

## INSTALLATION AND SERVICES AGREEMENT

THIS INSTALLATION AND SERVICES AGREEMENT (this "Agreement") is made and entered into on September 1, 2018, by and between Comcast Cable Communications Management, LLC (the "Company") and Aquarius Condominium Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 2751 S Ocean Drive \_\_\_\_\_ Hollywood, FL 33019 (the "Premises"), commonly known as "Aquarius Condominium," consisting of 269 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Hollywood, Florida (the "Franchise Area"). The Company desires to install, maintain and operate a broadband communications system for the purpose of providing its products and services (collectively, the "Services") to 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 Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). 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 cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit has been installed at the Premises. The Company will reinstall those portions of the Company Wiring and all the cable home run wiring necessary for the Company to distribute the Services to the Premises as described in Exhibit A, Scope of Work (the "Rewiring"). The Association shall cooperate with the Company in the Company's construction and installation of the wiring as set forth in this Section. 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) The System. The System shall consist of the Company Wiring and the cable home run wiring.

c) Use and Maintenance of Wiring. The Association has the authority to grant and does hereby grant to the Company, at the Company's expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Association nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The installation and use of the cable home wiring, consisting of the coaxial wiring after the first splitter within the units, will be contained in contracts between the Company and the individual unit residents. The Company shall have the right to interconnect with

and use any telephony wiring owned or controlled by the Association within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System and any installation of wiring by the Company as provided for in paragraph (a) of this Section except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring is and will remain the property of the Association.

2. Easement. 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 B.
3. Access. The Association shall allow Company personnel carrying the Company-issued identifications 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 twice a year. 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.
4. Delivery of Services. 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.
5. 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 as Exhibit C 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.
6. Customer Service. 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. 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.

7. Private Reception Devices. 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.
8. Interference. If any device or facility belonging to a resident or the Association 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.
9. Term. 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 66 months from the date first set forth above. This Agreement shall automatically renew for successive periods of 24 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Association with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Association, its personnel, directors, 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 or maintenance of the System; any installation of such wiring by the Company as provided for in Section 1 of this Agreement; 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, 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 or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. 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.
13. 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.

14. 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) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 14(a) shall be tolled for as long as the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the Company shall have the right to continue to own and use the Company Wiring and to interconnect with and use the cable home run wiring to provide the Services. Any portion of the Company Wiring remaining on the Premises after the period set forth in this Agreement for its removal shall be deemed abandoned, and ownership shall vest in the Owner "AS IS" and the Company shall have no further liability for the Company Wiring. This Section shall survive the termination of this Agreement.

15. Dispute Resolution. 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 communications 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 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.

16. Marketing Support. The term "Marketing Support" shall include, but not be limited to the Company's presentation of its marketing materials for the Company's services, as set forth in the table below, to existing and prospective residents. The Association shall not enter into any

agreement during the term of this Agreement permitting the marketing of any services similar to the Services on the Premises regardless of the method used to provide such services. The Company shall not conduct door to door solicitations.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Exclusive

17. Website Link The Company shall have the right in its sole discretion to approve any trademark/logo of the Company used by the Association on the Association's website ("Website"), its placement within the Website, and the use of any statements or claims in connection with such trademark/logo or the Company's products and services on the Website. All uses of the Company's trademark/logo made by the Association shall inure to the benefit of the Company. The Association shall not copy or capture any portion of the Company's website or any of its content within frames on the Website, or otherwise present or display the Company's website content or represent the Company's website as the Association's in any manner. The Association shall ensure that the link from the Website to the Company's website connects the visitor to the Company's website unencumbered in any manner.
18. Common Area Courtesy Video Outlet. The Company shall provide 4 outlet(s) at no charge to the Association at the Premises with Digital Starter level of service (the "Video Courtesy Outlet(s)"). The Company may place a sticker or similar signage on or near the displays that receive such complimentary services indicating the services are provided by Comcast. 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 Outlet(s). The Association shall return any equipment provided by the Company for use with the Video Courtesy Outlet(s) 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 1 outlet(s) at no charge to the Association with Performance level of service at the Premises ("Internet Courtesy Outlet(s)"). The Company may place a sticker or similar signage on or near the displays that receive such complimentary services indicating the services are provided by Comcast. 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(s). A copy of the current Internet Subscriber Policy and AUP is

available at [www.comcast.com/Corporate/Customers/Policies/Policies.html](http://www.comcast.com/Corporate/Customers/Policies/Policies.html). The Association shall not connect the Internet Courtesy Outlet(s) 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 Outlet(s) 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 Outlet(s). 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) **Applicable Law.** 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) **Invalidity.** 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) **Recording.** 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) **Notices.** 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:**

