

## INSTALLATION AND SERVICES AGREEMENT

THIS INSTALLATION AND SERVICES AGREEMENT (the "Agreement") is made and entered into this 22nd day of January, 2007, by and between Comcast of Greater Florida/Georgia, Inc. (the "Company"), whose address is 6805 Southpoint Parkway, Jacksonville, Florida, 32216 and Pier Point, LLC (the "Owner") whose address is; 1082 N 3<sup>rd</sup> St, Jacksonville Beach, Fl 32250 who owns or has control over certain real estate and improvements Pier Point Condominiums thereon located at 525 N 3<sup>rd</sup> St, Jacksonville Beach, Fl 32250 (the "Premises"), consisting of 58 residential units plus any units added or constructed in the future.

The Company has been granted by the City of Jacksonville Beach (the "City or the "Franchise Authority") a franchise to construct and operate a cable communications system in the City. The Owner desires to provide broadband services to the Premises, including, but not limited to, cable television service (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.

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

1. System Construction and Installation. The Company agrees to install 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, except for the Pre-Wire (as defined herein) (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 constructing the Company Wiring. The Company agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance or removal of the Company Wiring. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction, installation and operation of the Company Wiring. Owner shall install the Pre-Wire in all units in accordance with Comcast's specifications. For purposes of this agreement, Pre-Wire shall mean all required co-axial wiring inside each unit as well as wiring to the Company's lockbox on each building. The installation of the Pre-Wire shall also mean the toning each co-axial wire to the Company's lockbox and placing a weatherproof tag with the unit number served by such wire. Company will inspect the Pre-Wire to determine if it has been installed in accordance with the Company's specifications. Such inspections will occur a minimum of two times during the construction process with a final inspection occurring before Company certifies the Company Wiring and the Pre-Wire for its network approval. The Company anticipates that this inspection will occur thirty (30) days prior to the completion of the building construction, provided that both the System and the Pre-Wire is complete. At such time that the Company determines that the Pre-Wire meets the Pre-Wire specifications, the Company shall notify the Owner in writing (the "Pre-Wire Acceptance") and the Company shall have the exclusive right to interconnect with, use and

and maintain the Pre-Wire for the term of this Agreement. If the Company's specifications have not been met, in the reasonable opinion of Company the Company shall notify the Owner of any deficiencies in writing and the Company may at its option (i) suspend delivery of the Services to the Premises until the required repairs are made or (ii) if repairs are not made within five (5) days after notice is provided by the Company, repair the Pre-Wire as necessary and charge Owner for all materials and labor expended by Company.

a) Prior to the installation of the Company Wiring, construction plans prepared by the Company may be reviewed upon Owner's request and approved by the Owner, provided that Owner's approval shall not be unreasonably withheld. Owner shall locate on such plans all underground facilities existing on the Premises. Owner shall give the Company at least twenty (20) days notice of the opening of utility trenches on the Premises so that the Company may, at its option, install the Company Wiring in the common utility trenches, and shall otherwise cooperate with the Company in the construction and installation of the Company.

b) The ownership of all parts of the Company Wiring installed by the Company shall be and will remain the personal property of the Company. At no time during or after the term hereof shall the Owner or any third party have the right to use the Company Wiring or any portion thereof for any purpose. The ownership of the Pre-Wire shall be and will remain the personal property of the Owner. At no time after receipt of the Pre-Wire Acceptance and during the term hereof shall the Owner or any third party have the right to use the Pre-Wire or any portion thereof for any purpose.

2. Easement. The Owner 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 Company Wiring, and shall cause such easement to run with the Premises. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.

3. Access. The Owner will 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 equipment and apparatus connected with the provision of the Services and will 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. Owner will supply the names and unit numbers of residents at reasonable intervals. Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the exclusive right to construct, install, operate and maintain the System on the Premises (whether by cable, satellite, microwave or otherwise) and to deliver the Services to the Premises, unless otherwise required by applicable law.

