

CABLE TELEVISION INSTALLATION AND SERVICE AGREEMENT

This Agreement is entered into upon signature of all parties by and between BRIGHT HOUSE NETWORKS, LLC, through its Central Florida Division ("BHN"), and UNIVERSITY OF CENTRAL FLORIDA ("University, UCF, or Owner") on behalf of its Board of Trustees and its successors and assigns.

Terms & Conditions

WHEREAS, BHN operates a cable television system in Orange County, Florida, pursuant to Federal and Florida law; and

WHEREAS, University owns and operates the UNIVERSITY OF CENTRAL FLORIDA, Orange County, Florida, containing approximately three thousand one hundred fifty (3150) units including all units added in the future at the University of Central Florida; the legal description of which is attached as Exhibit "A", and

WHEREAS, BHN will deliver to designated service areas all television channels as described in Section 2A and University chooses to distribute only those signals described in Section 2A herein (the "Service")

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants provided herein, the parties agree as follows:

Definitions

"RFP" (University of Central Florida Request For Proposal) shall mean Request For Proposal No. 3048ZCSAR outlining the proposed terms and conditions to be considered for agreement to provide Services.

"Services" shall mean entertainment and video services.

"Other Services" shall mean telecommunications, Internet broadband services and information services.

"System" shall mean a system of coaxial cable, fiber optic cable or lines, or other types of cable lines, or other wireline or wireless delivery system for the provision of Services to the Premises.

"Right of Entry Term" shall mean that period of years provided in Section 1 of this Agreement, including any renewal periods, for which BHN may provide Services to residents of the Premises.

1. TERM.

- A. The initial term of this Agreement is for a period of five (5) years commencing as of July 1, 2006, unless earlier terminated as provided for in Section 12 hereof (the "Initial Term").
- B. This Agreement shall be automatically renewed for two (2) successive five (5) year terms thereafter (the "Renewal Term") unless either party receives written notice from the other of its intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or subsequent Renewal Term.

2. SERVICE.

- A. BHN will provide the service areas the following service package:

Basic/Standard (as described in Section 7.0 - Optional Channel Lineup in RFP) excluding any premium channels unless indicated herein.

Premium Services: N/A

Additional Channels -- As requested by University, BHN will insert the following channels into the Optional Channel Lineup:

College Sports Network
MTV2
Outdoor Life Network

Conditions: The above referenced Service(s) will be distributed to each location according to the provisions of the Agreement. University is responsible for providing television sets at each outlet location that are capable of displaying this level of Service.

BHN reserves the right to add, delete or reposition channels at any time during this Agreement. BHN shall notify University in writing at least sixty (60) days prior to making such changes.

- B. BHN will provide University with required services as outlined in the RFP. RFP Sections 4.0, 5.1, 5.2, 5.7 and 7.0, are of special concern and minimum requirements of those sections are hereby discussed for clarification:

1. RFP Section 4.0 Baseline Service Specifications: As indicated in the RFP, the entire Section 4.0 is required specifications and requirements. University needs to ensure that all the items in Section 4.0 are included in the final contract with BHN. According to BHN's proposal response, BHN has indicated "Full Compliance."

Three key projects included in Section 4.0 are described in Sections 4.9, 4.10, and 4.14:

Section 4.9 Local Broadcast, Local Origination Channels, and Baseline: BHN is to set up their system to support ten (10) local origination channels. The ten (10) local origination channels will be in a mutually agreeable location. These are to be accessible for viewing by all University entities and Greek Park on campus and in University occupied buildings located in the Central Florida Research Park.

Section 4.10 Blocking Housing's Local Origination Channel: University Housing will be using Channel 9 for their "Movie Channel." As part of Housing's contract with the movie programming supplier, only students residing in University residence halls must be able to view this programming. Thus, BHN has agreed to perform network modifications to restrict Channel 9 to only on-campus resident halls.

Section 4.14 Enhanced Safety Capability: In this section 4.14, BHN must provision and install an emergency notification system to allow a University entity to interrupt normal TV programming and insert emergency messages.

2. RFP Section 7.0 Proposal Tabulations: University has elected to choose BHN's optional channel line-up titled "Current University Channel Lineup" as described on Page 27 of the BHN's proposal. The cost per drop for this optional lineup is \$5.71.
3. RFP Section 5.2 Ownership of the Cable Network: University has the right to buy out the cable network at the end of the fifth year of the contract for \$71,287.00. The University shall have a buy out right regarding the cable network if this Agreement is terminated after the Initial Term or at the expiration of a Renewal Term.
4. RFP Section 5.7 Cable Locates: University needs to include this section in the final contract.

No other options are desired by University in Section 5.0 and offered by BHN in their proposal other than those addressed above.

3. RATES.

BHN agrees to provide the Service and University agrees to pay BHN according to the following schedule, subject to adjustment:

During the Initial Term, a per/unit monthly amount shall be Five Dollars and .71/100 (\$5.71) plus all applicable taxes and fees for Orange County Florida.

BHN may move programming services from one tier or package to another tier or package or may add or delete programming to a tier or package. UCF agrees to pay BHN \$5.71 per unit per month plus all allowable taxes and fees for Orange County. This rate shall remain stable for the Initial Term of this Agreement (5 years) unless UCF and BHN agree it in the best interest of both parties to negotiate a rate change. The per/unit monthly rate will adjust to \$6.00 at the time of the first year of a Renewal Term and each subsequent year during a Renewal Term may be subject to a maximum annual rate increase not to exceed 5%, if applicable. BHN shall notify University of any such rate increase ninety (90) days prior to any such increase being effective (by April 1st in any give year). During any Renewal Term rate increase(s) shall become effective on July 1st. All payments will be billed one month in advance and are due by the tenth day of the month billed.

BHN reserves the right to interrupt service should the University become ninety (90) days delinquent in its payments under the terms of this Agreement. Such an interruption shall not affect the rights of BHN under the terms of this Agreement.

4. METHOD OF DELIVERY.

BHN will provide cable television services by the following method:

From BHN's easements utilizing University's easements as provided herein.

5. EXCLUSIVITY.

University agrees that it shall not install, cause to be installed, or allow to be installed on its behalf any other residential cable or satellite television service for the University's use during the term of this Agreement. University agrees that BHN has an exclusive right to provide "free to guest" television services for servicing the University's use and that University will not grant any easement or right-of-way for the purpose of delivering residential cable television (other than off the air broadcast signals and/or pay per view service) by means of coaxial cable or satellite system or wireless antenna for the University's use. University

certifies that there is no existing contractual agreement with any third party for the provision of residential cable television service to the University with the exception of the Agreement that is being entered into with BHN.

6. INSTALLATION AND MAINTENANCE OF CABLE DISTRIBUTION SYSTEM.

The wires, cable, and associated electronic devices used to deliver the Service to individual rooms in the Premises will consist of two parts (hereinafter referred to collectively as the "System"). The first part will consist of coaxial cable from BHN's street easements running under the campus to a point where it will connect with the second part thereby, creating "The System." The second part shall consist of the internal coaxial cable with the connectors, wall plates, and necessary hardware thereto as required hereunder, which will distribute BHN's Service throughout the Premises utilizing easements as provided below. University shall inform BHN of the location of all underground private utilities and other facilities on the property. In the event all private underground utilities and other private facilities are not properly identified by Owner, the Owner shall only be responsible for the costs associated with the repair of any damages caused to the private underground utilities and private facilities based upon Owner's failure to identify known private underground utilities and other private facilities. University must provide required space for all signal processing and distribution equipment.

University will maintain temperature in internal housing required for electronic equipment at manufacturer and/or BHN specifications, which shall be between 65 degrees and 70 degrees Fahrenheit. University is responsible for payment of electric service required to operate the System. University will provide indoor space for one security box with a space requirement of 30" x 30" x 40" deep in room that meets temperature specifications between 65 degrees and 70 degrees Fahrenheit. University will provide a power outlet with at least twenty (20) amps of capacity for equipment housed in the security box.

The internal system has been installed by University and University will be responsible for all service and maintenance of internal system. BHN will provide signal to demarcation point in phone/tv room and will be responsible for signal levels to the demarcation point only. Prior to activation of service, BHN will perform an acceptance of the internal system to ensure it meets FCC regulations and that there is no signal leakage. Further, University must maintain internal system to ensure it meets FCC regulations and that there is no signal leakage. Failure for University to maintain Internal System to FCC Standards allows BHN to terminate signal. BHN will terminate the signal after thirty (30) days written notice to University notifying them of said signal leakage. If the signal leakage is not cured during the thirty (30) day time period, BHN will terminate the signal until said signal leakage is cured.