Aquarius Condominium Association, Inc.  
2751 S. Ocean Drive \_\_\_\_\_  
Hollywood, Florida 33019  
Attn.: Board Member

If to the Company:

Comcast Cable Communications Management, LLC  
7201 North Federal Highway \_\_\_\_\_  
Boca Raton, Florida 33487  
Attn.: XFINITY Communities

With a copy to:

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

g) Confidentiality. Subject to the recording of this Agreement (or a memorandum summarizing the material terms) as set forth above 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) Entire Agreement; Amendments. 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) Authority. 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.

ASSOCIATION

WITNESS/ATTEST: Aquarius Condominium Association, Inc.

  
Name: Adrian Paredes

  
By: \_\_\_\_\_  
Name: Victor E. Rocha  
Title: NP & Treasurer

COMPANY

ATTEST: Comcast Cable Communications Management, LLC

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Amy Smith  
Title: Regional Senior Vice President, Florida Region

STATE OF FL )  
                  ) ss.  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 24 day of August, 2018 by Victor Rocha, the V-President of Aquarius Condominium Association, Inc., 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.



ADRIAN PAREDES  
MY COMMISSION # FF 179405  
EXPIRES: November 25, 2018  
Bonded Thru Budget Notary Services



Adrian Paredes Notary Public  
(Print Name)

My commission expires: 11-25-18

STATE OF \_\_\_\_\_ )  
                  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_ by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast Cable Communications Management, 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.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

My Commission expires: \_\_\_\_\_

**EXHIBIT B**  
(see attached)

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## GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated September 1, 2018, is made by and between Comcast Cable Communications Management, LLC, with an address of 7201 North Federal Highway, Boca Raton Florida 33487 its successors and assigns, hereinafter referred to as "Grantee" and Aquarius Condominium Association, Inc., with an address of 2751 S. Ocean Drive, \_\_\_\_\_, Hollywood Florida 33019 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to an Installation and Services Agreement dated September 1, 2018 (the "Agreement"), 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 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 2751 S Ocean Drive \_\_\_\_\_, Hollywood, FL 33019 in Broward County, Florida described as follows:

### LEGAL DESCRIPTION:

(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that except as otherwise provided in the Agreement, 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 at its own expense 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 at its own expense 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 the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.

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:

Aquarius Condominium Association, Inc.

  
Name: Linda Satz

By:   
Name: Victor E. Rocata  
Title: V.P. & Treasurer

WITNESS/ATTEST:

  
Name: Nathalie St. Juste

GRANTEE

WITNESS/ATTEST:

Comcast Cable Communications Management, LLC

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Amy Smith  
Title: Regional Senior Vice President, Florida Region

WITNESS/ATTEST:

Name: \_\_\_\_\_

STATE OF FL)  
COUNTY OF Broward) ss.

The foregoing instrument was acknowledged before me this 24 day of August, 2018 by Victor Racha, the V-president of Aquarius Condominium Association, Inc., 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.



ADRIAN PAREDES

MY COMMISSION # FF 179405  
EXPIRES: November 25, 2018  
Bonded Thru Budget Notary Services

A handwritten signature of Adrian Paredes, which appears to be "Adrian Paredes".

Adrian Paredes Notary Public  
(Print Name)

My commission expires: 11-25-2018

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_ by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast Cable Communications Management, 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.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

My Commission expires: \_\_\_\_\_

**LEGAL DESCRIPTION**

**[see attached]**

## EXHIBIT C

### BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on September 1, 2018, by and between Comcast Cable Communications Management, LLC (the "Company") and Aquarius Condominium Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 2751 S Ocean Drive \_\_\_\_\_ Hollywood, FL 33019 (the "Premises"), consisting of 269 residential units. This Bulk Addendum supplements that certain Installation and Services Agreement dated September 1, 2018 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 agrees to provide the Video Bulk Service consisting of the channel lineup set forth on Exhibit D-1 attached hereto which is subject to change from time to time to 1 outlet in each of 269 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 D-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 \$24.50 per unit plus a broadcast TV fee equal to \$3.07 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 no later than 90 days after the completion of the Rewiring, the Company agrees to provide the Video Bulk Service to 2 outlets in each of 269 units. The Video Bulk Service will consist of (a) the channel lineup set forth on Exhibit D-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 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 D-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 Video Bulk Service and Digital Adaptor Additional Outlet Service equal to \$33.99 per unit(s) plus a broadcast TV fee equal to \$5.00 per unit and all applicable taxes and fees. The Association acknowledges and understands that a high definition digital receiver is required to receive the 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 monthly per unit(s) service fee may be increased by the Company upon 30 days written notice and such increase shall not exceed 3% per year. The broadcast TV fee may be increased by the

Company upon 30 days written notice and such increase shall not exceed the then current residential broadcast TV fee increase.

4. Commencing no later than 90 days after the full execution of the Agreement, the Company agrees to provide the Internet Bulk Service to 1 outlet in each of 269 units. The Internet Bulk Service will consist of the Company's Performance tier of Xfinity High Speed Internet Service. The Association shall pay the Company a monthly per unit service fee for Internet Bulk Service equal to \$33.99 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 E 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 per unit.
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 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 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.
6. For a period of 90 days after the completion of the Rewiring, the Company will install the digital receivers, digital adapters and wireless gateway provided as part of the Video Bulk Service and Internet Bulk Service at no cost to the unit resident. Such installation will include, if requested by the resident, a home wiring check to verify the wiring inside the unit used to provide the Services meets the Company's specifications. If such wiring does not meet the Company's specifications, the Company shall repair such wiring if requested to do so by the unit resident. Charges for any work requested by the unit resident additional to such repairs, such as the installation or relocation of outlets, or the installation of any other equipment or Additional Services may be billed to the unit resident at the Company's then current installation charges for such work.
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](http://www.comcast.com/Corporate/Customers/Policies/Policies.html). The Company shall not be in

breach of this Addendum or the Agreement for denying the Internet Bulk 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 resident 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, and as to such units the Association's obligation to the Company will be reduced accordingly. In the event the service is disconnected to a unit in accordance with the terms of this Section 6, the Association shall send the Company written notice once such unit is no longer so occupied at which time the Company shall add such unit to the monthly per unit billing at the then current per unit service fee.
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, provided that such changes are commensurate with those changes made by the Company in the Company's Franchise Area where the Premises are located. 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 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.

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

ASSOCIATION

WITNESS/ATTEST: Aquarius Condominium Association, Inc.

  
Name: Nathalie St. Juste

By:   
Name: Victor E. Recina  
Title: V.P. & Treasurer

COMPANY

ATTEST: Comcast Cable Communications Management, LLC

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Amy Smith  
Title: Regional Senior Vice President, Florida Region

**EXHIBIT D**  
**BULK SERVICE CHANNEL LINEUP**

**EXHIBIT E**  
**CUSTOMER PREMISES EQUIPMENT MINIMUM REQUIREMENTS**

## COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on September 1, 2018, by and between Comcast Cable Communications Management, LLC (the "Company") and Aquarius Condominium Association, Inc., (the "Association"), who owns or has control over certain real estate and improvements thereon located at 2751 S Ocean Drive \_\_\_\_\_ Hollywood, FL 33019 (the "Premises") consisting of 269 units.

WHEREAS, the Company and the Association desire to enter into a(n) Installation and 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) Installation and 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 \$150.00 (total \$40,350.00 (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 Compensation 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 communications 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 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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9. 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:

Aquarius Condominium Association, Inc.  
2751 S. Ocean Drive \_\_\_\_\_  
Hollywood, Florida 33019  
Attn.: Board Member

If to the Company:

Comcast Cable Communications Management, LLC  
7201 North Federal Highway \_\_\_\_\_  
Boca Raton, Florida 33487  
Attn.: XFINITY Communities

With a copy to:

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

10. 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.

