

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on December 15, 2012, by and between Comcast of South Florida II, Inc. (the "Company") and City of Pembroke Pines, a Florida Municipal Corporation (the "Owner") who owns or has control over certain real estate and improvements thereon located at 8103 S Palm Drive, 8203 S Palm Drive and 8210 Florida Drive Pembroke Pines, FL 33025-4533 (the "Premises"), commonly known as "Pines Place," consisting of 614 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 Pembroke Pines, Florida (the "Franchise Area"). The Owner 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 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"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. 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) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at the Company's expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner 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 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 and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company an easement to operate the Company Wiring, and shall cause such easement to run with the Premises. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A and incorporated herein by reference.

3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling 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 Owner shall supply the names and unit numbers of residents at reasonable intervals. The Owner 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 Owner 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 Owner 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 between the Owner and the Company. Except as set forth in the Bulk Bill Addendum, the Owner 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 Owner 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 Owner or resident, as the case may be.

9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 5 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 years 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 public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance, naming the Owner as additional insured.

11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, 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, the Services provided to residents at the Premises pursuant to this Agreement 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 60 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 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 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 and cable home wiring to provide the Services. This Section shall survive the termination of this Agreement.

15. Marketing Support. The term "Marketing Support" shall include, but not be limited to, the Owner's presentation of the Company's marketing materials for the Company's services, as set forth in the table below, to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company.

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

16. Common Area Courtesy Video Outlet. The Company shall provide 1 outlet(s) at no charge to the Owner at the Premises with Digital Service level of service (the "Video Courtesy Outlets"). The Owner 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 Owner 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 Owner 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 Owner 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 Owner shall reimburse the Company for the Company's

costs to replace any receivers or remotes issued to the Owner that are lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

17. Common Area Courtesy Internet Outlet. The Company shall provide 1 outlet(s) at no charge to the Owner with Performance level of service at the Premises ("Internet Courtesy Outlets"). The Owner 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 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 Owner shall not connect the Internet Courtesy Outlets to wireless equipment, such as wireless access points without the express written consent of the Company. The Owner 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 Owner 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 Owner shall reimburse the Company for the Company's costs to replace any equipment issued to the Owner that is lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

18. 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 Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner 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 Owner:

City of Pembroke Pines, a Florida Municipal Corporation  
10100 Pines Boulevard  
Pembroke Pines, FL 33026  
Attn.: City Manager

With a copy to:

Jay Shechter  
301 N.W. 103<sup>rd</sup> Avenue  
Pembroke Pines, FL 33026  
Attn: Housing Director

and

Samuel S. Goren, City Attorney  
3099 E. Commercial Blvd., #200  
Fort Lauderdale, FL 33308

If to the Company:

Comcast of South Florida II, Inc.  
789 International Parkway  
Sunrise, FL 33325  
Attn.: Director of Commercial Development

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 18(e), 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 Owner 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.

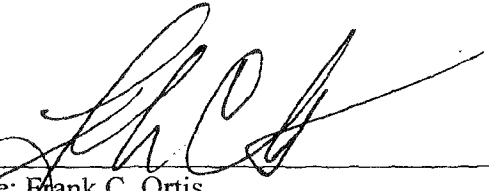
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

-ATTEST

City of Pembroke Pines, a Florida Municipal Corporation

 12/27/12  
Name: Judith A. Neugent, City Clerk

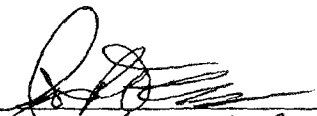
By:   
Name: Frank C. Ortis  
Title: Mayor





ATTEST:

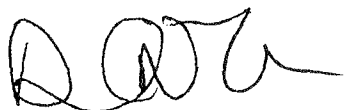
COMPANY

Comcast of South Florida II, Inc.

  
Name: ANDRES F. GEORGE

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


APPROVED AS TO LEGAL FORM:


  
Samuel S. Goren, City Attorney



STATE OF FLORIDA )  
 ) ss.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 27 day of December, 2012 by Frank C. Ortis, the Mayor of City of Pembroke Pines, a Florida Municipal Corporation, 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.

  
MARLENE GRAHAM Notary Public  
(Print Name)

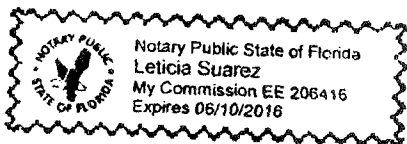
My commission expires: \_\_\_\_\_



STATE OF Florida )  
 ) ss.  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 8th day of February, 2013 by Amy Smith, of Comcast of South Florida II, 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.



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

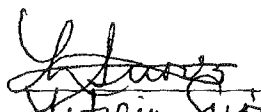
  
Leticia Suarez Notary Public  
(Print Name)

EXHIBIT A

(see attached)

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## GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated December 15, 2012, is made by and between Comcast of South Florida II, Inc., with an address of, 789 International Parkway, Sunrise FL 33325 its successors and assigns, hereinafter referred to as "Grantee" and City of Pembroke Pines, a Florida Municipal Corporation, with an address of 10100 Pines Boulevard, , Pembroke Pines FL 33026 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated December 15, 2012, 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, an 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 in Broward County, Florida described as follows:

### LEGAL DESCRIPTION: (See Attached)

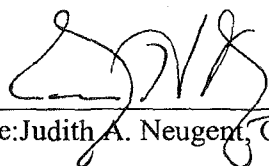
The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and 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 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.

-ATTEST

OWNER


City of Pembroke Pines, a Florida Municipal Corporation

 12/27/12  
Name: Judith A. Neugent, City Clerk

By:   
Name: Frank C. Ortis  
Title: Mayor


ATTEST:




  
Name: ANDRES F. GEORGE

COMPANY

Comcast of South Florida II, Inc.

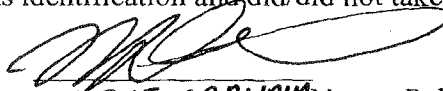
By:   
Name: Amy Smith  
Title: Regional Senior Vice President, Florida Region

APPROVED AS TO LEGAL FORM:

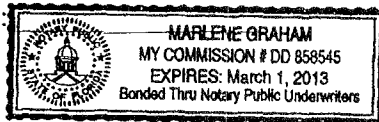
  
Samuel S. Goren, City Attorney

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 27 day of December, 2012, by Frank C. Ortis, the Mayor of City of Pembroke Pines, a Florida Municipal Corporation, 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.

  
MARLENE GRAHAM Notary Public  
(Print Name)

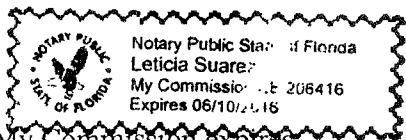
My commission expires:



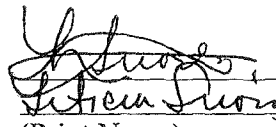
STATE OF Florida )  
 ) ss.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2013, by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of South Florida II, 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.



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

  
Leticia Suarez Notary Public  
(Print Name)

