELEMUNDO)	22	LOCAL ORGINATION	63	EWTN	243
ABC FAMILY	23	BET	64	HALLMARK MOVIE	256
LIPETIME	24	VH1	65	636 MUN2	636
TRUTV	25	FX	66	NBC SPORTS	730
HGTV	26	TRAVEL CHANNEL	67		
GOVERNMENT ACCESS	27	HSN 2	79		
FOOD NETWORK	29	SHOPHQ	80/280		
MTV	30	CMT	81/146		
SPIKE	31	C-SPAN2	82/104		
ESPN	33	OXYGEN	83/123		
ESPN2 SUN SPORTS	34 35	ESQUIRE	84/118		
GOLF CHANNEL	36	C-SPAN TV GUIDE NETWORK	97 98	4	
FS FLORIDA	37	BLOOMBERG	103		
				1	
UNIVISION	38	C-SPAN3	105		
COMEDY CENTRAL	39	FOX BUSINESS NEWS NEW!	106		
CNN	40	INVESTIGATION DISCOVERY	111		
HLN	41	BBC AMERICA	114		
MSNBC	42	FYI	115		
CNBC	43	H2	116		

EXHIBIT C-3 Digital HD Starter Channel Lineup

		EXHIBIT			HD Starter Channel L			
<u>SD</u>	<u>HD</u>	STATION	SD	<u>HD</u>	STATION	<u>SD</u>	<u>HD</u>	STATION
1		VIDEO ON DEMAND	68	427	SYFY	801		HIT LIST
2	438	WPBT (PBS MIAMI)	69	473	MTV			
3	436	WBFS (MY NETWORK TV)	70		GAC	802		HIP-HOP AND R&B
4	433	WFOR (CB5)	71	474	VH1	803		MCU
5	471	QVC	72	475	BET	804		DANCE ELECTRONICA
6	432 445	WTVJ (NBC) WSVN (FOX)	75 78	476	CMT GOVERNMENT ACCESS	805		RAP
8	445	WGEN (GENTV)	82		CV NETWORK	806		HIP-HOP CLASSIC
9	442	WLTV (UNIVISION)	104		CSPAN2	807		THROWNBACK JAMZ
10	431	WPLG (ABC)	105		CSPAN3	808		R&B CLASSIC
11	435	WSFL (THE CW)	111	387	INVESTIGATION	809		R&B SOUL
12		WJAN (MUNDOFOX)		077	DISCOVERY	810		GOSPEL
13 14	441	WSCV (TELEMUNDO) CSPAN	114 115	377 464	BBC AMERICA BIO	811		REGGAE
16	437	WPXM (ION)	116	388	H2	812		CLASSIC ROCK
17	487	WLRN (PBS MIAMI)	119	465	LMN	813		RETRO ROCK
18		TELEMIAMI	128		PBS KIDS SPROUT	814		ROCK
19		WBEC (BECON)	137	389	HALLMARK CHANNEL	815		METAL
20	444	WXEL (PBS WPB)	149		MOVIEPLEX	816		ALTERNATIVE
21 22	440	WHFT (TBN) WSBS (MEGA)	162 166	464	G4 FEARNET	817		CLASSIC ALTERNATIVE
22	440	WAMI (TELEFUTURA)	173	463	TV ONE			•
24	447	HSN	177		TV GUIDE NETWORK	818		ADULT ALTERNATIVE
25	439	WGN AMERICA	201		WPBT-V-ME	819		SOFT ROCK
26	420	USA	202		WPBT-CREATE	820		POP HITS
27	380	THE WEATHER CHANNEL	203		WXEL (V-ME)	821		90's
28 29	423 397	CNN	204 205		WXEL (CREATÉ) WXEL (TFC)	822		80's
30	399	HLN MSNBC	209		WPLG-LATV	823		70's
31	470	CNBC	216		WTVJ-NBC MIAMI	824		SOLID GOLD OLDIES
32	428	FOX NEWS CHANNEL			NONSTOP	825		PARTY FAVORITES
33/252	398	TRUTV	220		WSVN-ESTRELLA TV	826		STAGE SCREEN
34	403	ESPN	224		WSFL-AZTECA AMERICA	827		KIDZ ONLY
35 36	404 405	ESPN2 GOLF CHANNEL	225 226		WSFL-ANTENNA TV WSFL-THIS TV	828		TODDLER TUNES
37	448	NBC SPORTS NETWORK	229		WSCV-EXITOS	829		TODAY'S COUNTRY
38	402	SUN SPORTS	298		FREE MOVIES ON DEM.	830		TRUE COUNTRY
39	401	FS FLORIDA	578		HOMETOWN TV	831		CLASSIC COUNTRY
40	450	SPEED	189		GMC	832		CONTEMPORARY CHRISTIAN
41/277	486	CSS	239		JEWISH LIFE TELEVISION	833		SOUND OF THE SEASONS
42 43	407 421	TNT TBS	243 251	400	EWTN BLOOMBERG			SOUNNDSCAPES
44	451	FX		409	UNIVERSAL	834 835		
46/186		SHOPNBC		411	PALLADIA			SMOOTH JAZZ
47	429	AMC		412	VELOCITY	836		JAZZ
48		TV LAND	256	468	HALLMARK MOVIE CHNL	837		BLUES
49/188 50	201	JEWELRY TV NICKELODEON	534 540		MOVIES ON DEMAND ADULT ON DEMAND	838		SINGER & SWING
51	382 384	DISNEY CHANNEL	600		XFINITY LATINO	839		EASY LISTENING
52/124	381	CARTOON NETWORK	668		MUN2	840		CLASSICAL MASTERPIECES
53	383	ABC FAMILY	886		ENTERTAINMENT ON	841		LIGHT CLASSICAL
54	426	ANIMAL PLANET			DEMAND	842		MUSICA URBANA
55	424	DISCOVERY CHANNEL	887		SHOPPING ON DEMAND	843		POP LATINO
56 57	425 458	TLC '	892 999		JOBS BY MONSTER COMCAST HELP VIDEOS	844		TROPICALES
57 58	458 457	TRAVEL CHANNEL EI	333		COMICWAL HETA AIDEO2	845		MEXICANA
59/118	461	STYLE				846		ROMANCE
60	414	FOOD NETWORK						
61	415	HGTV						
62	459	LIFET)ME	1					
63 64	452 410	SPIKE A&E						
65/126	410 422	HISTORY						
66	430	BRAVO						
67	453	COMEDY CENTRAL						
L								

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Bulk Service Agreement

PREMIUM CHANNELS **

Included in select Big part TV Packages or available at to come with a minimum of Limited Basic and a digital receiver.

HEO WITH HEO ON DEMAND

299 HOO ON DENAND

302 HBD 303 HBQ2

304 HBO SIGNATURE

305 HBG FAMILY

HIDO COMEDY 306

307 H00 (N)

311 HBO ZONE

312 HBO LATINO

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Exhibit C-4 Digital Adapter Service Channel Line-up

2	PBS WPBT
3	WBFS (MY NETWORK TV)
4	WFOR (CBS)
5	QVC WTVJ (NBC)
6 7	WSVN (FOX)
8	WGEN (MUNDFOX)
9	WLTV (UNIVISION)
10	
11	
12	
CH	IANNEL
13	WSCV (TELEMUNDO)
14	CSPAN
16	
17	- •
19	
20	•
21	* *
22	WSBS (MEGA) WAMI (UNMAS)
	HSN
_	WGN AMERICA
	S USA
27	
28	3 CNN
29	HLN
30	MSNBC
3:	L CNBC
3:	
33	3/252 TRUTV
34	
3	
1 -	GOLF CHANNEL NBC SPORTS NETWORK
3	
_	FS FLORIDA
1	FOX SPORTS
4	
	3 TBS
	4 FX
4	7 AMC
4	8 TV LAND
	9/188 JEWELRY TV
5	
1 -	1 DISNEY CHANNEL
L	2/124 CARTOON NETWORK
	3 ABC FAMILY
1 -	4 ANIMAL PLANET 5 DISCOVERY CHANNEL
1 -	5 DISCOVERY CHANNEL 6 TLC
- 1	7 TRAVEL CHANNEL
_	8 El
	9/118 ESQUIRE NETWORK
	0 FOOD NETWORK
	1 HGTV
6	2 LIFETIME
6	3 SPIKE

6	
	A&E
	HISTORY
66	
67	COMEDY CENTRAL
68	SYFY
69	MTV
70	GAC
71	VH1
72	BET
75	CMT
80	HSN
82	TEVEO (WJAN)
102	BLOOMBERG
103	OWN
104	C-SPSN2
105	CSPAN3
106	FOX BUSINESS NETWORK
111	INVESTIGATION DISCOVERY
114	BBC AMERICA
115	FYI
116	H2
117	WETV
119	LMN
123	OXYGEN
128	PBS KIDS SPROUT
137	HALLMARK CHANNEL
149	MOVIEPLEX
173	TV ONE
177	TV GUIDE NETWORK
189	UPLIFTING ENTERTAINMENT
201	WPBT-V-ME
202	WPBT-CREATE
203	WXEL-V-ME
204	WXEL - CREATE
205	WXEL WORLD
209	WPLG-LATV
210	WPLG – LIVE WELL
NETWO	ORK
216	WTVJ-NBC MIAMI NONSTOP
220	WSVN-ESTRELLA TV
224	WSFL-AZTECA AMERICA
225	WSFL-ANTENNA TV
226	WSFL-THIS TV
229	WSCV-EXITOS
239	JEWISH LIFE TELEVISION
243	EWTN
256	HALLMARK MOVIE CHANNEL
601	GALAVISION
668	MUN2
728	FXX

HIGH DEFINITION
438 HD PBS WPBT
436 HD MY NETWORK TV
433 HD CBS WFOR
471 HD QVC
432 HD NBC WTVJ
434 HD FOX WSVN
445 HD MUNDOFOX WGEN
442 HD UNIVISION WLTV
431 HD ABC WPLG
435 HD THE CW WSFL
439 HD AMERICA TEVE WFUN
441 HD TELEMUNDO WSCV
437 HD ION WPXM
487 HD PBS WLRN
444 HD PBS WXEL
440 HD MEGA TV WSBS
443 HD UNINAS WAMI
447 HD HSN

EXHIBIT D CUSTOMER PREMISES EQUIPMENT MINIMUM REQUIREMENTS

Official surspend	
Windows 7	1 GHz or higher 32-bit or 64-bit
Windows XP/2000	300 MHz or higher
Vista	1.5 OHz or higher
Mac OS 10.4 or higher	Power PC G3 or higher
Mining	
Windows 7	1 GB (32-bit) or 2 GB (64-bit
Windows XP/2000	128 MB
Vista	512 MB
Mac OS 10.4 or higher	256 MB
Home Programmer	
Windows 7	16 GB (32-bit) or 20 GB (64-bit)
Windows XP/2000	150 MB
Vista	150 MB
Mac OS 10.4 or higher	100 MB
npc. 10c oc.	
CD-ROM	
08-760	
10/100 Past Ethernet	
l How wa	
Windows: IE 8 (or newer), Firefox 24 (or newer), Safari 5.1.1 (or newer), Google Chrome 31 (or newer)	Mac: Firefox 24 (or newer), Safari 5.1.1 (or newer), Google Chrome 31 (or newer)

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WI-FI HOT SPOT ADDENDUM

This Wi-Fi Hot Spot Addendum to the Services Agreement (the "Wi-Fi Addendum") is entered into on March 1, 2016 by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC (the "Company") and Chapel Trail Owners Association, Inc. (the "Association") who owns, has control over or operates certain real estate and improvements thereon located at 100 NW 202nd Avenue , Pembroke Pines ,FL 33026 (the "Premises"), commonly known as 'Chapel Trail," consisting of 3,676 residential units.

The Company and the Association (collectively, the "Parties") wish to enter a relationship pursuant to which the Company provides the Association with Internet connectivity to certain areas of the Premises for use by authorized end users ("Wi-Fi End User") through the creation and maintenance of one or more wireless "hot spots" using the IEEE 802.11 standard (the "Wi-Fi Service").

This Wi-Fi Addendum supplements the Services Agreement dated, March 1, 2016 (the "Agreement"). Unless expressly stated herein, this Wi-Fi Addendum shall not replace or modify any of the terms set forth in the Agreement and all such terms shall remain in full force and effect.

Now therefore, the Parties, intending to be legally bound, agree as follows:

- 1. <u>Provision of Wi-Fi Hot Spot(s) and Wi-Fi Service</u>. the Company shall provide wireless Internet access (the "Wi-Fi Service") to Wi-Fi End Users using wireless access points and other equipment connected to the Company's High-Speed Internet service through a local area network on the Premises (the "Wi-Fi Hot Spot(s)").
- 2. Operational Responsibility for Wi-Fi Service. The Company shall acquire, install and maintain all equipment required to operate the Wi-Fi Hot Spots (the "Wi-Fi Equipment") to provide the Wi-Fi Service to 3 Access Point(s) at the Premises. The Wi-Fi Equipment does not include any Wi-Fi End User equipment, including, but not limited to, network adapters, Internet access devices (computers, notebooks, PDAs, etc).
- 3. <u>Wi-Fi Equipment</u>. The Wi-Fi Equipment shall remain the personal property of the Company. The Association shall reimburse the Company for the Company's costs to repair or replace, in the Company's sole discretion, any Wi-Fi Equipment that is lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.
- 4. <u>Removal of Wi-Fi Equipment</u>. Upon termination of this Wi-Fi Addendum for any reason, the Company shall have a period of 6 months in which it shall be entitled but not required to remove the Wi-Fi Equipment.
- 5. <u>Wi-Fi Protocol Requirements</u>. The Company shall operate the Wi-Fi Hot Spot(s) using the applicable IEEE 802.11 protocols. Due to potential interference with the Wi-Fi Hot Spot(s), the Association shall not use any other products or services on the Premises that utilize the IEEE 802.11 protocols without the Company's prior written consent.

6. <u>No Modification of Wi-Fi Equipment</u>. The Association shall not attach additional equipment to or in any way modify the Wi-Fi Equipment.

7. Wi-Fi Service.

- a) No Fee for Wi-Fi Service. The Association shall not charge Wi-Fi End Users for access to Wi-Fi Service in any manner including hourly, daily, monthly or other subscription or usage charges without the Company's prior written consent. The Company shall have the right to: (i) charge a fee for the Wi-Fi Service; (ii) require the Wi-Fi End User provide certain information and agree to certain terms and conditions and/or an acceptable use policy to gain access to the Internet service through the Wi-Fi Hot Spot(s); and (iii) limit the usage of the Wi-Fi Service, including but not limited to, throughput, time of day, sessions per day or per month.
- b) Service Definition. The Company shall have the right to define the performance parameters and other components of the Wi-Fi Service, such as data bit rate speed, service quality, number of Wi-Fi End Users supported, customer care and support levels, security features and other service features.
- c) <u>Customer Support</u>. The Company shall provide support to Wi-Fi End Users for the Wi-Fi Service. The Association shall be responsible for notifying the Company of any failure of the Wi-Fi Hot Spot(s) or Wi-Fi Service.
- d) <u>Customer Terms of Use</u>. All Wi-Fi End Users shall be required to agree to certain terms and conditions of service (the "End User Agreement") or similar terms and conditions of service that incorporates the use restrictions as set forth in the Company's Acceptable Use Policy for Comcast High-Speed Internet service (the "AUP"). The Company shall have the right to deny access to the Wi-Fi Service to Wi-Fi End Users who violate the AUP or other terms of service or to any end users who use the Wi-Fi service for commercial purposes.
- e) No Roaming. The Association shall not enter into an agreement with other Internet service providers that allows another provider to access or to permit access by end users to the Wi-Fi Service or Wi-Fi Hot Spot(s) otherwise known as roaming, whether or not the Association receives financial or other compensation for such agreement.
- f) <u>Restriction on Other Derived Services</u>. The Association shall not utilize the Wi-Fi Service or the Wi-Fi Hot Spot(s) for the purpose of deriving, creating or otherwise offering services or applications.
- 8. <u>Use of Comcast Name</u>. The Company shall have the right to use any Comcast trademarks, trade names or service marks or other Comcast branding in connection with sale, marketing or provision of the Wi-Fi Service or its operation of the Wi-Fi Hot Spot(s).
- 9. <u>Warranties</u>. THE WI-FI EQUIPMENT AND THE WI-FI SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS

- OR CONTRACTORS WARRANT THAT THE WI-FI EQUIPMENT OR THE WI-FI SERVICES WILL PROVIDE UNINTERRUPTED USE, OR OPERATE WITHOUT DELAY, OR WITHOUT ERROR. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS. EMPLOYEES. **AGENTS** OR CONTRACTORS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE. NONINFRINGEMENT. **FITNESS FOR** A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.
- Software. When Wi-Fi End Users use certain features of the Wi-Fi Service, such as online features (where available), those features may require special software, or applications. The Company makes no representation or warranty that any software or application installed on Wi-Fi End User equipment, downloaded from the Wi-Fi Service, or available through the Internet does not contain a virus or other harmful feature. It is the Wi-Fi End User's sole responsibility to take appropriate precautions to protect any Wi-Fi End User equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. The Company may, but is not required to, terminate all or any portion of the Wi-Fi Services if a virus or other harmful feature or software is found to be present on Wi-Fi End User equipment. The Company shall not be required to provide any assistance in removal of viruses. The Company makes no representation or warranty that virus check software will detect or correct any or all viruses. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT. The Company does not represent, warrant, or covenant that the installation of any software or applications to access the Wi-Fi Service will not cause the loss of files or disrupt the normal operations of any Wi-Fi End User equipment, including but not limited to Internet access devices (computers, notebooks, PDAs, etc).
- 11. <u>Disruption of Service</u>. The Wi-Fi Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Wi-Fi Service could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. The Company shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Wi-Fi Service, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to the Association or the Premises; inability to obtain access to the Premises; failure of any cable signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Wi-Fi Service.

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- 12. Third Parties. The Association acknowledges and understands that the Company may use third parties to provide the Wi-Fi Hot Spot(s) or the Wi-Fi Service, including without limitation services, equipment, infrastructure or content. The Company shall not be bound by any undertaking, representation or warranty made by third-party providers and suppliers in connection with the installation, maintenance or provision of the Wi-Fi Hot Spot(s) or the Wi-Fi Service, if that undertaking, representation or warranty is inconsistent with the terms of this Wi-Fi Addendum.
- 13. <u>Security and Authentication</u>. The Company shall deploy, manage, operate and upgrade (as appropriate) all security and authentication measures for use of the Wi-Fi Service and the Wi-Fi Hot Spot(s). The Association acknowledges that anonymous users will not be permitted to use the Wi-Fi Service. The Company may administer registration or other appropriate procedures sufficient to enable the Company to identify the Wi-Fi End Users as necessary to address service or abuse of service issues and to comply with applicable law. The Association shall reasonably cooperate with the Company to address service or abuse of services issues on the Premises or to identify Wi-Fi End Users or others attempting to use the Wi-Fi Services on the Premises.
- 14. <u>Limitation on Resale/Redistribution</u>. The Association may not, without the prior written consent of the Company, resell or otherwise make available the Wi-Fi Service to any other wireless service provider or make it otherwise available on any wide area network or similar basis or on any other contiguous geographic basis.
- Security and Abuse. The Association understands and agrees that any activity listed as a 15. prohibited uses and activities in the AUP, including, but not limited to, the following uses or activities shall result in the termination of the Wi-Fi Service to the Wi-Fi End User or in the event of recurring violations termination of the Wi-Fi Service to the Premises: (i) to undertake or accomplish any unlawful purpose; (ii) to transmit unsolicited bulk or commercial messages or "spam" in violation of the law; (iii) to send numerous copies of the same or substantially similar messages, empty messages or messages with contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup or chat service or otherwise engage in any dynamic denial of service attack; (iv) to restrict, inhibit or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Wi-Fi Service, including without limitation, posting or transmitting any information or software which contains a worm, virus or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information; (v) to participate in the collection of e-mail addresses, screen names or other identifiers of others (without their prior written consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including spyware) designed to facilitate this activity; or (vi) failure to comply with bandwidth, data storage, and other limitations on the Wi-Fi Service established by the Company, its affiliates or its suppliers.
- 16. No SMTP Traffic. Anonymous SMTP traffic originating from Wi-Fi End Users is not permitted.
- 17. <u>Indemnification</u>. In addition to and not in lieu of the indemnification obligations set forth in the Agreement, the Association shall indemnify, defend and hold harmless the Company