Should the University at any time, require BHN to relocate any or all of its equipment, all costs related to the equipment move will be at the University's expense.

7. OWNERSHIP AND MAINTENANCE.

The System installed on the campus by BHN, including without limitation, cable and signal processing equipment, shall at all times be and remain the property of BHN and shall not be merged or otherwise annexed to any real or personal property connected with the Premises or used by any third parties other than BHN. BHN shall maintain all such equipment at its sole cost. If requested by BHN, University shall join with BHN in the execution and filing of a UCC-1 financing statement or statements to evidence BHN's Ownership interest in the equipment it installs pursuant to this Agreement. University agrees that degradation of picture quality deemed to be the result of interference from University having any other signal amplification equipment placed on the campus subsequent to this agreement will be corrected at University's expense according to BHN's specification; any degradation of picture quality deemed to be the result of any equipment currently existing and operation on campus will be corrected at BHN's expense. Further, BHN agrees that degradation of picture quality deemed to be a result of BHN's System will be corrected at BHN's expense. To the extent permitted by law, all prewire, postwire and equipment shall remain the property of BHN. BHN shall be entitled to seek injunctive relief for its use by any person other than BHN. No wires or equipment installed by BHN shall be moved, removed, altered or used by University or any third party without the express written permission of BHN; provided that all such installations comply with the University's protocol and construction policies and standards. University grants BHN use of inside wiring for duration of contract and all successive auto renewals.

Upon the expiration or earlier termination of this Agreement, all elements of the System installed by BHN, remain the property of BHN. University has the option to buy out the distribution network as described in Section 5.2 of the RFP and as set forth in this Agreement. Should University not exercise their option to buy out the distribution network, BHN will coordinate removal of the System with University. BHN shall have the right, within ninety (90) days after the expiration or earlier termination of this Agreement, to remove from the property any amplification and distribution devices which are a part of the System, including, without limitation, cable boxes located within any apartment unit, provided that such devices are not located underground or within the walls of any structure on the property and that such removal will not damage University's or a third party provider's future ability to easily use all elements located underground or within the walls of any structure on the property. Any such devices not removed by BHN within said ninety (90) day period shall be deemed to be abandoned by BHN and

shall become the property of University at no cost to University, without the need for any further action or documentation by BHN and University. To the extent such devices are located underground or within the walls of any structure on the property, BHN may not remove same, and such devices shall become the property of University at no cost to University, without the need for any further action or documentation by BHN and University. All home wire as determined by the FCC at the time of this Agreement, even if upgraded or maintained during the term of this Agreement by BHN, shall at all times be the property of University, and BHN shall surrender its use of such Inside Wiring and leave same in good working order upon the expiration or earlier termination of this Agreement, unless such use is extended pursuant to the smooth transition obligations of this section. BHN agrees to coordinate with University the removal of its equipment from the property so as to minimize any interference to the tenants on the property, and shall give University ten (10) days prior notice of its intent to remove such equipment. BHN agrees to restore the property to the condition of the property existed prior to BHN's installation of equipment, less reasonable wear and tear, and all such removals shall comply with the University's protocol and construction policies, guidelines and standards. Additionally, BHN agrees to coordinate the removal of its equipment with any successor provider of services so as to minimize any interference with the provision of services similar to the services to the property.

8. ACCESS.

During the term of this agreement, University hereby grants to BHN a license to access those parts of campus specifically necessary for ingress and egress for the purpose of installing, maintaining, operating, repairing, upgrading, and removing the System and the services thereof. Such a grant is conditional upon BHN remaining in good standing under the terms of this agreement and not in breach thereof. BHN shall have access to the Property and the buildings and improvements thereon for services set forth in Section 2 of this agreement; provided however, that BHN notifies Owner in advance of any access needs and that BHN must be accompanied by one of Owner's employees or agents during such access. This license shall be binding upon all parties hereto, their successors and assigns. Further, any installing, maintaining, operating, repairing, upgrading, and removing the System and the services related to this license shall be conducted in accordance with and conform to Owner's construction standards, policies and guidelines.

9. LOCAL ORIGINATION CHANNEL.

Upon final execution of this Agreement, BHN will commence the design and installation of equipment needed for the System to accommodate ten (10) local origination channels. The location of the ten (10) local origination channels provided to University within the channel lineup shall be mutually agreed upon.

BHN's involvement will be limited to providing equipment required to add the local origination channels. University shall provide a climate-controlled space located on the property, approximately 30" x 30" x 40" for use by BHN to accommodate the local origination channel. If University elects to relocate the local origination channels, regardless of reason, University will reimburse BHN for actual pre-approved expenses incurred to relocate the channels. BHN shall maintain the equipment required for the operation of said channels during the initial term of the Cable Television Installation and Service Agreement and any renewals thereof. In no event shall the local origination channels be operated to provide security to the property.

10. DAMAGES TO CAMPUS.

Any damage to campus property real or personal caused by BHN, its agents or employees, will be promptly repaired by BHN to the reasonable satisfaction of University. Any damages caused to BHN's equipment by University, its, agents or employees, will be promptly repaired to the reasonable satisfaction of BHN. University will take all reasonable precautions to notify its contractors, agents or employees of the location of BHN's equipment and shall require its contractors to reimburse BHN for the cost of repairing or replacing any damage to BHN's equipment within thirty (30) days after the occurrence of such damage. Upon default judgment of such obligation by its contractors or agents, University agrees to reimburse BHN for the cost of repair or replacement.

11. INDEMNITIES.

BHN shall hold harmless and indemnify University from and against any and all damages or claims for damage that may occur by reason of BHN's construction and maintenance of the system, except loss or damage arising from a negligent act or omission of the University, its agents or employees. University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of University and its officers, employees, servants, and agents thereof while acting within the scope of their agency or employment by University. University and BHN further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

12. CANCELLATION /TERMINATION OF CONTRACT FOR DEFAULT

- A. In the event of material breach of the terms and conditions of this Agreement by BHN, University may terminate this Agreement after sixty (60) days written notice to BHN of the breach. If the alleged default has

been cured prior to the end of the notice period, this Agreement shall remain in full force and effect. If such default has not been cured, University shall not be liable for any services so provided after the termination and may cease use of services and may pursue all remedies available at law or equity.

- B. In the event of default in the payments referred to herein by University, BHN may terminate this Agreement after sixty (60) days written notice to University of the breach. If the alleged default has been cured prior to the end of the notice period, this Agreement shall remain in full force and effect. If such default has not been cured, BHN may discontinue services and may pursue all remedies available at law or equity.
- C. Upon termination of this Agreement, BHN shall have the option to remove, in accordance with the terms and conditions of this agreement, at its expense, any and all of the equipment originally installed or installed as replacements or repairs to that part of the system which BHN owns hereunder. In connection with such removal, the University shall provide BHN reasonable access to the campus and equipment.
- D. Any contract established as a result of the RFP may be unilaterally canceled by University for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract.
- E. University may also terminate this Agreement if BHN is unable to provide all services for any period of fifteen (15) consecutive days, except if such failure is a result of a condition of Force Majeure as defined in Section 14 (below).

13. COSTS AND ATTORNEYS FEES.

If it becomes necessary for either party to enforce, defend, or seek an interpretation of its rights created herein in any judicial or quasi-judicial proceeding, the prevailing party shall be entitled to reimbursement from the other party of reasonable costs of litigation through appeal, including but not limited to, court costs, reasonable attorneys' fees (including a reasonable value for the time of in-house counsel), paralegal fees and other such costs and fees incident to enforcement or defense of its rights.

14. FORCE MAJEURE.

Despite anything to the contrary in this Agreement, neither party will be liable or in default for any delay or failure of performance resulting directly from anything

beyond the control of the non-performing party, such as acts of God; acts of civil or military; acts of public enemy; war; hurricanes; tornadoes, storms earthquakes or floods; fires or explosions; governmental regulations; or strikes, lockouts, acts of terrorism or other work interruptions.

15. ASSIGNMENT

Either party shall have the right to assign this Agreement upon timely written notice, and to delegate all rights, duties and obligations hereunder, to any parent, any company wholly owned or controlled by a parent company, successor or subsidiary organization. This agreement shall inure to the benefit of and be binding upon the undersigned and their respective personal representatives, heirs, successors and assigns.

16. MISCELLANEOUS PROVISIONS.

- A. The provisions of this Agreement may not be changed orally, but may be amended or supplemented by an Agreement in writing, signed by both of the parties.
- B. This agreement and any attachments and/or addenda hereto that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, University's Invitation to Bid ("ITB") or Request for Proposal ("RFP"), if any, including all the University's ITB/RFP specifications, and the BHN's ITB/RFP response, if applicable. In the event of any conflict or inconsistency between this agreement and the provisions of attached documents, the order of priority is:
 - 1. this Agreement;
 - 2. University's ITB/RFP and ITB/RFP specifications, if any;
 - 3. BHN's ITB/RFP response; and
 - 4. any other attached documents signed by the University's official signatory at the time the Agreement is executed.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any cause of action arising hereunder shall be in the Circuit Court of Orange County, Florida.
- D. All notices and other communications to be given pursuant to this Agreement shall be deemed to have been duly given (1) if personally delivered to the person being served or to an officer of the corporation party being served, (2) if mailed by United States certified mail, return receipt requested, postage prepaid to the parties at the following addresses:

TO: BRIGHT HOUSE NETWORKS

2251 Lucien Way, Suite 320
Maitland, Florida 32751
ATTN: Tammy S. Gonzales
Commercial Markets/General Manager

COPY TO: BRIGHT HOUSE NETWORKS
3767 All American Boulevard
Orlando, Florida 32810
ATTN: Vice President of Operations/General Manager

UNIVERSITY: Purchasing Department
ORLANDO TECH CENTER
12479 Research Parkway
Orlando, Florida 32826

Either party may designate a different place or places of notice by delivering written notice thereof to the other party in accordance with this Section.

- E. If any one or more of the clauses, covenants or provisions contained in this Agreement should be held to be unenforceable under the laws of the United States or of any state, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect, in accordance with its terms.
- F. The waiver by either party of the breach of any provisions of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereof. BHN shall not be liable for any failure to perform hereunder arising from causes beyond its control.
- G. Each of the parties hereto warrants and represents that the person executing this Agreement on behalf of such party has the full authority to execute this Agreement and to bind such party to all the terms and provisions hereof.
- H. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one in the same instrument.
- I. To the extent permitted by Florida law, the terms of this Agreement shall be maintained as confidential by University and shall not be disclosed to any third party without the express written permission of BHN; provided, nothing in this section or the agreement as a whole shall impose or create a duty on University to violate or in anyway fail to comply with the terms and judicial interpretations of the Florida public records law.

University of Central Florida
108 South Court Avenue
Cable Television Installation and
Service Agreement

IN WITNESS WHEREOF, the undersigned have executed this Notice of
Easement as of this 15th day of August, 2006.

UNIVERSITY:

Witnesses:

Jordan P. Clark
Print Name: Jordan P. Clark

Print Name: _____

By: John C. Hitt

Name: John C. Hitt

Title: President

Address: _____

STATE OF Florida
COUNTY OF Orange

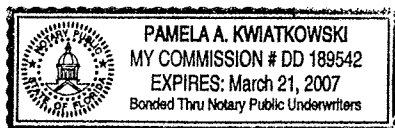
The foregoing instrument was acknowledged before me this 15th day of August, 2006, by John C. Hitt, as President of University of Central Florida. He/She is personally known to me or has produced his/her (state) driver's license or his/her _____ (type of identification) as identification.

Pamela A. Kwiatkowski
NOTARY PUBLIC

Print Name: Pamela A. Kwiatkowski

My Commission Expires _____

My Commission Number _____



University of Central Florida
108 South Court Avenue
Cable Television Installation and
Service Agreement

BRIGHT HOUSE NETWORKS, LLC,
through its Florida Division

WITNESSES:

Theresa Davie

Name: Theresa Davie

Mark A. Clark

Name: Mark A. Clark

BY:

Michel L. Champagne

Michel L. Champagne
Vice President of Operations/General Manager

Address: 2251 Lucien Way
Maitland, FL 32751

STATE OF FLORIDA }
 }
COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this 23 day of August, 2006, by Michel L. Champagne, Vice President of Operations/General Manager of BRIGHT HOUSE NETWORK, LLC, through its Florida Division. He is personally known to me.

Judith A. Corron
Notary Public; State of Florida

Judith A. Corron
Print Name



Judith A. Corron
My Commission DD216613
Expires May 28, 2007

My Commission Expiration

My Commission No.

EXHIBIT "A"

The West $\frac{1}{2}$ of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East $\frac{1}{2}$, and that part of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to the right of way for road over the North 40 feet thereof. The Northeast $\frac{1}{4}$, and that part of the Northwest $\frac{1}{4}$ lying East of Alafaya Trail, and that part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northeast $\frac{1}{4}$ of Section 11, Township 22 South, Range 31 East.

EXHIBIT "B"

Channel Lineup

Chan.	Program	Rank/Standard	Chan.	Program	Basic/Standard
1	No Programming	B*			
2	WMPE (PBS) Orlando - 24	B	48	College Sports TV	S
3	WOFL (Fox/Ind) Orlando - 35	B	49	Zap2it	S
4	WESH (NBC) Daytona Beach - 2	B	50	Outdoor Life Network	S
5	WKMG (CBS) Orlando - 6	B	51	Hallmark Channel	S
6	WRBW (UPN/Ind) Orlando - 65	B	52	Discovery Health	S
7	WFTV (ABC) Orlando - 9	B	53	Style	S
8	WKCF (WB/Ind) Clermont - 18	B	54	SoapNet	S
9	Government Access	B	55	Lifetime Movie Network	S
10	Bright House - 10	S**	56	The Travel Channel	S
11	TNT (Turner Network)		57	Bravo	S
12	TBS (Ind.) Atlanta - 17			VARIETY	
13	Central Florida News 13	S	58	The Golf Channel	
14	WACX (Ind) Leesburg - 55	B	59	The Food Network	S
15	WCEU (PBS) Daytona - 15	B	60	Court TV	S
16	WOPX (PAX) Orlando - 56	B	61	Home & Garden TV (HGTV)	S
17	WOIF (Telefutura) Melbourne - 43	B	62	Telemundo	S
18	WVEN (Univision) Orlando - 26	B	63	Galavision	S
19	UCF Local Origination		64	Oxygen	S
20	WGN (Ind) Chicago	B	65	E! Entertainment Television	S
21	UCF Local Origination		66	Comedy Central	S
22	WTGL (Ind) Cocoa - 52	B	67	BET	S
	NEWS & INFO		68	Spike TV	S
23	CNN Headline News	S	69	C-SPAN I	S
24	CNN	S	70	FX	S
25	CNBC	S	71	CMT	S
26	MSNBC	S	72	VH-1	S
27	The Weather Channel	S	73	MTV	S
28	FOX News	S	74	Sci Fi	S
	SPORTS		75	MTV2	S
29	ESPN	S	76	Outdoor Life Network	
30	ESPN-2	S	77	No Programming	
31	Sunshine Network	S	78	No Programming	
32	Speed Channel	S	79	No Programming	
33	College Sports Network		80	UCF Local Origination - Housing****	
	CHILDREN/FAMILY		81	UCF Local Origination***	
34	Nickelodeon	S	82	UCF Local Origination ***	
35	Disney Channel	S	83	UCF Local Origination ***	
36	Cartoon Network	S	84	UCF Local Origination ***	
37	WE (Women's Entertainment)	S	85	UCF Local Origination ***	
38	TV Land	S	86	UCF Local Origination ***	
39	USA Network	S	87	UCF Local Origination ***	
40	Lifetime	S	88	UCF Local Origination ***	
41	The Discovery Channel	S	89	UCF Local Origination ***	
42	A&E	S	90	UCF Local Origination ***	
43	The History Channel		98	Government Channel	
44	Animal Planet	S			
45	The Learning Channel	S			
46	Turner Classic Movies	S			
47	American Movie Classics	S			

Property Solutions
2251 Lucien Way
Maitland, FL 32751

Tel 407-215-5591
Fax 407-667-4388

**bright
house**
NETWORKS



June 30, 2016

Joel L. Hartman
Vice President and CIO
4365 Andromeda Loop North, MH 338
Orlando, FL 32816

Dear Joel:

Enclosed is the First Amendment to the Agreement dated July 1, 2006,
between Bright House Networks and University of Central Florida to change the
term of the Agreement.

