#### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on December 1, 2015, by and between Comcast of Florida/Georgia/Pennsylvania, L.P. (the "Company") and Lexington Lakes Condominium Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 3101 SE Lexington Lakes Dr. \_\_\_\_\_ Stuart, FL 34994 (the "Premises"), commonly known as "Lexington Lakes," consisting of 264 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 Stuart, Florida (the "Franchise Area"). The Association desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

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

# 1. Wiring.

- a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the 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) <u>The System</u>. The System shall consist of the Company Wiring and the cable home run wiring.
- c) <u>Use and Maintenance of Wiring</u>. The Association has the authority to grant and does hereby grant to the Company, at 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) <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 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. <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 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. <u>Customer Service</u>. 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. <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 or the Association does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Association or resident, as the case may be.
- 9. <u>Term.</u> This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Association and the Company and their respective successors and assigns for a term of 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. <u>Insurance</u>. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. 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 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 Association, its personnel, directors, agents and representatives in the operation or maintenance of 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 and to interconnect with and use the cable home run 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. <u>Marketing Support</u>. 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 The Company is not allowed to conduct door to door solicitation.

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

17. Common Area Courtesy Video Outlet. The Company shall provide 3 outlet(s) at no charge to the Association at the Premises with Digital Starter level of service (the "Video Courtesy Outlets"). The Association acknowledges and agrees that it is prohibited by federal copyright law. and the Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Premises. The Association hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Premises, nor permit any other person to do so. In the event the Association engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, the Company may terminate the Video Courtesy Outlets. The Association shall return any equipment provided by the Company for use with the Video Courtesy Outlets within 10 days of the expiration The Association shall reimburse the Company for the or termination of this Agreement. 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. Miscellaneous.

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

f) 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:

Lexington Lakes Condominium Association,Inc. 3101 SE Lexington Lakes Drive \_\_\_\_\_ Stuart, FL 34994 Attn.: Office

# If to the Company:

Comcast of Florida/Georgia/Pennsylvania, L.P. 1100 Northpoint Parkway \_\_\_\_\_\_ West Palm Beach, Florida 33407
Attn.: Xfinity Communities

# With a copy to:

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

- g) <u>Confidentiality.</u> Subject to Section 17(e) and except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Association or the Company to reasonably conduct its business.
- h) <u>Entire Agreement; Amendments.</u> All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.
- i) <u>Authority.</u> Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

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

	ASSOCIATION
WITNESS/ATTEST:	Lexington Lakes Condominium Association,Inc.
Maureen Dore Name: Maureen Dore	By: Whan Name: Numothy R 2HAAS Title: VICE President
	COMPANY
ATTEST:	Comcast of Florida/Georgia/Pennsylvania, L.P.
	Ву:
Name:	Name: Amy Smith
	Title: Regional Senior Vice President, Florida
	Region

EXHIBIT A (see attached)

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## **GRANT OF EASEMENT**

This Grant of Easement (this "Easement") dated December 1, 2015, is made by and
between Comcast of Florida/Georgia/Pennsylvania, L.P., with an address of, 1100 Northpoint
Parkway, West Palm Beach Florida 33407 its successors and assigns, hereinafter referred to as
"Grantee" and Lexington Lakes Condominium Association, Inc., with an address of 3101 SE
Lexington Lakes Drive,, Stuart FL 34994 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Services Agreement dated December 1, 2015, 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 3101 SE Lexington Lakes Dr. \_\_\_\_\_\_\_, Stuart, FL 34994 in Martin 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.

	GRANTOR
WITNESS/ATTEST:	Lexington Lakes Condominium Association,Inc.
Maureen Dore Name: Maween Dore	By: Follow  Name: Timothy Ri HAAs  Title: V. D.
WITNESS/ATTEST:	
Name: Vinginia Lavish	
	GRANTEE
WITNESS/ATTEST:	Comcast of Florida/Georgia/Pennsylvania, L.P.
Name:	By: Name: Amy Smith Title: Regional Senior Vice President, Florida Region
WITNESS/ATTEST:	
Name:	

STATE OF Harida) ss.	
<del></del>	<i>4</i>
The foregoing instrument was acknowledged before me this by Imola, I. Harm, the V. Condominium Association, Inc., on behalf of said entity. He/has presented (type of identification	a) as identification and did/did not
take an oath.  Witness my hand and official seal.  Many 1  (Print No.	Jun Curtus Jun Curtus Notary Public ume)
My commission expires: $\sqrt{uu+27, \lambda v/6}$ (Print Na	
STATE OF) ss. COUNTY OF)	MARY ANN CURTIS  Notary Public - State of Florida  My Comm. Expires Jun 27, 2018  Commission # EE 212094
COUNTY OF	
The foregoing instrument was acknowledged before me this by Amy Smith, the Regional Senior Vice President, Florida Relorida/Georgia/Pennsylvania, L.P., on behalf of said entity. or has presented (type of identified did/did not take an oath.	egion of Comcast of He/She is personally known to me
Witness my hand and official seal.	
(Print Na	Notary Public me)
My Commission expires:	•

# LEGAL DESCRIPTION

[see attached]

#### **EXHIBIT B**

## **BULK BILL ADDENDUM**

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on
December 1, 2015, by and between Comcast of Florida/Georgia/Pennsylvania, L.P. (the
"Company") and Lexington Lakes Condominium Association, Inc. (the "Association") who owns
or has control over certain real estate and improvements thereon located at 3101 SE Lexington
Lakes Dr Stuart, FL 34994 (the "Premises"), consisting of 264 residential units. This
Bulk Addendum supplements that certain Services Agreement dated December 1, 2015 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 Bulk Service to 1 outlet(s) in each of 264 units. As of the date of this Bulk Addendum, the 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 the Bulk Service equal to \$29.95 per unit(s) plus a broadcast TV fee equal to \$3.25 per unit and all applicable taxes and fees. The monthly per unit(s) 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 notice and shall not exceed the then current residential broadcast TV fee increase.
- 2. The Association acknowledges and understands that a digital receiver 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 Addendum, the Company shall provide each resident with 1 digital receiver(s) and 1 remote control(s) and the Company will provide those portions of the 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 digital receiver(s), digital adapter(s), remotes 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 Bulk Service, which do not require a digital receiver or digital adapter without any reduction in the monthly per unit(s) service fee. The type of digital receiver(s), digital adapter(s) and remotes provided to the residents shall be at the Company's sole discretion.
- 3. Monthly per unit(s) service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to administrative fees if not paid within 15 calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to the Association in the event payment of the monthly per unit(s) service fee remains unpaid for 60 days.
- 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 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.
- 6. In addition to the Bulk Service, the Company may provide to individual residents certain optional services and equipment, including but not limited to, multi-channel video, Internet and voice services ("Additional Services"). Additional Services will be addressed in separate agreements with individual unit residents. The Association assumes no liability or responsibility for charges for Additional Services contracted for by individual residents.
- 7. 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.
- 8. 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:	Lexington Lakes Condominium Association,Inc.
Maureen Dorc	By: Whom  Name: Timothy R, Hass  Title: J, P.
ATTEST:	COMPANY  Comcast of Florida/Georgia/Pennsylvania, L.P.
Name:	By: Name: Amy Smith
	Title: Regional Senior Vice President, Florida Region

# EXHIBIT C Bulk Service Channel Lineup

### **COMPENSATION AGREEMENT**

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and
entered into on December 1, 2015, by and between Comcast of Florida/Georgia/Pennsylvania,
L.P. (the "Company"), and Lexington Lakes Condominium Association, Inc., (the "Association"),
who owns or has control over certain real estate and improvements thereon located at 3101 SE
Lexington Lakes Dr. Stuart, FL 34994 (the "Premises") consisting of 264 units.

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

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

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

- 1. As consideration for the Association entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Association a per unit fee of \$60.00 (total \$15,840.00 (the "Per Unit Compensation")) payable within 90 days after the execution of this Compensation Agreement and Agreement by both parties. The Association shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
- 2. The Association's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
- 3. The Association represents, warrants and covenants to the Company that:
- a) The Association is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
- b) The Association has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
- 4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

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

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

## If to the Association:

Lexington Lakes Condominium Association,Inc. 3101 SE Lexington Lakes Drive \_\_\_\_\_\_Stuart, FL 34994
Attn.: Office

# If to the Company:

Comcast of Florida/Georgia/Pennsylvania, L.P. 1100 Northpoint Parkway \_\_\_\_\_ West Palm Beach, Florida 33407
Attn.: Xfinity Communities

# With a copy to:

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

- 10. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Association or the Company to reasonably conduct its business.
- 11. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.
- 12. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

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

	ASSOCIATION
WITNESS/ATTEST:	Lexington Lakes Condominium Association, Inc.
Maure Dore Name: Maure Dore	By: Time thy Rilland Title: V.P.
	COMPANY
ATTEST:	Comcast of Florida/Georgia/Pennsylvania, L.P
Name:	By:

STATE OF Ilorida )
STATE OF florida ) COUNTY OF Martin )
The foregoing instrument was acknowledged before me this / 7 day of
My commission expires: June 27, 2016  MARY ANN CURTIS  Notary Public - State of Florida  My Comm. Expires Jun 27, 2016  Commission # EE 212094
STATE OF) ) ss.
COUNTY OF)
The foregoing instrument was acknowledged before me this day of, 201_ by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of Florida/Georgia/Pennsylvania, L.P., 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: