### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on February 1, 2017, by and between Comcast of Houston, LLC (the "Company") and Bella Vita Home Owners Association (the "Association") who owns or has control over certain real estate and improvements thereon located at 1548 N. Riviera Circle, Pearland, TX 77581 (the "Premises"), commonly known as "Bella Vita," consisting of 617 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 Pearland, Texas (the "Franchise Area"). The Association desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

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

### 1. Wiring.

- a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to a ground block at each of the individual single family homes including but not limited to distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices (collectively, the "Company Wiring"). The installation and use of the wiring after the ground blocks necessary to provide the Services to the individual single family homes shall be contained in contracts between the Company and the individual residents. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.
- b) <u>Use and Maintenance of Wiring</u>. The Association has the authority to grant and does hereby grant to the Company during the term hereof the right to operate, maintain, repair and replace, as necessary, the Company Wiring on the Premises. Neither the Association nor any third party shall tap into, use or otherwise interfere with the Company Wiring or any portion thereof for any purpose.
- c) <u>Damages to Premises</u>. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the Company Wiring except as otherwise provided in this Agreement.
- d) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company.
- 2. <u>Easement</u>. The Association has the authority to grant and does hereby grant to the Company non-exclusive easement to operate the Company Wiring (the "Easement"). The Association hereby agrees to execute the form of easement attached hereto as Exhibit A.
- 3. Access. The Association shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling, connecting, or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not

have control for the same purposes. The Association shall supply the name and 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.

- 4. <u>Delivery of Services</u>. The Association has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Association shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
- 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 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. Notwithstanding any cure period for defaults set forth herein, if during any consecutive three (3) month period, beginning ninety (90) days after the Effective Date, during the term of this Agreement the Premises experiences more than three (3) unplanned Major Outages as defined below, the Association may, at its sole discretion and regardless of eventual cure, declare the Company in default of its obligations under this Agreement and may, in addition to any other variable remedies, terminate this Agreement for cause. A "Major Outage" shall mean an event, which is within the Company's reasonable control and is not repaired by the Company within twenty-four (24) hours after the Company receives one service request from the Association or three (3) service requests from residents for the same Service or Services identifying substantially the same problem and that causes the loss of Service to twenty five percent (25%) or more of the residential units of the Premises. If multiple Services are affected at substantially the same time, it shall only count as one Major Outage. A "Major Outage" specifically excludes outages resulting from a force majeure condition, scheduled outages necessitated by construction in connection with System, outages occurring at the programming network level, interference with the System by other providers on the Premises, and outages resulting from events not within the reasonable control of the Company (collectively, the "Excluded Outages"). In the event of any such Excluded Outage(s), the Company will make reasonable efforts to notify the Association's on-site staff if the Company anticipates that the Company will require longer than twenty-four (24) hours to repair such Excluded Outage(s) and restore Services to the Premises.
- 7. <u>Private Reception Devices</u>. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
- 8. <u>Interference.</u> If any device or facility belonging to a resident, the Association or another provider does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Association or resident, as the case may be.

- 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 5 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 60 days 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. <u>Insurance.</u> 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. <u>Indemnification</u>. 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, maintenance or removal of the Company Wiring, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Association shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Association, its personnel, directors, agents and representatives in the operation and maintenance of the Premises, the interference with the Services by another provider authorized by the Association to provide its services at the Premises or a breach of this Agreement.
- 12. <u>Limitation of Liability</u>. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 13. Termination.

- a) <u>Default</u>. 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 to provide the Services. This Section shall survive the termination of this Agreement.
- 15. <u>Dispute Resolution</u>. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband 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 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. 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.

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

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. Miscellaneous.

a) <u>Force Majeure</u>. 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) <u>Invalidity</u>. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- e) <u>Recording.</u> The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.
- f) <u>Notices</u>. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

### If to the Association:

Bella Vita Home Owners Association 1548 N. Riviera Circle Pearland, Texas 77581 Attn.: HOA

### If to the Company:

Comcast of Houston, LLC 8590 West Tidwell Rd Houston, TX 77040 Attn.: MDU

### With a copy to:

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

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

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

	ASSOCIATION
WITNESS/ATTEST:	Bella Vita Home Owners Association
Name: Piarre Clement	By: Round H. Serbel  Name: Ronalo H. GERLACH  Title: PRESIDENT, Belle Vote of Green tea HOA
	COMPANY
ATTEST:	Comcast of Houston, LLC
Name:	By: Martinez  Name: Ralph Martinez
	Title: Regional Senior Vice President

STATE OF /EXAS )  (SS. COUNTY OF //ARR(5)
The foregoing instrument was acknowledged before me this //day of DECEMBER, 2011 by KONNO GERUACH, the PRESIDENT of Bella Vita Hom Owners Association, on behalf of said entity. He/She is personally known to me or has presented DRUTR'S 1 (CENSE) type of identification) as identification and did/did not take an oath.
Witness my hand and official seal.
MARY WALKER  Notary Public, State of Texas  Comm. Expires 04-28-2020  Notary ID 2708662  MARY WALKER  MARY WA
My commission expires: $\frac{4/28/2020}{}$
STATE OF Texas ) ) ss. COUNTY OF Herris )
The foregoing instrument was acknowledged before me this 22 day of
Witness my hand and official seal.
BOBBY STEVE WILLIAMS, JR. Notary Public, State of Texas My Commission Expires May 28, 2018  Notary Public (Print Name)

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

## EXHIBIT A (see attached)

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### **GRANT OF EASEMENT**

This Grant of Easement (this "Easement") dated February 1, 2017, is made by and between Comcast of Houston, LLC, with an address of 8590 West Tidwell Rd, Houston TX 77040 its successors and assigns, hereinafter referred to as "Grantee" and Bella Vita Home Owners Association, with an address of 1548 N. Riviera Circle, Pearland Texas 77581 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated February 1, 2017, 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 1548 N. Riviera Circle, Pearland, TX 77581 in Harris County, Texas 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.

	GRANTOR
WITNESS/ATTEST:	Bella Vita Home Owners Association
Name: Dianne Clement	By: Rould H. Gelech Name: Rould H. GECLACH Title: PRESIDENT, BELLAVITA AT GREEN TEE HOA
	GRANTEE
ATTEST:	Comcast of Houston, LLC
Name:	By:

STATE OF EXAS
STATE OF \(\begin{align*} \int \text{XAS} \\ \text{COUNTY OF } \( \frac{Amn(5)}{\text{MMN(5)}} \end{align*} \) ss.
The foregoing instrument was acknowledged before me this day of DECEMBER, 2016 by ROWND GERLACH, the PRESIDENT of Bella Vita Hom Owners Association, on behalf of said entity. He/She is personally known to me or has presented DRIVERIS LICENSTREE of identification) as identification and did/did not take an oath.
Witness my hand and official seal.
MARY WALKER Notary Public, State of Texas Comm. Expires 04-28-2020 Notary ID 2708662  MARY WALKER  MARY WALKER  MARY WALKER  MARY WALKER  MARY WALKER  (Print Name)
My commission expires: $4-28-2020$
STATE OF Texas ) ) ss. COUNTY OF Harris )
The foregoing instrument was acknowledged before me this 22rd day of December, 2016 by Ralph Martinez, the Regional Senior Vice President of Comcast of Houston, 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.
BOBBY STEVE WILLIAMS, JR. Notary Public, State of Texas My Commission Expires May 28, 2018  BOBBY STEVE WILLIAMS, JR. Notary Public (Print Name)
My Commission expires:

### LEGAL DESCRIPTION

[see attached]



# REKHA ENGINEERING, INC.

CONSULTING ENGINEERS

### LEGAL DESCRIPTION

BEING a 211,9140 acre (9,230,973 square foot) tract of land located in the W.D.C. Hall Survey. Abstract No. 23, Harris County. Texas, and being out of that tract of land conveyed to Reed-West Investments, Ltd. as per an instrument recorded under County Clerk's File No. T464162 of the Official Public Records of Real Property of Harris County, Texas and being more particularly described by metes and bounds as follows:



COMMENCING at a 5/8 inch iron rod found on the southeast right-of-way line of Scarsdale Road (having a 100 foot wide right-of-way) for the west corner of Sagement First Home, a subdivision per map or plat thereof recorded under Film Code No. 389035 of the Map Records of Harris County, Texas, and the Beginning of a Curve to the right whose center bears North 55°01'32" West:

THENCE in a southwesterly direction along the arc of said curve to the right, having a Radius of 1300.00 feet; a Central Angle of 19°52'35", An Arc Length of 450.98 feet, and a Long Chord which bears South 44°54'45" West, 448.72 feet to a point for a corner;

THENCE South 54°51'02" West, a distance of 21.58 feet to a 5/8 inch iron rod set for the PLACE OF BEGINNING of the herein described tract;

THENCE South 44°44'49" East, parallel to and 470 feet southwest of the southwest line of said Sagemont First Home, a distance of 1584.34 feet to a 5/8-inch iron rod set for an interior corner of the herein described tract;

THENCE North 45°07'47" East, along an exterior line of the herein described tract, same being the the southwesterly extension of the northwest line of that tract conveyed to Roosevelt Texas Holdings, as per an instrument recorded under County Clerk's File No. File No. R157894 of the Official Public Records of Herris County. Texas, a distance of 225.82 feet to a 5/8 inch Iron rod found for an interior corner of the herein described tract;

THENCE South 44°50'35" East, along the most easterly northeast line of the herein described tract, same being the most northedly southwest line of a called 51.1982 acrè tract conveyed to Roosevelt Texas Holdings Co., Inc. as per an instrument recorded under County Clerk's File No R157894 of the said Official Public Records, a distance of 1,041.71 feet to an angle point of the herein described tract;

THENCE South 45°09'25" West, a distance of 167 27 feet to 5/8 inch fron rod found for an Interior angle corner of both the called 51.1982 acre tract and the herein described tract;

THENCE South 44°50'35" East, along the most southerly northeast line of the herein described tract, same being the most southerly southwest line, a distance of 1,041.65 feet to a 5/8 Inch iron rod found for the south comer of the herein described tract, said 5/8 inch Iron rod also being in the northwest line of a called 78.773 acre tract as conveyed to the Harris County Flood Control District as per an instrument recorded under County Clerk's File No. J237306 of the said Official Public Records;

6301 HOLLISTER, SUITE 485 · HOUSTON, TEXAS 77040 PHONE: (713) 895-8080/8081 · FAX: (713) 885-7888

. . . . . .

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#### **EXHIBIT B**

#### **BULK BILL ADDENDUM**

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on February 1, 2017, by and between Comcast of Houston, LLC (the "Company") and Bella Vita Home Owners Association (the "Association") who owns or has control over certain real estate and improvements thereon located at 1548 N. Riviera Circle., Pearland, TX 77581 (the "Premises"), consisting of 617 residential units. This Bulk Addendum supplements that certain Services Agreement dated February 1, 2017 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 to 3 outlet(s) in each of 617 units. As of the date of this Bulk Addendum, the Video Bulk Service consists of the channel lineup set forth on Exhibit C 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 equal to \$21.25 per unit plus a broadcast TV fee equal to \$3.75 per unit and all applicable taxes and fees. The monthly per unit service fee may be increased by the Company upon 30 days written notice and such increase shall not exceed 4% 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.
- 2. The Company agrees to provide the Internet Bulk Service to 1 outlet(s) in each of 617 units. The Internet Bulk Service consists of the Company's basic residential tier of Comcast High Speed Internet Service, having speeds no less than 25 Mps download and 5 Mbps upload for wired Internet Bulk Service (excluding wireless Internet). The Association shall pay the Company a monthly per unit service fee for Internet Bulk Service equal to \$25.00 per unit plus all applicable taxes and fees. The Internet Bulk Service does not include network interface cards or any other customer premises equipment ("CPE"). The CPE, including the personal computer, must meet the minimum specifications as provided in Exhibit D attached hereto. The monthly per unit service fee may be increased by the Company upon 30 days written notice by not more than 4% per year.
- 3. The Association acknowledges and understands that a digital receiver is required to receive the Video Bulk Service and a cable modem is required to receive the Internet Bulk 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 high definition digital receiver(s), 1 remote control(s) and 1 wireless gateway. In addition, the Company will provide those portions of the Video Bulk Service that do not require equipment capable of two way communications on 2 additional outlets and to the extent that a resident does not have such equipment in their unit, the Company shall provide each resident with 2 digital adapter(s) and 2 remote control(s). The resident shall be required to enter into a separate agreement with the Company accepting responsibility for the high definition 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 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.