5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company. Company may, at its discretion, make changes the Services and the rates charged for such services. The rates charged for the Services shall not exceed the Company's then current retail rate in the Company's franchise are where the Premises is located.

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, seven 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. Interference. Neither the Owner nor anyone operating on its behalf will tap or otherwise interfere with the System for any purposes. 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, provided, however, that should any device or any facility belonging to a resident (or Owner) 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 service to the Premises, or, at the Company's discretion, the individual unit, until such non-conformance is cured by the Owner or resident as the case may be.

8. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of ten (10) years. This Agreement shall automatically renew for successive periods of two (2) years unless either party shall provide the other with a minimum sixty (60) days notice of its intention not to renew at the end of the then current term.

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

10. Indemnification. The Company shall indemnify, defend and hold the Owner harmless from any and all claims, damage or expense arising out of the actions or omissions of the Company, its agents and employees 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 Owner shall indemnify, defend and hold the Company harmless from any and all claims, damage or expense arising out of the actions or omissions of the Owner, its agents and employees.

11. **Limitation of Liability.** THE COMPANY SHALL NOT BE LIABLE TO OWNER FOR ANY LOST PROFITS, 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.

12. **Termination.**

a) **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) 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 sixty (60) day period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event 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) **Loss of Franchise.** This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company's franchise with the Franchise Authority or any renewal thereof ceases to be in effect.

13. **Removal of System.** Upon termination of this Agreement for any reason, the Company shall have a period of six (6) months in which it shall be entitled but not required to remove the System,. The Company shall promptly repair any damage to the Premises occasioned by such removal. If Company does not remove the Company Wiring within such six (6) month period it shall be deemed abandon and become property of Owner without further liability to the Company.

14. **Dispute Resolution.** All disputes under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution 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 multi-channel video program distribution 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.

15. 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 Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, 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: Pier Point, LLC  
1082 N 3<sup>rd</sup> St,  
Jacksonville Beach, Fl 32250

Attn.: Mark Werner

If to the Company:

Comcast  
6805 Southpoint Parkway  
Jacksonville, FL 32216  
Attn.: Commercial Accounts Manager

With a copy to:

Comcast Cable Communications, LLC.  
1500 Market Street  
Philadelphia, PA 19102  
Attn.: General Counsel


g) Entire Agreement; Amendments. This Agreement, including Exhibit A, 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.

WITNESS/ATTEST:

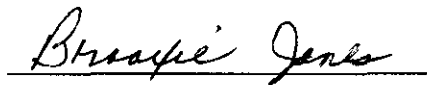
OWNER: Pier Point, LLC

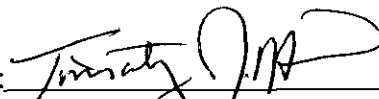
  
Matthew Sutter

By:   
Name: William G. Evans  
Title: Principal

ATTEST:

Comcast of Greater Florida/Georgia, Inc.



By:   
Name: Timothy L. Horn  
Title: Vice President/General Manager

STATE OF Florida )  
 ) ss.  
COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 24 day of January, 2007 by William G. Evans, of Pier Point, on

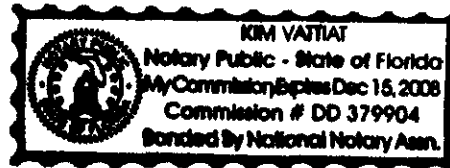
(Print Name)

behalf of the corporation. He/she is personally known to me or (has presented drivers license (FL) (type of identification) as identification and did did not take an oath.

Witness my hand and official seal.

Kim Vattiat  
Kim Vattiat Notary Public  
(Print Name)

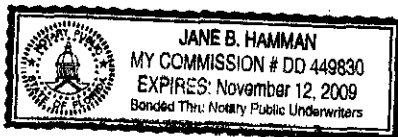
My commission expires: 12-15-08



STATE OF FLORIDA )  
 ) ss.  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 6 day of Feb, 2007 by Timothy J. Horn, of Comcast of Greater Florida/Georgia, Inc., on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.



Jane B. Hamman  
Jane B. Hamman Notary Public

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