



SERVICES AGREEMENT

This Services Agreement (the "Agreement") is dated January 30, 2009, and is between Comcast of Panama City, Inc. (the "Company"), and Aqua Vista, (the "Association"), who owns certain real estate and improvements thereon located at 17155 Front Beach Road, Panama City Beach, Florida 32413 (the "Premises"), commonly known as Aqua Vista, consisting of 84 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 County of Bay County, Florida (the County). 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:

I. The System.

a) The Company has installed, and shall operate, maintain and repair, all facilities necessary to transmit the Services to the Premises (the "Company Wiring"). All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company shall be responsible for all costs and expenses incurred by it in operating, maintaining and repairing the System.

b) The cable home run wiring and cable home wiring has been installed at the Premises (the "Inside Wiring"). The System shall consist of the Company Wiring and the Inside Wiring. The Company shall operate, maintain and repair the System. The Company 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. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the operation of the System.

c) Neither the Association nor anyone operating on its behalf shall tap into, use or

otherwise interfere with the System or any portion thereof for any purpose. The Company Wiring is and will remain the personal property of the Company. The Inside Wiring is and will remain the property of the Association. The Company shall have the right to interconnect with and use any telephony inside wiring facilities, cross connect facilities and other telephony-related facilities owned or controlled by Association 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.

2. Easement. The Association has the authority to grant and does hereby grant an easement in favor of the Company to place its lines across the Premises and to operate the System, and shall cause such easement to run with the Premises. 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 or disconnecting service, installing, maintaining, repairing, replacing or removing the System or any other 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 names 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. Delivery of Services. 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 System on the Premises and to deliver the Services to the Premises, unless otherwise required by applicable law. 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 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 twenty-four (24) hours a day, seven (7) days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.

8. Interference. If any device or facility belonging to a resident or the Association does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Service 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 five (5) years. This Agreement shall automatically renew for successive periods of two (2) years unless either party shall provide the other with a minimum ninety (90) days notice of its intention not to renew at the end of the then current term.

10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Association with a certificate evidencing such insurance.

11. Indemnification. The Company shall indemnify, defend and hold harmless the Association, its personnel, directors, agents and representatives from or against any and all claims, damage or expense arising out of the actions or omissions of the Company, its personnel, directors, agents and representatives with respect to the installation, operation, maintenance or removal of the System and the Services provided to residents at the Premises pursuant to 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 actions or omissions of the Association, its personnel, directors, agents and representatives.

12. Limitation of Liability. THE COMPANY SHALL NOT BE LIABLE TO THE ASSOCIATION FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written

notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (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 sixty (60) day period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event if the defaulting party fails to do so within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (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 six (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 (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 Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

15. Dispute Resolution. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with broadband 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 are 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. Association shall provide exclusive Marketing Support for Company for the Services. The term "Marketing Support" shall include, but not be limited to, Association's presentation of the Company's marketing materials for the Services, including, but not limited to multi-channel video, high speed Internet and voice services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company.

17. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (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 Company.

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. 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:

Aqua Vista
17155 Front Beach Road.
Panama City Beach, Florida 32413
Attn.: _____

If to the Company:

Comcast of Panama City, Inc.
1316 Harrison Ave
Panama City, Florida 32401
Attn.: Cil Schnitker

With a copy to:

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

g) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached, 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.

h) 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.

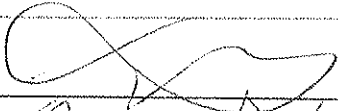
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSOCIATION

WITNESS/ATTEST

Aqua Vista

Kimberly A. Martin
Name: Kimberly A. Martin

By: 
Name: Purvina Dalsora
Title: President of the Board
Date: 3/18/09

COMPANY

ATTEST:

Comcast of Panama City, Inc.

Name: _____

By: KC McWilliams
Name: Steve Dvoskin - KC McWilliams
Title: Regional Vice President Operations VP/GM
Coastal Region Comcast Florida Panhandle
Date: 4/15/09

STATE OF Florida)
) ss.
COUNTY OF Bay)

The foregoing instrument was acknowledged before me this 25th day of March, 2009
by Quinton Dodson (name), the President (title)
of Aquawista (entity), on behalf of said entity. He 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.

Cynthia D. Hayes
Cynthia D. Hayes Notary Public
(Print Name)

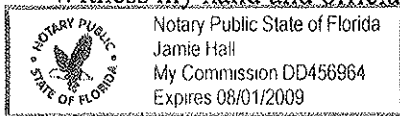
My commission expires: 11/24/2012



STATE OF Florida)
) ss.
COUNTY OF Bay)

The foregoing instrument was acknowledged before me this 15th day of April, 2009
by Steve Dvoskin of Comcast of Panama City, 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.