11. This Compensation Agreement constitutes the entire agreement between the parties 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.

[the remainder of this page left blank intentionally]

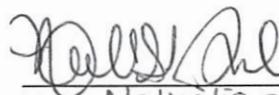
IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSOCIATION

WITNESS/ATTEST:

Aquarius Condominium Association, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Name: Nathalie St. Juste

By:   
Name: Victor E. Zocchi  
Title: V.P. & TREASURER

COMPANY

ATTEST:

Comcast Cable Communications Management,  
LLC

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Amy Smith  
Title: Regional Senior Vice President, Florida  
Region

## CHANNEL AGREEMENT

THIS CHANNEL AGREEMENT (this "Channel Agreement") is made and entered into on September 1, 2018, by and between Comcast Cable Communications Management, LLC (the "Company"), and Aquarius Condominium Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 2751 S Ocean Drive \_\_\_\_\_ Hollywood, FL 33019 (the "Premises"), consisting of 269 residential units.

WHEREAS, the Company and the Association are parties to an Installation and Services Agreement dated September 1, 2018 (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, 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.

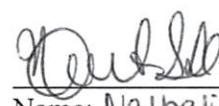
14. This Channel Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of such parties in connection herewith.

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.

WITNESS/ATTEST:

ASSOCIATION

Aquarius Condominium Association, Inc.

  
Name: Nathalie St. Juste

By:   
Name: Victor E. Rocca  
Title: V.P. & Treasurer

COMPANY

ATTEST:

Comcast Cable Communications Management,  
LLC

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Amy Smith  
Title: Regional Senior Vice President, Florida  
Region



SCOPE OF WORK – Exhibit A  
7/6/2018  
Prepared for  
Aquarius Condominium

Below is an overview of the Scope of Work (SOW) that will be performed to rewire Aquarius Condominium located at 2751 S Ocean Drive, Hollywood, Florida 33019 by Comcast:

- Replace existing ground level enclosures / Lockboxes.-
  - Lock Boxes will be moved to back wall in parking area.
    - New Lockboxes will be installed and existing removed
    - Reduce blind spots for pedestrians, and will be more cosmetically appealing
    - More secure location and not impeding looks of building
    - Placement of lockboxes are based on current design (per site plan) and will be located where lockboxes were originally installed prior to being moved. If new location is being sought, additional cabling will be required.
- Enclose existing and new distribution (700 Coax Cable) cabling in moldings  
**(Spec sheet attached for 700 Coax Cable)**
  - Existing molding removed and new molding placed ground level vertical and horizontal to ensure no cabling is visible. **(Attached is the spec sheet for new molding)**
  - Distribution cable will only be placed on ground floor. No vertical distribution cable will be needed.
- Enclose Home Run cables (Drops) in the moldings
  - All new drop cable (RG-6) will be placed in new molding from ground level vertical to each unit. **(Spec sheet attached for RG - 6 Cable)**
  - POE (Point of Entry) will remain the same on the exterior of the building. Please note in some cases a new POE might be needed. However, this cannot be determined nor the number until project begins. The POE will only be to first outlet in each unit and will vary based on where first outlet is.
  - Existing drops will be removed
- Install Molding Placement on ground floor and vertical installation
  - Molding will be ran to cover all new, existing distribution and drop cables from Lock box location to POE of each unit.
  - Existing molding will be removed when new molding is placed.
  - Molding will be painted white as needed according to building guidelines.



## SCOPE OF WORK – Exhibit A

7/6/2018

Prepared for

Aquarius Condominium

- No internal wiring (inside the unit) will be removed, replaced or repaired by Construction. However, during installation the technician will address all wiring issues as needed for X1 to function properly.
- Timeline
  - Work will commence no later than 45 days after full execution of the Installation and Services Agreement and will take 7 – 9 weeks to complete pending any unforeseen access issues to units and other unknowns (i.e. weather), swing chair setup and moves, and installation of new molding and drop work.
- Guidelines for future installs
  - Association is to inform all residents that under no circumstances are they to authorize any Technician (Comcast employee or Contractor) to drill holes in the building.
- Point of Contacts
  - Construction: **Matt Sabo, Construction Coordinator – 305-318-0967; Ricardo Davidson, Construction Supervisor – 954-447-8487 and John Matonti – Construction Coordinator 732-7846**
  - Tech Ops: Emmanuel Nash 954-774-9811
- Based on the timeline for the start of the job and completion, between the Marketing Team, Community Account Representative and Account Executive a scheduled date(s) for an Event will be agreed upon for deployment of services. Representatives will be on-site to engage with residents to go over current and potential new services based on the upgrades to individual accounts. Appointments will be set for Techs to install new X1 equipment in each unit.

We appreciate your business and look forward to a successful transition as your property is rewired. Our goal is to bring the Comcast X1 experience to residents of Aquarius Condominium as soon as possible with minimal disruption in service to residents during the transition rewire process.

**Legal Description**

**Aquarius Condo**

**Folio Number 514224BB**

**Declaration of Condominium recorded in Official Records Book 5245 page 117 and Condominium plan  
Book 6 at page 43, Public Records of Broward County, Florida**

## DIGITAL STARTER

## EXHIBIT D - 1

SD	SD
2	PBS WPBT
3	MYNETWORK TV WBFS
4	CBS WFOR
5	QVC
6	NBC WTVJ
7	FOX WSVN
8/605	AZTECA AMERICA WGEN
9	UNIVISION WLTW
10	ABC WPLG
11	THE CW WSFL
12	LOCAL PROGRAMMING
13	TELEMUNDO WSCV
14	C-SPAN
15	AMERICA TEVE WFUN
16	ION WPXM
17	PBS WLRN
21	TBN WHFT
22	MEGA TV WSBS
23	UNIMAS MIAMI
24	HSN
46/186/461	EVINE
49/188	JEWELRY TELEVISION
77	GOVERNMENT ACCESS
78	GOVERNMENT ACCESS
80	HSN2
82	TEVEO WJAN
104	C-SPAN2
200	KIDS WPBT
201	THE HEALTH CHANNEL WPBT
202	CREATE WPBT
209	ME TV WPLG
210	HEROES & ICONS WPLG
212	DECades WFOR
216	COZI WTVJ
220	LIGHT TV WSVN
225	ANTENNA TV WSFL
226	THIS TV WSFL
227	COMET TV WSFL
229/607	TELEXITOS WSCV
578	LEASED ACCESS
580	LOCAL ORIGINATION
600	XFINITY LATINO ENTERTAINMENT
	25
	26
	27
	28
	29
	30
	31
	32
	33/252
	34
	35
	36
	37
	38
	39
	40
	42
	43
	44
	47
	48
	50
	51
	52/124
	53
	54
	55
	56
	57
	58
	59
	60
	61
	62
	64
	65/126
	66
	67
	68
	69
	71
	72
	102
	WGN AMERICA
	USA NETWORK
	THE WEATHER CHANNEL
	CNN
	HLN
	MSNBC
	CNBC
	FOX NEWS CHANNEL
	TRUTV
	ESPN
	ESPN2
	GOLF CHANNEL
	NBCSN
	FOXSPORTS SUN
	FS FLORIDA
	FS1
	TNT
	TBS
	FX
	AMX
	TV LAND
	NICKELODEON
	DISNEY CHANNEL
	CARTOON NETWORK
	FREEFORM
	ANIMAL PLANET
	DISCOVERY CHANNEL
	TLC
	TRAVEL CHANNEL
	E!
	OXYGEN
	FOOD NETWORK
	HGTV
	LIFETIME
	A&E
	HISTORY
	BRAVO
	COMEDY CENTRAL
	SYFY
	MTV
	VH1
	BET
	BLOOMBERG