**LEGAL DESCRIPTION**

PEMBROKE PINES HEALTH PARK 174-179 B PARCEL A

**FOLIO #:**

5141 21 25 0010

**ADDRESS(es):**

8103 S Palm Drive, 8203 S. Palm Drive, 8210 Florida Drive, Pembroke Pines 33025

## EXHIBIT B

### BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on December 15, 2012, by and between Comcast of South Florida II, Inc. (the "Company") and City of Pembroke Pines, a Florida Municipal Corporation (the "Owner") who owns or has control over certain real estate and improvements thereon located at 8103 S Palm Drive, 8203 S Palm Drive and 8210 Florida Drive Pembroke Pines, FL 33025-4533 (the "Premises"), consisting of 614 residential units. This Bulk Addendum supplements that certain Services Agreement dated December 15, 2012 by and between the Owner 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 Bulk Service to 3 outlet(s) in each of 614 units. As of the date of this Bulk Addendum, the Bulk Service consists of the channel lineup set forth on Exhibit C attached hereto and incorporated herein by reference-which is subject to change from time to time. The Owner shall pay the Company a monthly per unit service fee for the Bulk Service equal to \$12.12 per unit plus all applicable taxes and fees. The Owner represents and warrants it is a tax exempt entity, and to the extent the Company bills Owner for taxes the Owner is exempt from the payment of such taxes, provided that Owner notifies the Company of any amount it is withholding payment due to its tax exempt status. The monthly per unit service fee may be increased by the Company upon 30 days written notice to the Owner-and such increase shall not exceed 5% per year.
2. The Owner acknowledges and understands that a digital adaptor is required to receive the Bulk Service. To the extent that a resident does not have such equipment in their unit as of the effective date of this Bulk Bill Addendum, the Company will provide 1 digital adaptor and 1 remote control, each capable of receiving the Bulk Service, per outlet provided that the resident enters into a separate agreement with the Company accepting responsibility for the adaptors, remote(s) and any services purchased which are additional to the 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 Bulk Service, which do not require a adaptor without any reduction in the monthly per unit service fee. The type of digital adaptor and remote provided to the residents shall be at the Company's sole discretion.
3. Monthly per unit 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 Owner in the event payment of the monthly per unit service fee remains unpaid for 60 days.
4. 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.
5. The Owner 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 Owner or anyone claiming through the Owner. 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.

6. 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.

7. The Owner 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.

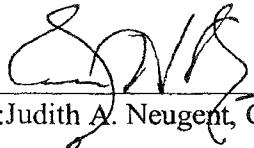


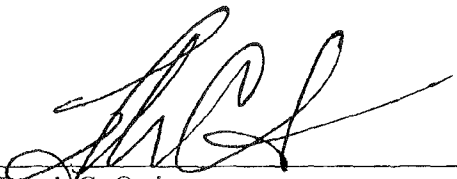
The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

OWNER

-ATTEST

City of Pembroke Pines, a Florida Municipal Corporation

 12/27/2  
Name: Judith A. Neugent, City Clerk

By:   
Name: Frank C. Ortis  
Title: Mayor


ATTEST:



  
Name: ANDRES F. GEORGE

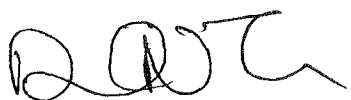
COMPANY

Comcast of South Florida II, Inc.

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



APPROVED AS TO LEGAL FORM:

  
Samuel S. Goren, City Attorney

Digital Adapter Service  
Channel Lineup

LIMITED BASIC

2	WPBT-2 (PBS MIAMI)
3	WBFS-33 (MY NETWORK TV)
4	WFOR-4 (CBS)
5	QVC
6	WTVJ-6 (NBC)
7	WSVN-7 (FOX)
8	WGEN-8 (GENTV)
9	WLTU-23 (UNIVISION)
10	WPLG-10 (ABC)
11	WSFL-39 (CW NETWORK)
12	WJAN-41 (AMERICA TEVE)
13	WSCV-51 (TELEMUNDO)
14	C-SPAN
16	WPXM-35 (ION)
17	WLRN-17 (PBS MIAMI)
19	WBEC-63 (BECON)
20	WXEL-42 (PBS WEST PALM BEACH)
21	WHFT-45 (TBN)
22	WSBS-22 (MEGA)
23	WAMI-69 (TELEFUTURA)
24	HSN
25	WGN
77	GOVERNMENT ACCESS
80	TELEMIAMI
81	MIAMI LATIN TV
83	ONDAS DE AMOR
88	TELEAMERICA
104	C-SPAN 2
177	TV GUIDE NETWORK
201	WPBT-V-ME
202	WPBT-CREATE
209	WPLG-LATV
216	WTVJ-NBC PLUS
217	WTVJ-UNIVERSAL SPORTS
220	WSVN-ESTRELLA TV
224	WSFL-AZTECA AMERICA
225	WSFL-ANTENNA TV
226	WSFL-THIS TV
229	WSCV - EXITOS
578	HOMETOWN TV
580	LOCAL ORIGINATION

## **CHANNEL AGREEMENT**

THIS CHANNEL AGREEMENT (this "Channel Agreement") is made and entered into on December 15, 2012, by and between Comcast of South Florida II, Inc. (the "Company"), and City of Pembroke Pines, a Florida Municipal Corporation (the "Owner") who owns or has control over certain real estate and improvements thereon located at 401, 501 & 601 NW 103rd Avenue Pembroke Pines, FL 33026-6016 (the "Premises"), consisting of 190 residential units.