Jamie Hall
Jamie Hall Notary Public
(Print Name)

My Commission expires: 08/01/2009

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EXHIBIT B
BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (the "Bulk Addendum") is made and entered into this 29th day of January 2009 by and between Comcast of Panama City, Inc.(the "Company"), whose address is 1316 Harrison Ave., Panama City, Florida 32401 and Aqua Vista (the "Association") who owns or has control over certain real estate and improvements thereon located at 17155 Front Beach Road, Panama City Beach, Florida 32413 (the "Premises"), consisting of 84 residential units.

This Bulk Addendum supplements that certain Services Agreement dated January 23, 2009 by and between 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 (Standard and Limited tiers of service) and HBO to all outlet(s) in each of the 84 units. As of the date of this Bulk Addendum, Bulk Service and HBO consists of the channel lineup set forth on Exhibit C attached hereto which is subject to change from time to time. The Bulk Service and/or HBO do not include receivers, remotes or CableCards that may be necessary to receive the Bulk Service and HBO. The Association shall pay the Company a monthly per unit service fee for Bulk Service equal to \$15.18 per unit plus all applicable taxes and fees. The monthly per unit service fee may be increased by the Company no more than 5% annually upon thirty (30) days written notice consistent with service rate increases.
2. Any hearing impaired or legally blind unit owner 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.
3. Monthly per unit service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to an administrative fee of 1% per month if not paid within fifteen (15) calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to Association in the event payment of the monthly per unit service fee remains unpaid for sixty (60) days.
4. In addition to the Bulk Service and HBO, the Company may provide to individual residents certain optional services, 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. Association assumes no liability or responsibility for service charges for Additional Services contracted for by individual residents.
5. 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. Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to Association or anyone claiming through Association. 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 Company or any other reason beyond the reasonable control of Company.

6. This Bulk Addendum shall be effective upon activation of the System at the Premises and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by either party for any reason, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.
7. 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.
8. The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

WITNESS/ATTEST:

Aqua Vista

Kimberly A Martin
 Name: Kimberly A Martin

By: [Signature]
 Name: Quinton Dawson
 Title: Association Board President
 Date: 3-13-09

COMPANY

ATTEST:

Comcast of Panama City, Inc.

 Name: _____

By: KC McWilliams
 Name: Steve Dvoskin KC McWilliams
 Title: Regional Vice-President Operations VP/GM
Coastal Region Comcast Florida Panhandle
 Date: 4/15/09

**EXHIBIT C
Channel Lineup**



**PANAMA CITY/BEACH
CHANNEL LINE UP**

Limited Basic

- | | |
|--------------------------------|---------------------------|
| 2 WMBB - 13 (ABC) Panama City | 41 The Weather Channel |
| 3 WJHG - 7 (NBC) Panama City | 42 FOX News |
| 4 WTVY - 4 (CBS) Dolhan | 44 CNBC |
| 5 HBO * | 45 FX |
| 6 GCCC - Bay County Schools | 46 CTV |
| 7 WPCT - 46 (IND) Panama City | 47 ESPN 2 |
| 8 WPGX - 28 (FOX) Panama City | 48 Golf Channel |
| 10 QVC | 49 Sun Sports |
| 11 WFSG - 56 (PBS) Panama City | 50 MTV |
| 12 WBIF | 51 VH1 |
| 13 WGN - 9 (IND) Chicago | 52 Great American Country |

Expanded Basic

- | | |
|--------------------------------------------|---------------------------------------------------|
| 9 ESPN | 53 BET (Panama City only) |
| 14 TV Guide Channel | 54 Bravo |
| 19 TV Land | 55 IRu TV |
| 21 Discovery Health | 56 Lifetime |
| 22 Disney Channel | 57 Cartoon Network |
| 23 Hallmark Channel | 58 Nickelodeon |
| 24 VERSUS <small>(available 01/03)</small> | 59 ABC Family Channel |
| 25 Turner Classic Movies | 60 EWTN |
| 26 Comcast Sports Southeast | 61 Trinity Broadcast Network |
| 27 FOX Sports Net | 62 USA |
| 28 Spike | 63 E! Entertainment TV |
| 29 TNT | 64 Comedy Central |
| 30 American Movie Classics | 65 Travel Channel |
| 31 TBS Superstation | 67 Weather Scan (24-Hour Local)
& City Council |
| 32 HGTV | 68 C-Span |
| 33 Home Shopping Network | 70 Sci-Fi |
| 34 A & E Network | 72 Animal Planet |
| 35 History Channel | 74 Speed |
| 36 Discovery Channel | 96 Univision |
| 37 The Learning Channel | 98 CMT - Country Music Television |
| 38 Food Network | 99 CW |
| 39 CNN | |
| 40 Headline News | |

* Paid Premium Service

769-0392

For complete rate and package information please call our office. Certain restrictions apply. Not all services are available in all areas. Channel line-up subject to change.