**DIGITAL STARTER****EXHIBIT D -1**

<b>SD</b>	
103	OWN
105	C-SPAN3
106	FOX BUSINESS NETWORK
109	NATIONAL GEOGRAPHIC
111	INVESTIGATION DISCOVERY
114	BBC AMERICA
117	WE TV
119	LMN UNIVERSAL KIDS
137	HALLMARK CHANNEL
149	MOVIEPLEX
173	TV ONE
179	GSN
189	UP
239	JLTV
243	EWTN
244	INSP
256	HALLMARK MOVIES & MYSTERIES
601	GALAVISION
668	UNIVERSON
728	FXX
744/745	SEC NETWORK (Overflow)
748	SEC NETWORK
	MTV LIVE HD
	VELOCITY HD

**MUSIC CHOICE**

801-850

MUSIC CHOICE

**SHOWTIME**

335	SHO WOMEN
336	SHOWTIME FAMILY ZONE
337	SHO NEXT
340	SHOWTIME
341	SHO2
342	SHOWTIME SHOWCASE
347	SHO EXTREME

## DIGITAL STARTER

## EXHIBIT D - 2

SD		SD	
2	PBS WPBT	25	WGN AMERICA
3	MYNETWORK TV WBFS	26	USA NETWORK
4	CBS WFOR	27	THE WEATHER CHANNEL
5	QVC	28	CNN
6	NBC WTVJ	29	HLN
7	FOX WSVN	30	MSNBC
8/605	AZTECA AMERICA WGEN	31	CNBC
9	UNIVISION WLTV	32	FOX NEWS CHANNEL
10	ABC WPLG	33/252	TRUTV
11	THE CW WSFL	34	ESPN
12	LOCAL PROGRAMMING	35	ESPN2
13	TELEMUNDO WSCV	36	GOLF CHANNEL
14	C-SPAN	37	NBCSN
15	AMERICA TEVE WFUN	38	FOXSPORTS SUN
16	ION WPXM	39	FS FLORIDA
17	PBS WLRN	40	FS1
		42	TNT
		43	TBS
21	TBN WHFT	44	FX
22	MEGA TV WSBS	47	AMX
23	UNIMAS MIAMI	48	TV LAND
24	HSN	50	NICKELODEON
46/186/461	EVINE	51	DISNEY CHANNEL
49/188	JEWELRY TELEVISION	52/124	CARTOON NETWORK
77	GOVERNMENT ACCESS	53	FREEFORM
78	GOVERNMENT ACCESS	54	ANIMAL PLANET
80	HSN2	55	DISCOVERY CHANNEL
82	TEVEO WJAN	56	TLC
104	C-SPAN2	57	TRAVEL CHANNEL
200	KIDS WPBT	58	E!
201	THE HEALTH CHANNEL WPBT	59	OXYGEN
202	CREATE WPBT	60	FOOD NETWORK
209	ME TV WPLG	61	HGTV
210	HEROES & ICONS WPLG	62	LIFETIME
212	DECades WFOR	64	A&E
216	COZI WTVJ	65/126	HISTORY
220	LIGHT TV WSVN	66	BRAVO
225	ANTENNA TV WSFL	67	COMEDY CENTRAL
226	THIS TV WSFL	68	SYFY
227	COMET TV WSFL	69	MTV
229/607	TELEXITOS WSCV	71	VH1
578	LEASED ACCESS	72	BET
580	LOCAL ORIGINATION	102	BLOOMBERG
600	XFINITY LATINO ENTERTAINMENT	103	OWN

**DIGITAL STARTER**

**EXHIBIT D - 2**

105	C-SPAN3
106	FOX BUSINESS NETWORK
109	NATIONAL GEOGRAPHIC
111	INVESTIGATION DISCOVERY
114	BBC AMERICA
117	WE TV
119	LMN UNIVERSAL KIDS
137	HALLMARK CHANNEL
149	MOVIEPLEX
173	TV ONE
179	GSN
189	UP
239	JLTV
243	EWTN
244	INSP
256	HALLMARK MOVIES & MYSTERIES
601	GALAVISION
668	UNIVERSON
728	FXX
744/745	SEC NETWORK (Overflow)
748	SEC NETWORK

**MUSIC CHOICE**

801-850

MUSIC CHOICE

## DIGITAL STARTER

## EXHIBIT D - 3

SD	HD	SD	HD
2	438 PBS WPBT	25	491 WGN AMERICA
3	436 MYNETWORK TV WBFS	26	420 USA NETWORK
4	433 CBS WFOR	27	380 THE WEATHER CHANNEL
5	471 QVC	28	423 CNN
6	432 NBC WTVJ	29	397 HLN
7	434 FOX WSVN	30	399 MSNBC
8/605	445 AZTECA AMERICA WGEN	31	470 CNBC
9	442 UNIVISION WLTW	32	428 FOX NEWS CHANNEL
10	431 ABC WPLG	33/252	398 TRUTV
11	435 THE CW WSFL	34	403 ESPN
12	439 LOCAL PROGRAMMING	35	404 ESPN2
13	441 TELEMUNDO WSCV	36	405 GOLF CHANNEL
14	C-SPAN	37	448 NBCSN
15	439 AMERICA TEVE WFUN	38	402 FOXSPORTS SUN
16	437 ION WPXM	39	401 FS FLORIDA
17	487 PBS WLRN	40	450 FS1
21	TBN WHFT	42	407 TNT
22	440 MEGA TV WSBS	43	421 TBS
23	443 UNIMAS MIAMI	44	451 FX
24	447 HSN	47	429 AMX
46/186/461	EVINE	48	TV LAND
49/188	JEWELRY TELEVISION	50	382 NICKELODEON
77	GOVERNMENT ACCESS	51	384 DISNEY CHANNEL
78	GOVERNMENT ACCESS	52/124	381 CARTOON NETWORK
80	HSN2	53	383 FREEFORM
82	TEVEO WJAN	54	426 ANIMAL PLANET
104	C-SPAN2	55	424 DISCOVERY CHANNEL
200	KIDS WPBT	56	425 TLC
201	THE HEALTH CHANNEL WPBT	57	458 TRAVEL CHANNEL
202	CREATE WPBT	58	457 E!
209	ME TV WPLG	59	OXYGEN
210	HEROES & ICONS WPLG	60	414 FOOD NETWORK
212	DECades WFOR	61	415 HGTV
216	COZI WTVJ	62	459 LIFETIME
220	LIGHT TV WSVN	64	410 A&E
225	ANTENNA TV WSFL	65/126	422 HISTORY
226	THIS TV WSFL	66	430 BRAVO
227	COMET TV WSFL	67	453 COMEDY CENTRAL
229/607	TELEXITOS WSCV	68	427 SYFY
578	LEASED ACCESS	69	473 MTV
580	LOCAL ORIGINATION	71	474 VH1
600	XFINITY LATINO ENTERTAINMENT	72	475 BET
		102	400 BLOOMBERG

**DIGITAL STARTER****EXHIBIT D - 3**

<b>SD</b>	<b>HD</b>
103	277 OWN
105	C-SPAN3
106	469 FOX BUSINESS NETWORK
109	413 NATIONAL GEOGRAPHIC
111	387 INVESTIGATION DISCOVERY
114	377 BBC AMERICA
117	455 WE TV
119	465 LMN UNIVERSAL KIDS
137	389 HALLMARK CHANNEL
149	MOVIEPLEX
173	463 TV ONE
179	GSN
189	386 UP
239	JLTV
243	EWTN
244	INSP
256	468 HALLMARK MOVIES & MYSTERIES
601	378 GALAVISION
668	592 UNIVERSON
728	392 FXX
744/745	SEC NETWORK (Overflow)
748	486 SEC NETWORK
	411 MTV LIVE HD
	412 VELOCITY HD

**MUSIC CHOICE**

801-850

MUSIC CHOICE

**HBO**

302	301/416 HBO
303	480 HBO 2
304	481 HBO SIGNATURE
305	HBO FAMILY
306	HBO COMEDY
307	HBO (W)
311	484 HBO ZONE
312	485 HBO LATINO

## DIGITAL STARTER

## EXHIBIT D - 4

SD	HD	SD	HD
2	438 PBS WPBT	25	491 WGN AMERICA
3	436 MYNETWORK TV WBFS	26	420 USA NETWORK
4	433 CBS WFOR	27	380 THE WEATHER CHANNEL
5	471 QVC	28	423 CNN
6	432 NBC WTVJ	29	397 HLN
7	434 FOX WSVN	30	399 MSNBC
8/605	445 AZTECA AMERICA WGEN	31	470 CNBC
9	442 UNIVISION WLTV	32	428 FOX NEWS CHANNEL
10	431 ABC WPLG	33/252	398 TRUTV
11	435 THE CW WSFL	34	403 ESPN
12	439 LOCAL PROGRAMMING	35	404 ESPN2
13	441 TELEMUNDO WSCV	36	405 GOLF CHANNEL
14	C-SPAN	37	448 NBCSN
15	439 AMERICA TEVE WFUN	38	402 FOXSPORTS SUN
16	437 ION WPXM	39	401 FS FLORIDA
17	487 PBS WLRN	40	450 FS1
21	TBN WHFT	42	407 TNT
22	440 MEGA TV WSBS	43	421 TBS
23	443 UNIMAS MIAMI	44	451 FX
24	447 HSN	47	429 AMX
46/186/461	EVINE	48	TV LAND
49/188	JEWELRY TELEVISION	50	382 NICKELODEON
77	GOVERNMENT ACCESS	51	384 DISNEY CHANNEL
78	GOVERNMENT ACCESS	52/124	381 CARTOON NETWORK
80	HSN2	53	383 FREEFORM
82	TEVEO WJAN	54	426 ANIMAL PLANET
104	C-SPAN2	55	424 DISCOVERY CHANNEL
200	KIDS WPBT	56	425 TLC
201	THE HEALTH CHANNEL WPBT	57	458 TRAVEL CHANNEL
202	CREATE WPBT	58	457 E!
209	ME TV WPLG	59	OXYGEN
210	HEROES & ICONS WPLG	60	414 FOOD NETWORK
212	DECades WFOR	61	415 HGTV
216	COZI WTVJ	62	459 LIFETIME
220	LIGHT TV WSVN	64	410 A&E
225	ANTENNA TV WSFL	65/126	422 HISTORY
226	THIS TV WSFL	66	430 BRAVO
227	COMET TV WSFL	67	453 COMEDY CENTRAL
229/607	TELEXITOS WSCV	68	427 SYFY
578	LEASED ACCESS	69	473 MTV
580	LOCAL ORIGINATION	71	474 VH1
600	XFINITY LATINO ENTERTAINMENT	72	475 BET
		102	400 BLOOMBERG

**DIGITAL STARTER****EXHIBIT D - 4**

<b>SD</b>	<b>HD</b>
103	277 OWN
105	C-SPAN3
106	469 FOX BUSINESS NETWORK
109	413 NATIONAL GEOGRAPHIC
111	387 INVESTIGATION DISCOVERY
114	377 BBC AMERICA
117	455 WE TV
119	465 LMN UNIVERSAL KIDS
137	389 HALLMARK CHANNEL
149	MOVIEPLEX
173	463 TV ONE
179	GSN
189	386 UP
239	JLTV
243	EWTN
244	INSP
256	468 HALLMARK MOVIES & MYSTERIES
601	378 GALAVISION
668	592 UNIVERSON
728	392 FXX
744/745	SEC NETWORK (Overflow)
748	486 SEC NETWORK
	411 MTV LIVE HD
	412 VELOCITY HD

**MUSIC CHOICE**

801-850

MUSIC CHOICE

**EXHIBIT E**  
**CUSTOMER PREMISES EQUIPMENT MINIMUM REQUIREMENTS**

Speeds up to 100 Mbps	
<b>Processor Speed</b>	
Windows 7	1 GHz or higher 32-bit or 64-bit
Windows XP/2000	1 GHz or higher
Vista	1.5 GHz or higher
Mac OS 10.4 or higher	800 MHz or higher
<b>Memory</b>	
Windows 7	1 GB (32-bit) or 2 GB (64-bit)
Windows XP/2000	256 MB
Vista	512 MB
Mac OS 10.4 or higher	256 MB
<b>Hard Drive Space</b>	
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
<b>Input Device</b>	
CD-ROM	
Ethernet	
10/100 Fast Ethernet	
Browser	
IE 6.0, Firefox 2.0, Safari 2.0	