- 4. The Services shall be the same services the Company provides to residential subscribers in the Company's franchise area where the Premises is located. Any additional services to the Services set forth in this Bulk Addendum will be negotiated by the parties in good faith and expressed in an amendment to the Agreement signed by both parties.
- 5. 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 Association in the event payment of the monthly per unit service fee remains unpaid for 60 days.
- 6. 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 <a href="https://www.comcast.com/Corporate/Customers/Policies/Policies.html">www.comcast.com/Corporate/Customers/Policies/Policies.html</a>. 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.
- 7. 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.
- 8. The Association acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. The Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to the Association or anyone claiming through the Association. The Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company.
- 9. 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.
- 10. 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:	Bella Vita Home Owners Association
Name: Dianne Clement	By: Rould H. Della.  Name: Ronard H. GERLACH  Title: PRESIDENT BELLAVITA AT GREEN TEE HOL
ATTEST:	COMPANY Comcast of Houston, LLC
	By: Tafel Marking
Name:	Name: Ralph Martinez

Title: Regional Senior Vice President

## EXHIBIT C BULK SERVICE CHANNEL LINEUP

## EXHIBIT C BULK SERVICE CHANNEL LINEUP

704 FXX HD 710 Sports Overflow HD 713 Investigation Discovery HD 717 WE HD 718 Oxygen HD ^ 729 Viceland HD 730 BBC America HD 740 Sprout HD 772 UP HD	
622 Cartoon Network HD ^ 623 A&E HD   624 Hallmark Channel HD   625 CNN HD   626 HIN HD   626 HIN HD   627 FIN Weather   Channel HD ^ 629 MYV HD ^ 639 MYV HD ^ 631 FX HD   631 FX HD   632 FreeForm HD   633 ESPN HD   634 ESPN2 HD   635 Goif Channel HD   635 Goif Channel HD   636 FINT HD   637 FXN Houston HD   638 FXN Houston HD   639 FXN HD   640 Disney Channel HD   641 Disney Channel HD   642 Animal Planet HD   643 MICKelodeon HD   644 EI HD   645 GNEC HD   646 BET HD   647 HGTV HD   650 Galavisión HD   651 TBS HD   651 TBS HD   652 Food Network HD   653 WICK HD   664 WIN HD   665 GRAVIN HD   665 WIN HD   665 GRAVIN HD   666 WIN HD   667 TUTV HD   668 Bloomberg TV HD   668 MSNBC HD   669 Bloomberg TV HD   671 LIMN HD   672 YJ, HD   674 HIN HD   675 FY HD   677 HIN H	676 National Rogeraphic 676 National HD 677 Fox Business Network HD ^ 680 Hallmark Movies & Mysteries HD 683 Esquire HD 684 TV One HD
25 CNN 27 The Weather Channel 28 OvC 28 OvC 38 Fox News Channel 40 Lifetime ^ A 41 Disney Channel ^ A 42 El ^ Animal Planet 42 El ^ Animal Planet 44 El ^ Animal Planet 45 El ^ Animal Planet 46 BET 56 C-SPAN 57 AMC ^ A 58 History ^ A 59 Comedy Central 67 Trul'V 204 EWTN 208 C-SPAN 208 FT HD 653 CAN 663 FT HD 654 ET HD 655 FOON Network HD 655 COMPOUNT CENTRAL HD 656 HISTORY HD 657 AMC HD 658 HISTORY HD 659 Comedy Central HD 650 HISTORY HD 729 Viceland HD 720 Cartoon Network ^ 22 Cartoon Network ^ 22 Cartoon Network ^ 23 A&E ^ 30 NN 208 NN	
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# EXHIBIT D CUSTOMER PREMISES EQUIPMENT MINIMUM REQUIREMENTS