

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on June 1, 2019, by and between Comcast Cable Communications Management, LLC (the "Company") and The Reserve at James Island Condominium Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 10961 Burnt Mill Road, Jacksonville, FL 32256 (the "Premises"), commonly known as "The Reserve at James Island," consisting of 354 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 Jacksonville, 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"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit has 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.

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 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. Access. The Association shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling, connecting, or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to provide the Company access to any parts of the Premises over which it does not have control for the same purposes. The Association shall supply the unit numbers of residents at reasonable intervals. The Association shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
3. 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.
4. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Association assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
5. 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.
6. 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.
7. 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.

8. 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 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 1 year 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.
9. 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.
10. Indemnification. The Company shall indemnify, defend and hold harmless the Association, its personnel, CAM, 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. 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, CAM, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
11. 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.
12. 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.

13. 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 the preceding subsection (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. This Section shall survive the termination of this Agreement.

14. 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.

15. Marketing Support. The term "Marketing Support" shall include, but not be limited to, the Association'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. For any Services that the Association markets on a non-exclusive basis, the Association will market those non-exclusive Services on a materially comparable basis with any competing services (e.g., no favorable treatment in terms of location of marketing materials) and the Association will not treat any competing services on a more favorable basis in terms of approved requests for on-site marketing events granted other providers over Company's requests. In addition, the Association's leasing and office staff shall not take actions to position competing service as "preferred" service over Company's service. Marketing materials may include, at the Company's discretion, brochures, channel lineups, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. The Company shall not conduct door-to-door solicitation without the consent of the Association or the Association's on-site personnel, which consent shall not be unreasonably withheld, conditioned or delayed.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. 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.
17. Common Area Courtesy Video Outlet. The Company shall provide 2 outlet(s) at no charge to the Association at the Premises with High Definition 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.
18. 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.xfinity.com/corporate/customers/policies/highspeedinternetaup](http://www.xfinity.com/corporate/customers/policies/highspeedinternetaup). 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.

19. 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:

The Reserve at James Island Condominium Association, Inc.  
10961 Burnt Mill Road Clubhouse  
Jacksonville, Florida 32256  
Attn.: Manager

If to the Company:

Comcast Cable Communications Management, LLC  
7201 North Federal Highway  
Boca Raton, FL 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:

The Reserve at James Island Condominium Association, Inc.

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


By:   
Name: Sheldon Gibbs  
Title: President  
5/13/2019

COMPANY

ATTEST:

Comcast Cable Communications Management, LLC

  
Name: Janet Epstein

By:   
Name: Amy Smith 6/24/19  
Title: Regional Senior Vice President, Florida Region



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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_ by \_\_\_\_\_, the \_\_\_\_\_ of The Reserve at James Island 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.

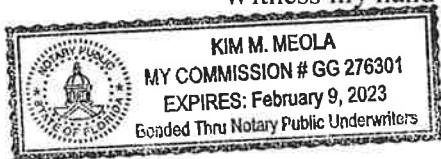
\_\_\_\_\_  
Notary Public  
(Print Name)

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

STATE OF Florida )  
 ) ss.  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2019 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.



Kim M. Meola  
Kim M. Meola Notary Public  
(Print Name)

My Commission expires: 2/9/2023