Please feel free to call me at 407-215-5966 if you have any further questions or
concerns.

Sincerely,

David J. Borer
Sales Manager

Enclosure

**FIRST AMENDMENT
TO
CABLE TELEVISION INSTALLATION AND SERVICE AGREEMENT
TO CHANGE TERM**

THIS FIRST AMENDMENT To Cable Television Installation and Service Agreement ("First Amendment") is entered into this 27 day of June, 2016, by and between BRIGHT HOUSE NETWORKS, LLC, a Delaware limited liability company ("BHN"), 2251 Lucien Way, Maitland, Florida 32751 and UNIVERSITY OF CENTRAL FLORIDA ("University, UCF, or Owner"), Orlando Tech Center, 12479 Research Park, Orlando, Florida 32826, its successors and assigns.

WHEREAS, UCF entered into a that certain Cable Television Installation and Service Agreement which commenced on July 1, 2006 (the "Agreement"); and

WHEREAS, UCF controls the University located in Orange County, Florida 32826 (the "Premises"); and

WHEREAS, UCF and BHN are desirous of amending Paragraph 1, Term, of the Agreement to change the Term to one (1) year Terms with one (1) year auto renewal periods thereafter.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants provided herein, UCF and BHN agree as follows:

1. Paragraph 1, Term, of the Agreement shall be deleted in its entirety and replaced with the following:

A. The Initial Term of this Agreement is for a period of one (1) year commencing upon full execution of this Agreement, unless earlier terminated as provided for in Section 12 hereof (the "Initial Term").

B. This Agreement shall be automatically renewed for successive one (1) year terms thereafter (the "Renewal Term") unless either party receives written notice from the other of its intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or subsequent Renewal Terms. For clarification purposes, notice must be received by a party by May 1st of the initial term or a renewal term.

All other terms and conditions of Paragraph 1, Term, of the Agreement are still in full force and effect and shall remain unchanged.

All other terms and considerations of the Agreement shall remain unchanged and all terms and conditions therein shall remain in full force and effect for the term set forth in the Agreement.

Each individual executing this First Amendment in a representative capacity represents and warrants that he or she is fully authorized to do so and that this First Amendment and all transactions contemplated hereby have been properly authorized by all necessary actions of the parties represented and that this First Amendment constitutes a valid and binding obligation of the parties represented.

In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

-SIGNATURE PAGES TO FOLLOW-

First Amendment to
Cable Television Installation and Service Agreement

IN WITNESS WHEREOF, the parties have executed this First Amendment to Cable Television Installation and Service Agreement on this 25th day of May, 2016.

UNIVERSITY:

Witnesses:

[Signature]

Print Name: Anthony Pierce

[Signature]

Print Name: Deborah Pease

By: [Signature]

Name: Joel L. Hartman

Title: Vice President and CIO

Address: 4365 Andromeda Loop N, MH 338
Orlando, FL 32816

STATE OF Florida

COUNTY OF Orange

Approved as to Form and Legality

[Signature] 5/18/16

The foregoing instrument was acknowledged before me this 25th day of May, 2016, by _____, as _____ of _____.

30 He/She is personally known to me or has produced his/her _____ (state) driver's license or his/her _____ (type of identification) as identification.



C. PIPER
MY COMMISSION # FF 208108
EXPIRES: April 13, 2019
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC

Print Name: C Piper

4.13.2019

My Commission Expires

FF 208108

My Commission Number

notarized for

Joel Hartman

Anthony Pierce

Deborah Pease

[Signature]

BRIGHT HOUSE NETWORKS, LLC, through its
Florida Division

WITNESSES:

Donna Ball
Name: DONNA BALL

Shenique Davis
Name: Shenique Davis

STATE OF FLORIDA }
COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this 27 day of June, 2016,
by Michel L. Champagne, Vice President of Operations/General Manager of Bright House Networks, LLC, a
Delaware limited liability company. He is personally known to me.

BY:

Michel L. Champagne
Michel L. Champagne
Vice President of Operations/
General Manager

Address: 2251 Lucien Way
Maitland, FL 32751

Jeri G Mayhew
Notary Public; State of Florida

Print Name

My Commission Expiration

My Commission No.