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and its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns from and against any and all claims (i) asserted by or on behalf of any Wi-Fi End User of the Wi-Fi Service; (ii) arising out of the use of the Wi-Fi Service or Wi-Fi Hot Spot(s), except for claims arising from fees charged to Wi-Fi End Users by the Company.

- Damages. EXCEPT AS SPECIFICALLY PROVIDED IN THIS WI-FI ADDENDUM. COMPANY, ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR THE CONTRACTORS SHALL NOT UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO THE ASSOCIATION, WI-FI END USERS OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS: (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) RELIANCE ON OR USE OF THE WI-FI HOT SPOT(S) OR THE WI-FI SERVICE OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE WI-FI SERVICES (INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION OR FAILURE OF PERFORMANCE OF THE WI-FI SERVICE, THE WI-FI EQUIPMENT OR THE WI-FI END USERS EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF INFORMATION OR DATA); OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE WI-FI EQUIPMENT OR THE WI-FI SERVICES INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- 19. <u>Term and Termination</u>. The term of this Wi-Fi Addendum shall be concurrent with the term of the Agreement.

The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Wi-Fi Addendum.

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IN WITNESS WHEREOF, the Parties have caused this Wi-Fi Addendum to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST

ASSOCIATION

Chapel Trail Owners Association, Inc.

Name: Title:

ATTEST:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

Name:

COMPANY

Name: Amy Smith 3-21-16
Title: Regional Senior Vice President Florida Region

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on March 1, 2016, by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC (the "Company"), and Chapel Trail Owners Association, Inc., (the "Association"), who owns, has control over or operates certain real estate and improvements thereon located at 100 NW 202nd Avenue Pembroke Pines, FL 33026 (the "Premises") consisting of 3,676 units.

WHEREAS, the Company and the Association desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Association a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

- 1. As consideration for the Association entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Association a per unit fee of \$250.00 (total \$919,000.00 (the "Per Unit Compensation")) payable within 90 days after the execution of this Compensation Agreement and Agreement by both parties. The Association shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
- 2. The Association's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
- 3. The Association represents, warrants and covenants to the Company that:
- a) The Association is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
- b) The Association has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
- 4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

- 5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Association, (i) this Compensation Agreement shall terminate immediately, (ii) the Association's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Association shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.
- 6. This Compensation Agreement may not be assigned by the Association, without the prior written consent of the Company.
- 7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.
- 8. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises is located, without regard to its choice of law principles. The venue for any such arbitration will be in the county where the Premises is located. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees.

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All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Association:

Chapel Trail Owners Association, Inc. c/o American Management Group, LLC 9050 Pines Blvd, Suite 480 Pembroke Pines, FL 30024

Attn.: President

With a copy to:

Becker & Poliakoff, P.A. 625 N. Flagler Drive 7th Floor West Palm Beach, FL 33401 Attn.: Mark D. Friedman, Esq.

If to the Company:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington.

LLC

789 International Parkway Sunrise, FL 33325

Attn.: XFINITY Communities

With a copy to:

Comcast Cable Communications, LLC One Comcast Center Philadelphia, PA 19103 Attn.: General Counsel

- Except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Association or the Company to reasonably conduct its business.
- This Compensation Agreement constitutes the entire agreement between the parties 11. regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

12. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSOCIATION

Chapel Trail Owners Association, Inc.

Mauria Winela

WITNESS/ATTEST:

me: Mauricio Mutch

By: Name: Jaegvelipne Jewen

Title: President

ATTEST:

Name: June Tark

COMPANY

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

Vame: Amy Smith

Title: Regional Senior Vice President Florida

Region

CHANNEL AGREEMENT

THIS CHANNEL AGREEMENT (this "Channel Agreement") is made and entered into on March 1, 2016, by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC (the "Company"), and Chapel Trail Owners Association, Inc. (the "Association") who owns, has control over or operates certain real estate and improvements thereon located at 100 NW 202nd Avenue Pembroke Pines, FL 33026 (the "Premises"), consisting of 3,676 residential units.

WHEREAS, the Company and the Association are parties to a(n) Services Agreement dated March 1, 2016 (the "Services Agreement"); and

WHEREAS, in connection with the Services Agreement, the Company agrees to provide channel space on its cable communications system (the "Company Wiring") serving the Premises which will allow the Association to provide information to residents of the Premises and/or perform certain monitoring functions as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Association and the Company hereby agree as follows:

- 1. The Company has installed the equipment which will allow the Association to insert on 1 channel(s) (the "Equipment") on the Company Wiring a modulated video source of non-commercial origin and content (hereafter known as the "Community Channel") for the purpose of monitoring certain areas on and around the Premises and/or inserting non-commercial messages of general interest to the residents of the Premises and for no other purpose. Video will be of a NTSC format (standard video). Audio (if used) will be non-commercial in content. Video and audio shall be technically compatible with the Company Wiring.
- 2. The Association will be responsible for purchasing and maintaining the Equipment and all other equipment necessary for the use and operation of Community Channel.
- 3. The Company, in its sole discretion, shall designate the channel or channels on which the Community Channel will appear. The Company reserves the right to change such channel or channels, in its sole discretion, at any time and for any reason.
- 4. The Association shall not relocate, tamper with or modify any of the Company's equipment located on the Premises.
- 5. The Company shall not be liable to the Association, or to any other person having an interest in the Premises, arising as a result of the installation of the Equipment or for damage to or failure of the Equipment or the Community Channel or for its use or operation.
- 6. The Association shall not use the Equipment or Community Channel for any unlawful purpose, including but not limited to, the transmission of material in violation of any federal, state or local regulation or law including but not limited to, material which is obscene, unlawful,

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defamatory, or which infringes the intellectual property rights of any person. The Company reserves the right to immediately terminate this Channel Agreement and the Community Channel in the event the Association, its agents or representatives engage in any activities in violation of this paragraph or which violate the Company's franchise agreement, any laws, rules or regulations governing the operation of the Company Wiring, or any of the Company's business policies.

- 7. The Association agrees to indemnify, defend and hold the Company harmless from and against any and all claims and expenses (including reasonable attorney fees) resulting from the Association's violation of this Channel Agreement, the use of or inability to use the Community Channel.
- 8. Nothing contained in this Channel Agreement shall be construed to create a partnership, joint venture or other agency relationship between the parties.
- 9. Unless earlier terminated in accordance with the terms and conditions set forth herein, this Channel Agreement shall have a term concurrent with the term of the Services Agreement.
- 10. This Channel Agreement shall be governed and construed in accordance with the substantive laws of the state in which the Premises is located.
- 11. This Channel Agreement may not be modified except by a written instrument signed by both parties.
- 12. If any provision of this Channel Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Channel Agreement shall remain in full force and effect.
- 13. No delay or omission by either party to exercise any right or power which it has under this Channel Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any other breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- 14. This Channel Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of such parties in connection herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Channel Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ASSOCIATION

	Chapel Trail Owners Association, Inc.
Maurice Much Name: Mankicio Mutia	Ву:
Name: Manicias Ivme ig	Title: President

ATTEST:

WITNESS/ATTEST:

Name: June larvay

COMPANY

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

Name: Amy Smith 321-16

Title: Regional Senior Vice President Florida

Region