WHEREAS, the Company and the Owner are parties to a(n) Services Agreement dated December 15, 2012 (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 Owner 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 Owner and the Company hereby agree as follows:

1. The Company agrees to install the equipment which will allow the Owner to insert on 2 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 Owner will be responsible for purchasing and maintaining the Equipment and all other equipment necessary for the use and operation of Community Channel.
3. The Owner shall pay to the Company within 30 days of receipt of an invoice all costs associated with the installation of the Equipment and connection of the Equipment to the Company Wiring.
4. 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.
5. The Owner shall not relocate, tamper with or modify any of the Company's equipment located on the Premises.
6. The Company shall not be liable to the Owner, 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.

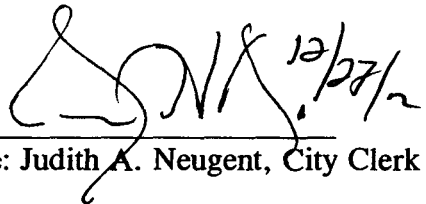
7. The Owner shall not use the Equipment or Community Channel for any unlawful purpose, including but not limited to, the transmission of material in violation of any federal, state or local regulation or law including but not limited to, material which is obscene, unlawful, defamatory, or which infringes 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 Owner, 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.
8. The Owner 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 Owner's violation of this Channel Agreement, the use of or inability to use the Community Channel.
9. Nothing contained in this Channel Agreement shall be construed to create a partnership, joint venture or other agency relationship between the parties.
10. 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.
11. This Channel Agreement shall be governed and construed in accordance with the substantive laws of the state in which the Premises is located.
12. This Channel Agreement may not be modified except by a written instrument signed by both parties.
13. 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.
14. 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.
15. 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.

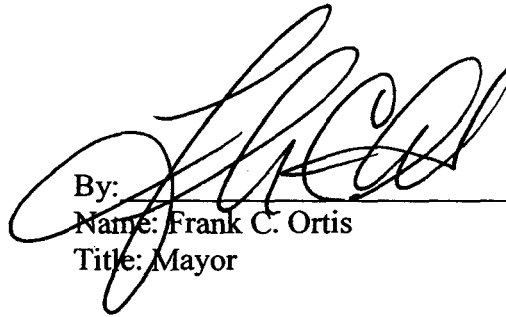
IN WITNESS WHEREOF, the parties hereto have caused this Channel Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

OWNER

City of Pembroke Pines, a Florida Municipal Corporation

 12/27/21  
Name: Judith A. Neugent, City Clerk

By:   
Name: Frank C. Ortis  
Title: Mayor



COMPANY

Comcast of South Florida II, Inc.

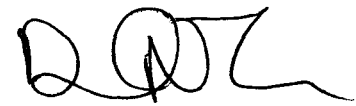
ATTEST:

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

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



APPROVED AS TO LEGAL FORM:

  
Samuel S. Goren, City Attorney

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.

ATTEST:

OWNER

City of Pembroke Pines, a Florida Municipal Corporation

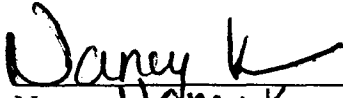
\_\_\_\_\_  
Name: Judith A. Neugent, City Clerk


By: \_\_\_\_\_  
Name: Frank C. Ortis  
Title: Mayor

COMPANY

Comcast of South Florida II, Inc.

ATTEST:

  
Name: Nancy Kantor

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

APPROVED AS TO LEGAL FORM: