

BIL Bruney

From: BIL Bruney [findir@ghatx.org]
Sent: Thursday, April 25, 2013 10:21 AM
To: 'Burchfield, Travis'
Cc: 'Arvel Dunn'
Subject: FW: April payment

Mr. Burchfield:

The e-mail from Arvel, copied to me, has been forwarded.

Sorry for the delay.

Thanks!

BIL

From: Arvel Dunn [mailto:ar@ghatx.org]
Sent: Tuesday, April 23, 2013 4:49 PM
To: 'Travis'
Cc: BIL Bruney
Subject: FW: April payment

Mr. Burchfield,

As of April 23, 2013, the payment will be \$4,718.60. Since we base our payment on collections at the end of the month, this payment may change.

Sincerely,

Arvle L. Dunn Jr.
Sr. Accountant

From: Burchfield, Travis [mailto:Travis_Burchfield@cable.comcast.com]
Sent: Tuesday, April 23, 2013 2:49 PM
To: findir@ghatx.org
Subject: April payment

B I L-

If you could, please let me know what the payment for the end of April will be.

Thanks,



Travis Burchfield
MDU Account Executive
8590 W. Tidwell, 3rd Floor
Houston, TX 77040
Office - 713.335.1224
Fax - 713.895.2505

BIL Bruney

From: Burchfield, Travis [Travis_Burchfield@cable.comcast.com]
Sent: Tuesday, April 23, 2013 2:49 PM
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Subject: April payment

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COMCAST

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Houston, TX 77040
Office - 713.335.1224
Fax - 713.895.2505

BIL Bruney

From: Burchfield, Travis [Travis_Burchfield@cable.comcast.com]
Sent: Wednesday, October 10, 2012 10:04 AM
To: BIL Bruney
Subject: RE: Contact Information
Attachments: image001.gif

BIL-

We are on are way there, but might be there closer to 10:45.

Sorry for any inconvenience.

Travis

From: BIL Bruney [findir@ghatx.org]
Sent: Tuesday, October 09, 2012 8:04 AM
To: Burchfield, Travis
Subject: RE: Contact Information

Thanks for the reminder

BIL

From: Burchfield, Travis [mailto:Travis_Burchfield@cable.comcast.com]
Sent: Monday, October 08, 2012 10:44 AM
To: BIL Bruney
Subject: RE: Contact Information

BIL-

Just a reminder, we meet with you this week October 10th at 10:30 am.

Travis

From: BIL Bruney [<mailto:findir@ghatx.org>]
Sent: Tuesday, September 18, 2012 8:50 AM
To: Burchfield, Travis
Subject: RE: Contact Information

4700 Broadway St.
Suite 100
Galveston, TX 77551

Turn left on 47th Street from Broadway. 47th street ends in our parking lot.

BIL

From: Burchfield, Travis
[mailto:Travis_Burchfield@cable.comcast.com] <[mailto:\[mailto:Travis_Burchfield@cable.comcast.com\]](mailto:[mailto:Travis_Burchfield@cable.comcast.com])>
Sent: Monday, September 17, 2012 4:57 PM
To: BIL Bruney
Subject: RE: Contact Information

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To: 'Burchfield, Travis'
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From: Burchfield, Travis [mailto:Travis_Burchfield@cable.comcast.com]
Sent: Monday, September 17, 2012 4:57 PM
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Just to confirm, what is your address?

From: BIL Bruney [mailto:findir@ghatx.org]
Sent: Monday, September 17, 2012 4:52 PM
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Mr. Travis :

I am back.....

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Sent: Tuesday, August 28, 2012 3:40 PM
To: BIL Bruney
Subject: RE: Contact Information

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From: BIL Bruney [<mailto:findir@ghatx.org>]
Sent: Monday, March 26, 2012 4:04 PM
To: Burchfield, Travis
Subject: RE: Contact Information

Thanks for the info!

B I L Bruney
Director of Finance
Galveston Housing Authority
409-765-1992

From: Burchfield, Travis
[mailto:Travis_Burchfield@cable.comcast.com] <[mailto:\[mailto:Travis_Burchfield@cable.comcast.com\]](mailto:[mailto:Travis_Burchfield@cable.comcast.com])>
Sent: Monday, March 26, 2012 1:39 PM
To: findir@ghatx.org <<mailto:findir@ghatx.org>>
Subject: Contact Information

[Description: Description: Description: Comcast]
Travis Burchfield
Comcast Cable
MDU Business Services
8590 W. Tidwell, 3rd Floor
Houston, TX 77040
Office - 713.335.1224
Fax - 713.895.2505

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BIL Bruney

From: Burchfield, Travis [Travis_Burchfield@cable.comcast.com]
Sent: Wednesday, August 29, 2012 10:46 AM
To: findir@ghatx.org
Subject: RE: Meeting Schedule

What time would work best for you on Thursday afternoon on the 20th?

From: findir@ghatx.org [<mailto:findir@ghatx.org>]
Sent: Wednesday, August 29, 2012 9:39 AM
To: Burchfield, Travis
Subject: Re: Meeting Schedule

Week of 17th
Thanks
BIL
Sent via BlackBerry from T-Mobile

From: "Burchfield, Travis" <Travis_Burchfield@cable.comcast.com>
Date: Wed, 29 Aug 2012 14:27:59 +0000
To: findir@ghatx.org<findir@ghatx.org>
Subject: Meeting Schedule

BIL-

Just to confirm, schedule it for the week of the 17th or the week after the 17th?

Travis

From: findir@ghatx.org [<mailto:findir@ghatx.org>]
Sent: Tuesday, August 28, 2012 7:41 PM
To: Burchfield, Travis
Subject: Re: Contact Information

Travis
Out of office till 9/17
Please reschedule for week after
Thanks
BIL
Sent via BlackBerry from T-Mobile

BIL Bruney

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Fax - 713.895.2505

BIL Bruney

From: Cordero, Tina [Tina_Cordero@cable.comcast.com]
Sent: Thursday, August 09, 2012 7:58 PM
To: BIL Bruney
Cc: Burchfield, Travis; Brown, Marquita
Subject: RE: Comcast Service

Thank you Mr. Bruney,
It was a pleasure speaking with you. We look forward to meeting.

Thank you,
Tina Cordero

Tina Cordero

Director of Commercial Development MDU
Comcast – Houston Region
8590 West Tidwell Road
Houston, TX 77040
Office: 713-341-8709
Mobile: 505-975-6948
E-mail: Tina_Cordero@cable.comcast.com

From: BIL Bruney [<mailto:findir@ghatx.org>]
Sent: Thursday, August 09, 2012 12:15 PM
To: Cordero, Tina
Cc: 'Mona Purgason'; 'Melinda Oliver'; 'Odelia Williams'; 'Stanley Lowe'
Subject: Comcast Service

Dear Ms. Cordero:

Thanks for taking my phone call and subsequently shedding light on the Cable Service Contract status. Per our conversation, I understand that even though we continued to be served under the expired Bulk Cable Contract, a new contract, changing the service to individual tenant billing, was signed on 8/27/2008 by the then Executive Director, Harish Krishnarao.

I will meet with the pertinent authority and contact you to schedule a meeting to negotiate the terms of service.

Sincerely,

B I L Bruney
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From: BIL Bruney [findir@ghatx.org]
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| |
|------------------------------------|
| For office use only |
| Date Proposal Received _____ |
| Time Proposal Received _____ |
| GHA Staff Accepting Proposal _____ |

Galveston Housing Authority

Request for Proposal: Gulf Breeze and Holland House

Instructions

This proposal must be submitted to:

Galveston Housing Authority
Melinda Oliver, Procurement Manager
Or Arvle Dunn, Sr. Accountant
4700 Broadway
Galveston, TX 77551
(409) 765-1995 or
(409) 765-1998

Proposals must reach the Galveston Housing Authority no later than 5:00 p.m. on December 31, 2012.

Proposals may also be submitted via e-mail to phs@ghatx.org or ar@ghatx.org.

All Proposers must be licensed satellite or cable television providers under Texas law.

Absolutely no proposal will be accepted for consideration if received after the deadline date and time specified.

Negotiations may be conducted with firms having a reasonable chance of being selected for the award.

Introduction

Galveston Housing Authority currently operates two High Rise Apartment Buildings; one located at 1211 21st Street with 199 apartment units and eleven floors and the other located at 2810 61st Street, 4 floors and 157 units.

Requirements For Submitting A Quote

The Galveston Housing Authority respectfully requests submissions from licensed area satellite or cable television providers.

Responsibility Of Prospective Proposer

In determining a responsible proposer the Authority will consider such matters as the Proposer's:

1. Cost
2. Licensing with State of Texas;
4. Record of past performance; and
5. Availability and location.

Late Submission

Any Proposal received, at the place designated in the solicitation, after the exact date and time specified for receipt will not be considered.

Estimated Calendar Of Events

| Event | Date |
|---------------------|-------------------|
| RFP issued | December 3, 2012 |
| RFP response due | December 31, 2012 |
| Contract Start Date | January 15, 2013 |

All quotes should be submitted to Melinda Oliver or Arvle Dunn by December 31, 2012 at 5pm.

Amendments To The RFP

If parts of the solicitation/specifications are amended, then all items and conditions, which are not modified, remain unchanged.

Amendments will be on file in the office of the Authority at least 72 hours prior to receipt of proposals deadline.

Notice To Offerors

The Galveston Housing Authority Contract Administration Department is willing to assist any offeror(s) in the interpretation of proposal provisions or explanation of how RFP forms are to be completed. For assistance, visit Contract Administration located at 4700 Broadway, Galveston, TX 77551, or contact the Procurement Department by phone (409) 765-1998, (409) 765-1995, or e-mail phs@ghatx.org; ar@ghatx.org.

The Galveston Housing Authority (GHA) is committed to a policy of providing equal opportunities to all candidates regardless of economic or social status and does not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, or age. The GHA does not discriminate against any offeror because of Vietnam-era veteran status, disabled veteran status, or physical or mental disability in regard to any position for which the employee or employment applicant otherwise meets minimum qualifications.

Contract Award

The Authority will evaluate proposals in response to the RFP and will award a contract to the responsible firm whose proposal, conforming to the solicitation, will be most advantageous to the Authority.

Intent

It is the intent of this proposal to solicit a qualified vendor to provide a turn-key installation of cable or satellite television for Gulf Breeze Apartment Complex located at 1211 21st Street, Galveston, Texas and Holland House located at 2810 61st Street, Galveston, Texas. The qualified vendor will install and maintain an SMATV programming (at least 80 channel) at the aforementioned property. Cable or Satellite providers will be responsible for all cable distribution system at all properties to meet cable or satellite requirements for a complete working system.

Profile Of The Authority

The Housing Authority of the City of Galveston is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. Galveston Housing Authority is a Public Housing Agency.

The property of the Authority is used for essential public and governmental purposes. The Galveston Housing Authority and its property are exempt from all taxes, including sales tax on all its purchases and supplies. The Galveston Housing Authority reserves the right to reject any and all proposals and to award this contract to the firm whose overall capabilities will best serve its needs.

Selection of the provider will be made primarily on the basis of the cost to GHA; licensing with State of Texas; record of current and past performance; and availability, location, and ability to GHA.

Compensation

The Authority will consider a monthly remittance contract.

Licensing

The proposer must be a television satellite or cable provider licensed to conduct business in Galveston County, State of Texas.

Performance

Current and past performance will be evaluated by referrals.

Availability/Location

Availability to GHA and location will be considered. Proposers should specify installation abilities and availability to GHA.

Selection of the successful firm will be at the sole discretion of the Galveston Housing Authority. If a contract is awarded, it shall be to the firm or individual whose qualifications, price and other factors are deemed most advantageous to the Galveston Housing Authority. Additionally, the Authority shall have the right to reject any and all proposals at its discretion.

Proposals will be evaluated by an Evaluation/Selection Committee comprised of appropriate Galveston Housing Authority staff with the appropriate experience and/or knowledge.

The committee will present its recommendations to the Board of Commissioners of the Authority who have authority to award contracts.

| EVALUATION CRITERIA | MAXIMUM POINTS |
|-----------------------------------|-----------------------|
| 1. Cost | 40 |
| 2. Licensing | 20 |
| 3. Performance (present and past) | 20 |
| 4. Availability to GHA | 20 |
| TOTAL POSSIBLE POINTS | 100 |

Travel And Reimbursables

All travel, postage, telephone, facsimile, internet and miscellaneous expenses will be borne by the successful firm(s) and included in the total fixed contract price as per final negotiated contract. There is no provision for reimbursable expenses, except for those resulting from contract modification, which will be defined, in the final negotiated contract.

Document Requirements

The following is a description of the minimum information, which must be supplied by providers in their proposals. It is open to all firms to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. The critical elements of this proposal include the following information:

- Cost – Complete Attachment “A” Scope of Services
- Current License
- Performance
- Location
- Minority/Business Enterprise Participation

Letter of Transmittal

Must be signed by the person authorized to commit the organization or to perform the services in the proposal.

Proposer’s Experience, Key Personnel

Include resumes of the key personnel responsible for listing the Authority’s space. Designate one person as the primary contact. Include references of current and past performance.

Minority Business Enterprise Participation

Describe and provide evidence of the proposer’s plans to maximize the utilization of minority business enterprise (MBE) and/or women business enterprise (WBE) firms in this effort.

Conflict Of Interest

No Officer or employee of the Authority, no member of the governing body of the locality in which the Authority is situated, no member of the governing body of the locality in which the Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Authority, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

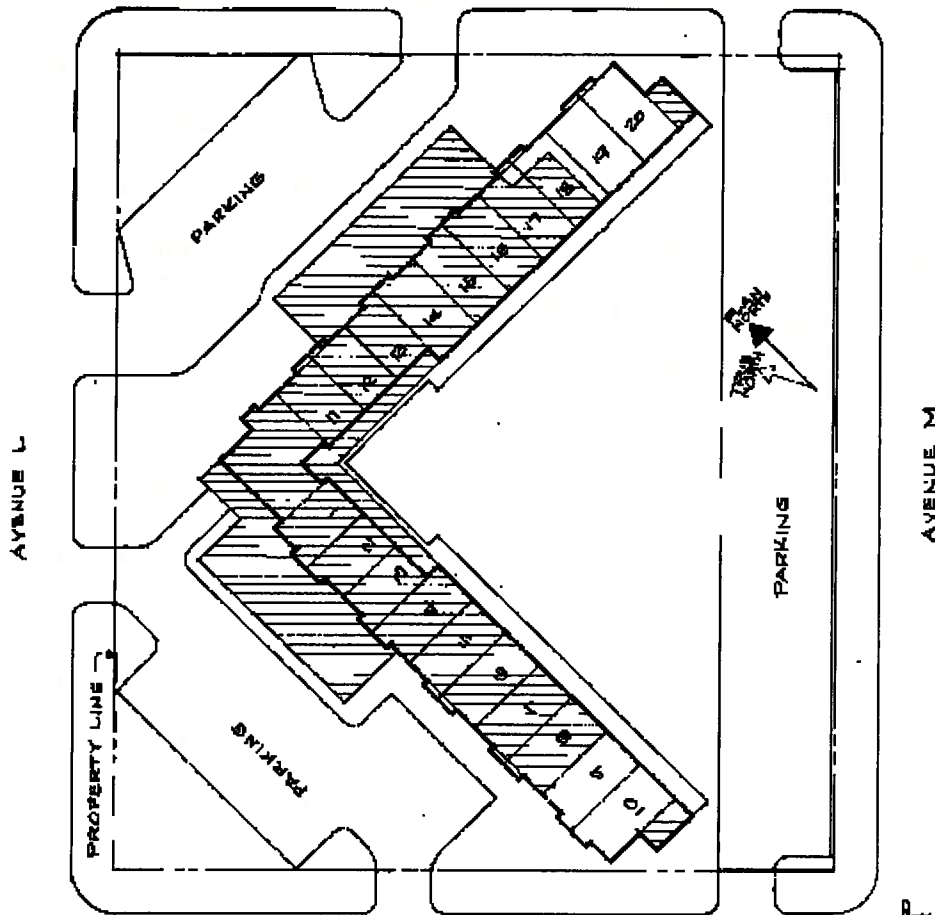
Hold Harmless

The proposer must agree to hold the Authority harmless for any acts of negligence or any other obligations.

Officials Not To Benefit

No Member of or Delegate to Congress or Resident Commissioner of the United States shall be admitted to any share or part of this contract, or to any benefit that may arise, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

TWENTY FIRST STREET



TWENTY SECOND STREET

NOTE: BOLD OUTLINE IN PLAN INDICATES TYPICAL FLOORS 2 THRU 11. CROSS HATCHING INDICATES ENCLOSED FIRST FLOOR AREAS.

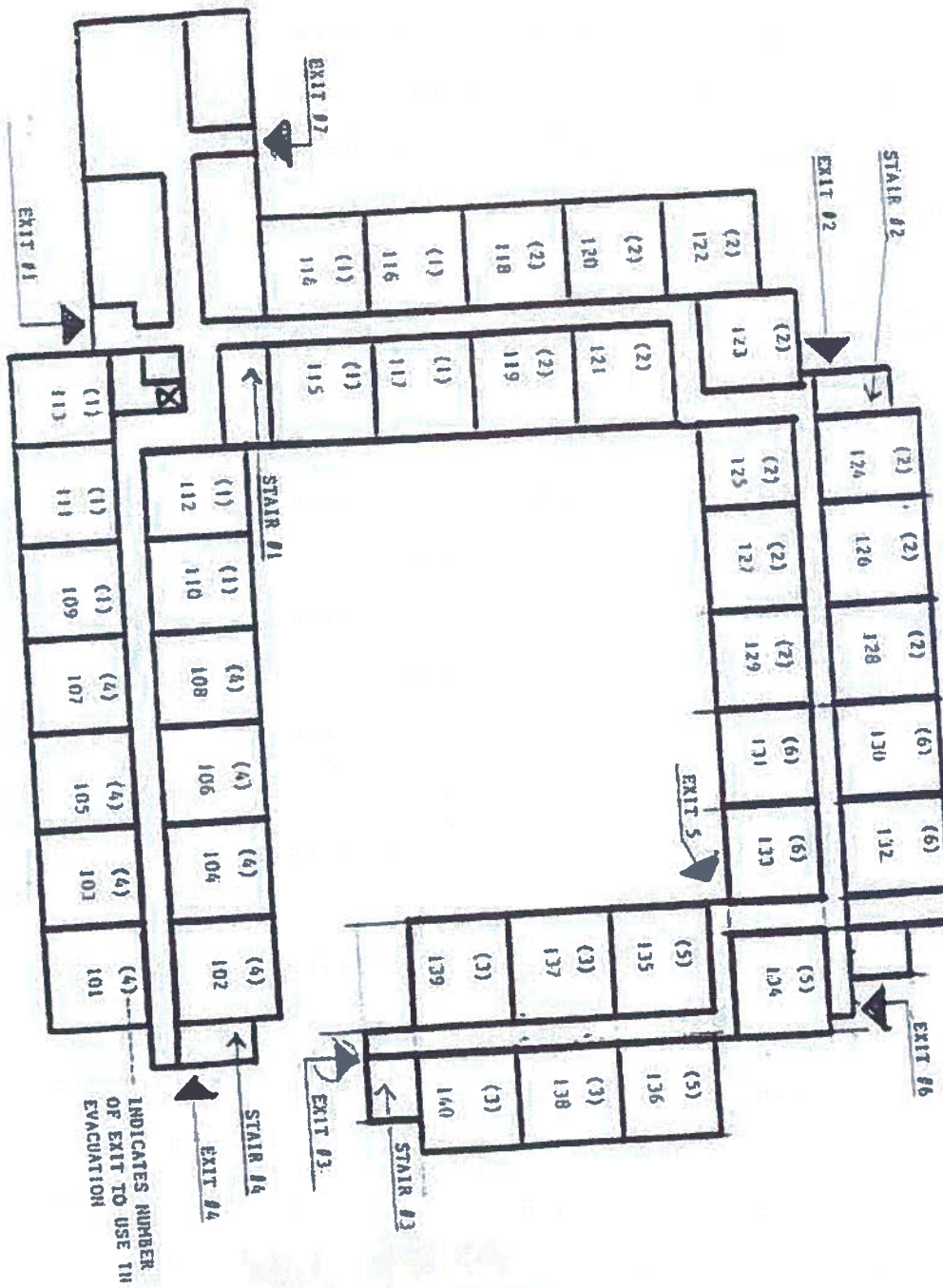
PUBLIC HOUSING ADMINISTRATION
 HOUSING AND HOME FINANCE AGENCY
 HOUSING AUTHORITY OF THE
 CITY OF GALVESTON, TEXAS

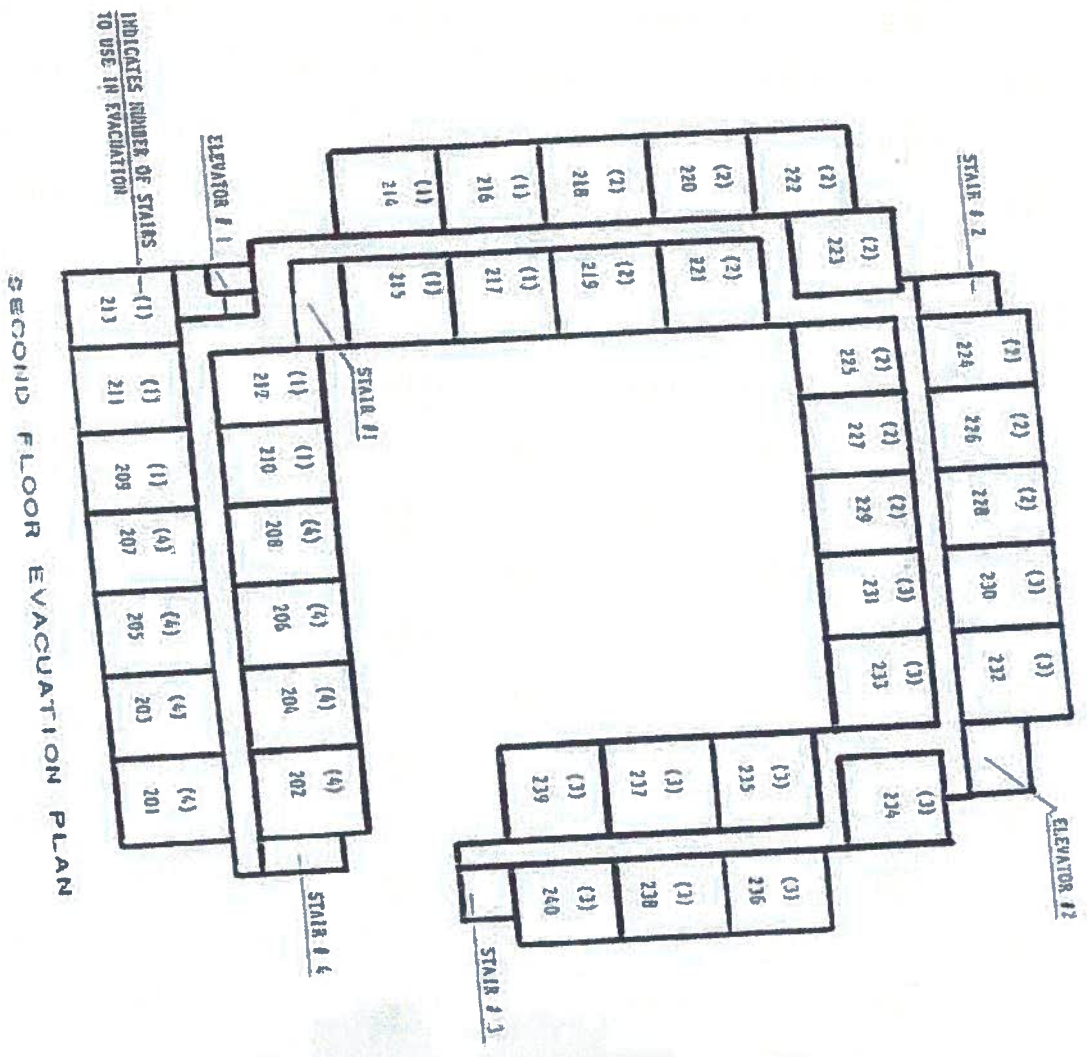
 RAYMOND R. RAPP, JR. & ASSOCIATES
 ARCHITECTS GALVESTON, TEXAS

 SITE PLAN DIAGRAM
 PROJECT NO. 17-7 DATE _____
 GALVESTON, TEXAS

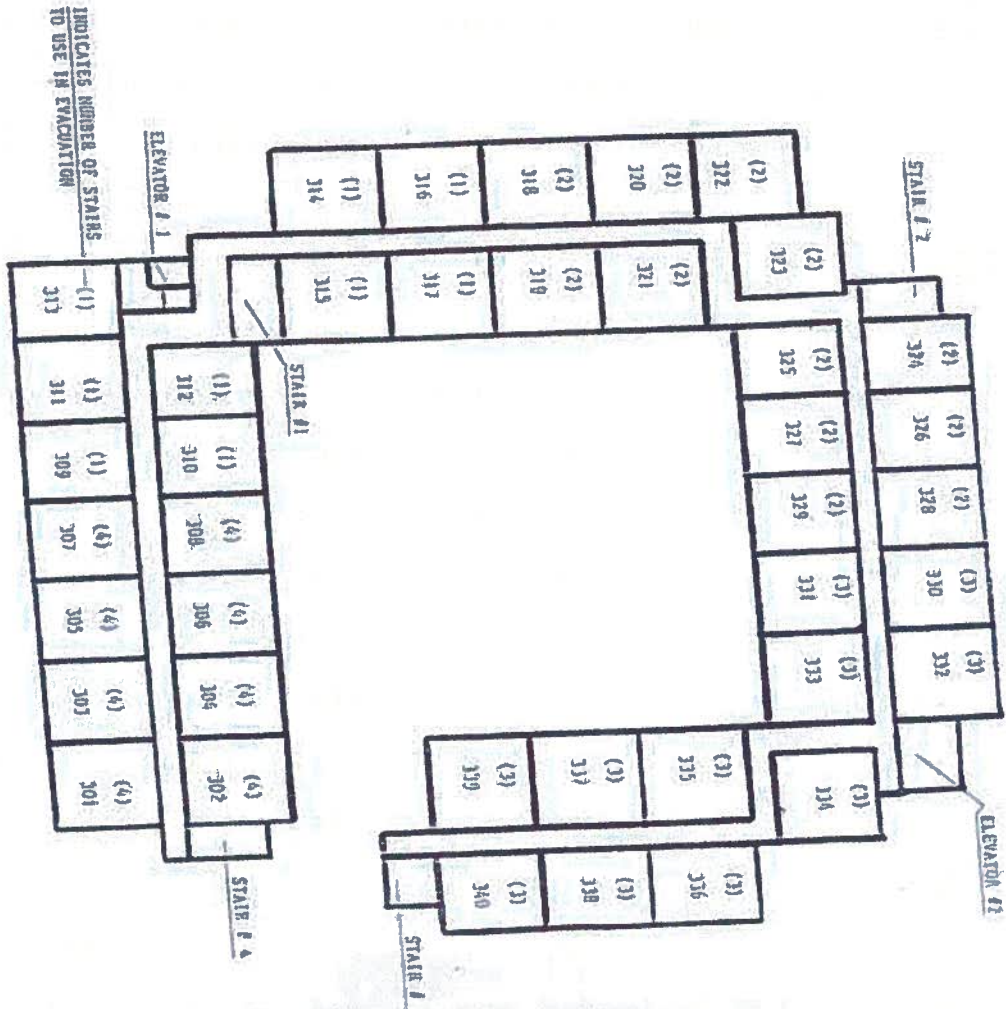


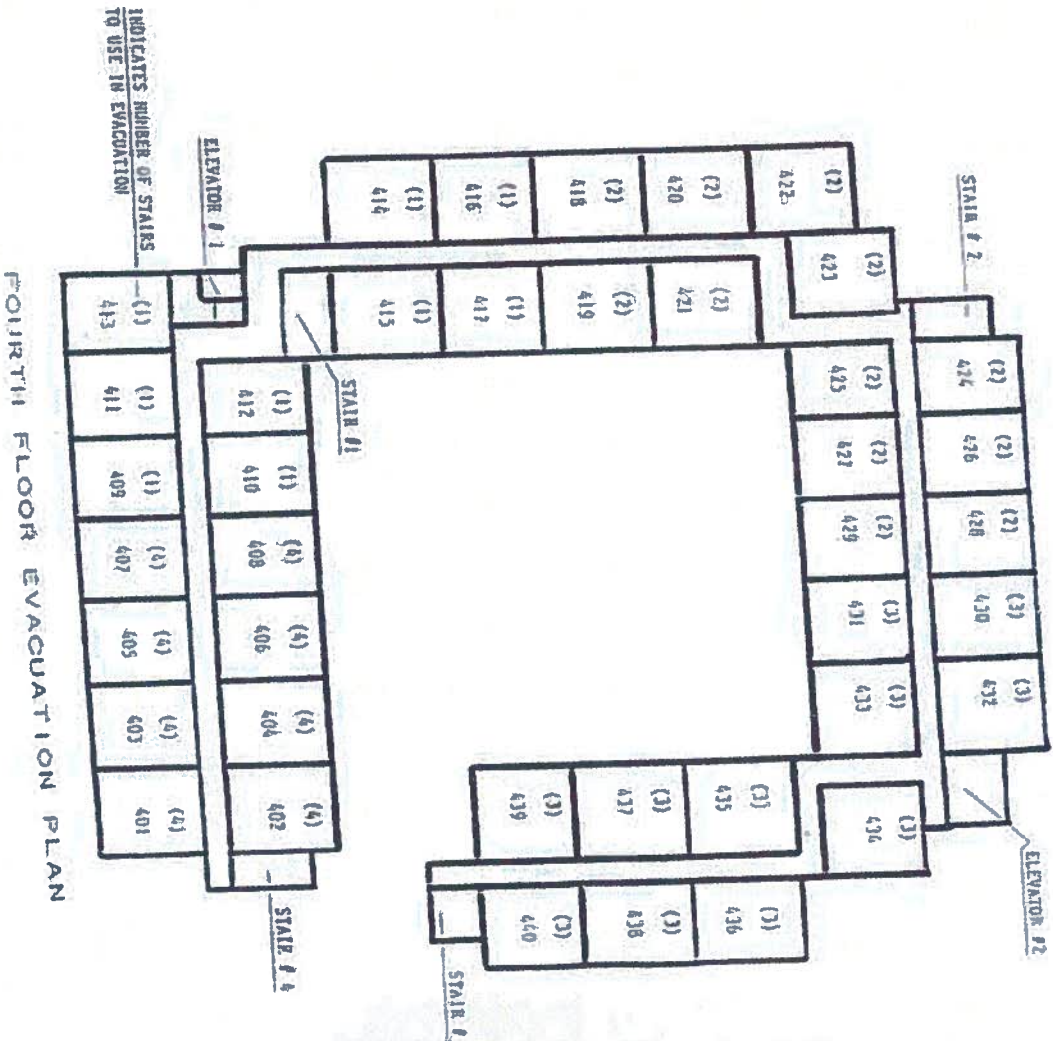
FIRST FLOOR EVACUATION PLAN





THIRD FLOOR EVACUATION PLAN







MDU Solutions

Date: Friday, December 28, 2012

Proposal to: Galveston Housing Authority

Locations:

Gulf Breeze Apartments
1211 21st Street
Galveston, TX 77550

Holland House Apartments
2810 61st Street
Galveston, TX 77551

Presented by: Travis Burchfield
MDU Business Services
Comcast Cable
8590 W. Tidwell, 2nd Floor
Houston, Texas 77040
Office (713) 335-1224
Fax (713) 895-2505
Travis_Burchfield@cable.comcast.com

Comcast Corporation

Comcast Corporation is one of the nation's leading providers of entertainment, information and communications products and services. Comcast is principally involved in the operation of cable systems through Comcast Cable and in the development, production and distribution of entertainment, news, sports and other content for global audiences through NBCUniversal. Comcast Cable is one of the nation's largest video, high-speed Internet and phone providers to residential and business customers. Comcast is the majority owner and manager of NBCUniversal, which owns and operates entertainment and news cable networks, the NBC and Telemundo broadcast networks, local television station groups, television production operations, a major motion picture company and theme parks.

NBCUniversal

NBCUniversal is one of the world's leading media and entertainment companies in the development, production, and marketing of entertainment, news, and information to a global audience. NBCUniversal owns and operates a valuable portfolio of news and entertainment television networks, a premier motion picture company, significant television production operations, a leading television stations group, and world-renowned theme parks. Comcast Corporation owns a controlling 51% interest in NBCUniversal, with GE holding a 49% stake.

Comcast Xfinity TV Service

Comcast Xfinity® TV service offers customers the best viewing experience and entertainment choices across multiple platforms. Customers can watch more than 60,000 TV and movie entertainment choices across Xfinity On Demand, XfinityTV.com and on mobile devices, such as the iPad®, iPhone® and iPod touch® anytime, anywhere.

Xfinity On Demand

- 25,000 of the best and most current entertainment choices including movies, TV series, Music, Kids and Sports programming available anytime
- Only provider to offer current TV series from all four major broadcast networks
- Approximately 600 TV series available each month including Glee, Grey's Anatomy, NCIS, 30 Rock, Sex and the City, Shameless and Keeping Up with the Kardashians
- 11,000 movie choices including hit movies and movies available the same day as their DVD release such as Harry Potter and the Deathly Hallows: Part 1, Little Fockers and The Fighter
- Hundreds of kids' series available including popular favorites such as SpongeBob SquarePants, Dora the Explorer, Hannah Montana and Scooby Doo
- 3,000 music choices available each month including special music content and sneak previews of new songs from popular artists such as Taylor Swift
- Next-generation 3D programming available
- Expanded multicultural offerings, including more than 700 Spanish video choices.

XfinityTV.com

- Best and most current TV and movies from nearly 40 top-rated cable and premium networks such as HBO, Showtime, TNT, TBS and Nickelodeon
- New features that allow customers to watch, find and manage TV shows and movies on TV, Xfinity On Demand and XfinityTV.com and on the iPad, iPhone and iPod touch
- New tools that allow customers to personalize their viewing experiences such as cataloging their favorite TV series and movies with the “My TV” feature or sharing what they are watching through a simple, integrated “Facebook Connect” feature
- Launched www.XfinityTV.com/latinotv with more than 500 Spanish-language video choices.

Xfinity TV App

- Launched Xfinity TV app for the iPad, iPhone, iPod touch and Android-powered devices
- Watch hit TV shows and movies directly on the iPad, iPhone and iPod touch anytime, anywhere using a Wi-Fi connection
- Browse and discover video content from both TV listings and Xfinity On Demand offering
- Use the app as a remote control to find what to watch and change the channel in real time
- Program DVRs to record TV shows, series and movies so users never miss their favorites
- Sort content based on different filters like networks and genres, such as Movies, Kids and Sports
- Search by keyword or by title A-Z in TV listings or on Xfinity On Demand.

Xfinity Internet

Comcast is the nation’s largest ISP with an advanced fiber-optic network that offers the best of speeds and reliability as well as exceptional online content.

Wideband

With wideband, Comcast has introduced a new echelon of Internet speed tiers, which has redefined the customer experience online and created a platform for innovation. Comcast offers a variety of speeds to best fits customers’ needs, ranging from 12 Mbps up to 50-105 Mbps. Below is an example of how quickly customers can download files based on the various speeds we offer.

Download Comparison Chart

| File size example | Performance 12 Mbps/2 Mbps | Blast! 20 Mbps/4 Mbps | Extreme 50 50 Mbps/10 Mbps | Extreme 105 105 Mbps/10 Mbps |
|---------------------|-------------------------------|--------------------------|-------------------------------|---------------------------------|
| HD Movie (6000 MB) | 67 minutes | 40 minutes | 16 minutes | 7 minutes |
| SD Movie (1500 MB) | 16 minutes | 10 minutes | 4 minutes | Less than 2 minutes |
| PC game (500 MB) | 5 minutes | 3 minutes | 1 minute | 28 seconds |
| SD TV Show (300 MB) | 3 minutes | 2 minutes | 80 seconds | 38 seconds |

Proposal Valid for 30 Days
12/28/2012

Xfinity Voice

Xfinity® Voice offers digital quality phone service with all of the features that customers expect from their traditional phone service, plus enhancements like the ability to listen to and manage their home voice mail messages from a phone or computer.

Xfinity Voice calls travel over Comcast's proprietary managed IP network – not over the public Internet. Using a managed IP network gives Comcast the ability to provide service quality that may not be available from non-facilities-based VoIP service providers. In addition, in 2010, Xfinity Voice was named the best in call clarity.*

Includes popular calling features plus enhanced voice mail, such as:

| | | |
|---------------------------|-----------------------------|----------------------|
| 3-way calling | Call waiting | E911 |
| Anonymous call rejection | Caller ID | Battery Back-Up |
| Call forwarding selective | Caller ID blocking | Directory Assistance |
| Call forwarding variable | Caller ID with call waiting | Operator Services |
| Call return | Repeat dialing | CALEA |
| Call screening | Speed dial | |

Channel Lineup

| | | |
|-------------------------|----------------------------|--------------------------------|
| 1 XFINITY On Demand | 36 TNT | 110 Sports Overflow |
| 2 KYAZ-Azteca | 37 Fox Sports Houston | 119 Lifetime Movie Network |
| 3 KZJL | 38 Fox News | 128 Sprout |
| 4 KTXH-My Network TV | 40 Lifetime | 129 Comcast Sports Southwest |
| 5 KIAH-CW | 41 Disney Channel | 149 MoviePlex |
| 6 KTMD-Telemundo | 42 Animal Planet | 199 On Demand Channel |
| 7 KPXB-ION | 43 Nickelodeon | 200 TV Guide Scroll |
| 8 KUHT-PBS | 44 E! | 208 CSPAN 2 |
| 9 KRIV-FOX | 45 CNBC | 209 CSPAN 3 |
| 10 KXLN-Univision | 46 BET | 212 G4 |
| 11 KHOU-CBS | 47 HGTV | 213 ID |
| 12 KPRC-NBC | 48 Spike TV | 226 BBC America |
| 13 KTRK-ABC | 49 NBC Sports Network | 228 Bio |
| 14 KETH-TBN | 50 Galavisión | 229 H2 |
| 15 KFTH-Telefutera | 51 TBS | 235 Bloomberg |
| 16 Municipal Channel | 52 Food Network | 239 Mun2 |
| 17 Houston Media Source | 53 KUBE | 310 Bounce TV |
| 18 Houston ISD | 54 WGN America | 315 Live Well |
| 19 HCC TV | 55 KTBU-Mega TV | 318 KIAH-Antenna TV |
| 20 KLTJ | 56 C-SPAN | 320 This TV |
| 21 USA | 57 AMC | 321 KPRC-LA TV |
| 22 Cartoon Network | 58 History | 322 KLTJ-Daystar |
| 23 A&E | 59 Comedy Central | 323 KUHT2-PBS |
| 24 Hallmark Channel | 60 SyFy Channel | 324 KUHT-V-ME |
| 25 CNN | 61 VH1 | 325 KHLM-Multimedios Houston |
| 26 CNN Headline News | 62 Travel Channel | 340 Style |
| 27 The Weather Channel | 63 TLC | 791 XFINITY 3D |
| 28 QVC | 64 HSN | 801-845 Music Choice Channels |
| 29 Discovery Channel | 65 Bravo | 886 Entertainment On Demand |
| 30 MTV | 66 OWN | 887 Shop On Demand |
| 31 FX | 67 TruTV | 888 Searchlight On Demand |
| 32 ABC Family | 75 Leased Access | 889 Automotive On Demand |
| 33 ESPN | 76 Leased Access | 890 MyGov On Demand |
| 34 ESPN2 | 80 MSNBC | 891 Travel & Leisure On Demand |
| 35 Golf Channel | 103 Hallmark Movie Channel | 892 Jobs On Demand |

*Comcast reserves the right to change the channel lineup from time to time.

Proposal

Regarding our proposal for service the following are the salient issues for your consideration:

- **COMCAST will incur all costs and expenses relating to the maintenance and repair of our cable system servicing the property for the term of the agreement.**
- **Cost – See Attachment “A” Scope of Services**
- **Current License – Comcast is licensed to operate in Galveston County, Texas**
- **Performance – We have been providing service to the Galveston Housing Authority since 1988**
- **Availability and Location – We currently serve both locations.**
- **Minority/Business Enterprise Participation - Comcast is not a minority or woman owned business and will not be hiring people for the sake of winning the FRP.**

We appreciate our relationship with you and I look forward to hearing from you soon.

Regards,

Travis Burchfield
MDU Business Services
8590 W. Tidwell, 3rd Floor
Houston, TX 77040
Office - 713.335.1224

Proposal Valid for 30 Days
12/28/2012

ATTACHMENT "A"

SCOPE OF SERVICES

Services to be provided: Bulk Digital Starter cable television. COMCAST will incur all costs and expenses relating to the maintenance and repair of our cable system servicing the property for the term of the agreement

Wiring to be required: No. Wiring is in place as we currently serve both properties.

Cost of Initial Wiring: None. Wiring is in place as we currently serve both properties.

Cost of Monthly Service:

Per Unit: Bulk Agreement - \$26.00 with a 6% yearly increase

Per Unit: Retail Agreement – residents are billed directly and price may vary depending on the promotional rate at the time of order. Non-promotional retail rate is \$61.49

TOTAL MONTHLY COST: (Year one) Total units 356 @ \$26.00 = \$9,256.00

TOTAL ANNUAL COST: (Year one) \$111,072.00

Proposal Valid for 30 Days
12/28/2012



12/27/12

Kyle Smith
Phone: 281-259-2074
Fax: 281-259-2017

Melinda Oliver
~~Gulf Breeze~~
1211 21st Street
Galveston, TX 77551

Re: Satellite Television Proposal

Dear Ms. Oliver:

On behalf of myself and the entire Capital Communications team, thank you for the opportunity to discuss our satellite television services with you. I am pleased to provide you with the enclosed proposal for our services at Gulf Breeze. Capital Communications provides both choice and value in television programming, and we look forward to demonstrating our many programming options and excellent service to you and your residents.

If you have any questions regarding the proposal or Capital Communications' services, please do not hesitate to contact me by telephone (832) 714-7165 or e-mail capitaleng@sbcglobal.net. I look forward to hearing from you.

Kind regards,

Kyle Smith

Owner

12/27/2012

Capital Communications

Proposal Date: 12/27/2012
Submitted To: Melinda Oliver
Properties/Establishment: Gulf Breeze, 1211 21st Street

Referencing: Capital Communications submits this proposal to Gulf Breeze for the distribution of Capital Communications programming through a centralized, "shared-dish" satellite system. This proposal will outline specific television programming plans, services and materials provided by Capital Communications to install service at Gulf Breeze.

This proposal will be effective for a period of 30 days and prices do not include any applicable taxes. All prices, packages and programming are subject to change without notice.

This document constitutes a statement of intentions only and is not intended, and shall not be construed, to constitute an obligation binding on Capital Communications or any potential customer. A binding agreement will result only from satisfactory completion of due diligence and negotiation and execution of mutually agreeable transaction documents. Neither Capital Communications nor any potential customer shall have any obligation whatsoever to perform due diligence, seek or receive any approvals, or negotiate or enter into any transaction documents. The acceptance by Capital Communications or a potential customer of partial performance by the other party will not create any binding obligations upon the first party. No oral or implied contract will be formed in respect of the proposed investment regardless of any statements made by Capital Communications or any potential customer or any course of dealing between them. Parole evidence and extrinsic evidence shall be inadmissible to show agreement by and between Capital Communications and property owner to any term or condition contrary to or in addition to the terms and conditions contained in this note.

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Scope Of Services
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Introduction

Capital Communications (“Capital Communications”) is pleased to submit this proposal to provide Capital Communications satellite television programming to Gulf Breeze. As a reseller of the third largest provider of television programming in the nation (Dish), and the leading national provider of high definition programming, Capital Communications builds solid relationships with professional service and offers the best in programming across the country. Capital Communications takes pride in offering both choice and value to ensure that options are available to fit your needs.

Capital Communications Corporation

Headquartered in Magnolia, Texas, Capital Communications has been in business over 15 years. As a preferred reseller for Dish Networks, Capital Communications has earned the distinction of being a one of Dish’s top PCO (private cable operators) throughout the United States.

Capital Communications has customers primarily in Texas, but provides services to the MDU market in other states of the Southeast including Florida and Alabama. References are available upon request.

Proposed Solution

Capital Communications offers the MDU Bulk Plan to the residents of Gulf Breeze.

MDU Bulk Plan

Capital Communications's MDU Bulk Plan provides great value for your residents. At Gulf Breeze, we can offer 65-bulk channels of satellite video programming service to the residential units for one low cost per month. The satellite video programming service cost is based on 100% of your 199 residential units regardless of vacancies. The price for the bulk package detailed below is \$14.55 per residential unit per month* and is billed directly to the management office. Your 65 channels are listed below:

- 2 Property Access Channel
- 3 ABC
- 4 CBS
- 5 NBC
- 6 FOX
- 7 PBS
- 8 CW
- 9 UNVSN
- 10 MNT
- 11 IND
- 12 Cartoon Network
- 13 CNN
- 14 Cooking
- 15 CSPAN
- 16 CSPAN2
- 17 CNBC
- 18 Discovery
- 19 Fox News
- 20 Headline News
- 21 TWC
- 22 Nickelodeon
- 23 Hallmark Movie
- 24 OWN
- 25 Oxygen
- 26 TBN
- 27 TBS

- 28 TLC
- 29 TNT
- 30 USA
- 31 TV Land
- 32 ESPN
- 33 ESPN2
- 34 ESPN News
- 35 ESPN U
- 36 ESPN Classic
- 37 MTV
- 38 MTV2
- 39 VH1
- 40 VH1 Classic
- 41 Comedy Central
- 42 E!
- 43 Lifetime
- 44 SyFy
- 45 AMC
- 46 Animal Planet
- 47 BET
- 48 Boomerang
- 49 Baby First
- 50 Angel
- 51 Discovery
- 52
- 53
- 54
- 55
- 56
- 57
- 58

- Action
- Encore Love
- 62 Encore Sports
- 63 Encore Discovery
- Western
- TV

Infrastructure

Capital Communications is pleased to provide Gulf Breeze with the necessary equipment and installation at no cost in exchange for signing a mutually agreeable contract.

If the technical site survey reveals unresolvable installation issues, the proposed offer may be affected and we will present you with an alternate proposal.

Equipment Room

The Capital Communications satellite equipment must be stored in a controlled room at Gulf Breeze, which must meet the following five criteria minimums:

- ✓ **Size:** Approx. 12ft (W) X 12ft (L) X 8 ft (H) as a minimum
- ✓ **Temperature controlled:** 65°-75°F
- ✓ HVAC maintained by the property
- ✓ **24-hour access:** Capital Communications must be able to reach this room via any common areas, at any time of the day, and be provided the necessary keys to do so
- ✓ **Power requirements:** 100 amp breaker service panel that supports with two dedicated 20-amp circuits for the air conditioner and power supply for cable plant, and three dedicated 20-amp 120-vac circuits located on one wall of the head end room with standard two gang receptacles (All electrical circuits provided by Gulf Breeze)
- ✓ **Location:** Centrally located and is approximately 12' x 12', this is within 250 feet of the dish antennas. This room requires the above power requirements. The electrical work will be performed by Gulf Breeze as an improvement to their building.

Capital Communications Support

Upon execution of our contract, Capital Communications' Installation team will install, operate and maintain a state-of-the-art video distribution system. Capital Communications will distribute a digital quality signal on the property and provide access to available programming to your residents.

Capital Communications values the relationship with you and the property. Our technicians have established territories and pride themselves on creating and maintaining a positive, on-going relationship with the property and its residents.

ATTACHMENT "A" SCOPE OF SERVICES

Services to be provided:

- A. Mount the satellite dishes via wall mount to the penthouse wall allowing for line-of-site to the satellite arc of orbital locations of 110° and 119° West longitudes within 250 linear feet from the headend location.
- B. Furnish and install an 65 channel SMATV video system to provide video service to said property. The headend will also include all of the necessary wiring and connectors as well as the required pre-amps and combining networks.
- C. Capital Communications will reuse the existing distribution system to supply video service to the units at said property. Capital Communications will not be responsible for any issues with the cable infrastructure distribution system at said property.
- D. Capital Communications will replace all active, and passive devices at said property.

Capital Com will provide the following services to be provided by owner in order to:

- 1. The satellite dishes shall be mounted to the penthouse wall in the headend room. The dishes shall be mounted to the wall in the headend room and should be accessible to only authorized property personnel and Capital Com employees. This is to ensure both the security of the system and the safety of the system.
- 2. Provision of the electrical wiring and equipment for the headend room by a licensed electrician. This is to ensure that the headend room is equipped with two dedicated 20 AMP 120 Volt AC circuits for the air conditioning power supply and three dedicated 20 AMP 120 Volt AC circuits located on one wall of the headend room with standard two-gang receptacles. This room shall be secured from unauthorized access to the room for the protection of the equipment and the safety of the property.

 **CAPITAL
COMMUNICATIONS**

3. Installation of (if not already available) the electrical circuits for the HVAC system, and headend requirements listed above in addition to the on-going monthly electricity cost associated with the operation of these systems.
4. Contract for installation of a climate control system for the headend room with a licensed HVAC installation company. This system will provide freeze protection and an air conditioning system capable of supporting the size of the room with additional 10,000 BTU's of cooling for the electronics. This will be a separate system from any other office/building controlled HVAC and able to maintain ambient temperature of 65° to 75° Fahrenheit all year around. The system will utilize property provided electricity that is not currently available in the room at this time.
5. Property access to the headend, satellite antennas, all pedestal and lock box locations, riser closets, MDF/IDF rooms, and any other necessary point in the distribution system.
6. Certification of ownership that all existing cabling (including pre-wire or post wire) and conduit that DNS will be connecting to or utilizing and verification that same does not cross or encroach upon any public easement.

Wiring to be required: Will use existing wiring. If additional wiring of RG6 homeruns are needed to a specified unit with substandard service, then a flat costs of \$175 per unit will be charged to Galveston Housing Authority upon their executive approval.

Cost of Initial Wiring: NA

Cost of Monthly Service: *GB*
Per Unit: ~~\$14.55~~ Bulk Agreement: Yes
Per Unit: NA Retail Agreement: NA

TOTAL MONTHLY COST: 199 X \$14.55 = ~~\$2,895.45~~

TOTAL ANNUAL COST: \$2,895.45 X 12 = \$34,745.40

HIA



12/27/12

Kyle Smith
Phone: 281-259-2074
Fax: 281-259-2017

Melinda Oliver
Holland House
2810 61st Street
Galveston, TX 77551

Re: Satellite Television Proposal

Dear Ms. Oliver:

On behalf of myself and the entire Capital Communications team, thank you for the opportunity to discuss our satellite television services with you. I am pleased to provide you with the enclosed proposal for our services at Holland House. Capital Communications provides both choice and value in television programming, and we look forward to demonstrating our many programming options and excellent service to you and your residents.

If you have any questions regarding the proposal or Capital Communications' services, please do not hesitate to contact me by telephone (832) 714-7165 or e-mail capitaleng@sbcglobal.net. I look forward to hearing from you.

Kind regards,

Kyle Smith

Owner

Capital Communications**Proposal Date:** 12/27/2012**Submitted To:** Melinda Oliver**Properties/Establishment:** Holland House, 2810 61st Street

Referencing: Capital Communications submits this proposal to Holland House for the distribution of Capital Communications programming through a centralized, "shared-dish" satellite system. This proposal will outline specific television programming plans, services and materials provided by Capital Communications to install service at Holland House.

This proposal will be effective for a period of 30 days and prices do not include any applicable taxes. All prices, packages and programming are subject to change without notice.

This document constitutes a statement of intentions only and is not intended, and shall not be construed, to constitute an obligation binding on Capital Communications or any potential customer. A binding agreement will result only from satisfactory completion of due diligence and negotiation and execution of mutually agreeable transaction documents. Neither Capital Communications nor any potential customer shall have any obligation whatsoever to perform due diligence, seek or receive any approvals, or negotiate or enter into any transaction documents. The acceptance by Capital Communications or a potential customer of partial performance by the other party will not create any binding obligations upon the first party. No oral or implied contract will be formed in respect of the proposed investment regardless of any statements made by Capital Communications or any potential customer or any course of dealing between them. Parole evidence and extrinsic evidence shall be inadmissible to show agreement by and between Capital Communications and property owner to any term or condition contrary to or in addition to the terms and conditions contained in this note.

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Introduction

Capital Communications ("Capital Communications") is pleased to submit this proposal to provide Capital Communications satellite television programming to Holland House. As a reseller of the third largest provider of television programming in the nation (Dish), and the leading national provider of high definition programming, Capital Communications builds solid relationships with professional service and offers the best in programming across the country. Capital Communications takes pride in offering both choice and value to ensure that options are available to fit your needs.

Capital Communications Corporation

Headquartered in Magnolia, Texas, Capital Communications has been in business over 15 years. As a preferred reseller for Dish Networks, Capital Communications has earned the distinction of being one of Dish's top PCO (private cable operators) throughout the United States.

Capital Communications has customers primarily in Texas, but provides services to the MDU market in other states of the Southeast including Florida and Alabama. References are available upon request.

Proposed Solution

Capital Communications offers the MDU Bulk Plan to the residents of Holland House.

MDU Bulk Plan

Capital Communications's MDU Bulk Plan provides great value for your residents. At Holland House, we can offer 65-bulk channels of satellite video programming service to the residential units for one low cost per month. The satellite video programming service cost is based on 100% of your 159 residential units regardless of vacancies. The price for the bulk package detailed below is \$14.55 per residential unit per month* and is billed directly to the management office. Your 65 channels are listed below:

- 2 Property Access Channel
- 3 ABC
- 4 CBS
- 5 NBC
- 6 FOX
- 7 PBS
- 8 CW
- 9 UNVSN
- 10 MNT
- 11 IND
- 12 Cartoon Network
- 13 CNN
- 14 Cooking
- 15 CSPAN
- 16 CSPAN2
- 17 CNBC
- 18 Discovery
- 19 Fox News
- 20 Headline News
- 21 TWC
- 22 Nickelodeon
- 23 Hallmark Movie
- 24 OWN
- 25 Oxygen
- 26 TBN
- 27 TBS

| | |
|----|-----------------|
| 28 | TLC |
| 29 | TNT |
| 30 | USA |
| 31 | TV Land |
| 32 | ESPN |
| 33 | ESPN2 |
| 34 | ESPN News |
| 35 | ESPN U |
| 36 | ESPN Classic |
| 37 | MTV |
| 38 | MTV2 |
| 39 | VH1 |
| 40 | VH1Classic |
| 41 | Comedy Central |
| 42 | E! |
| 43 | Lifetime |
| 44 | SyFy |
| 45 | AMC |
| 46 | Animal Planet |
| 47 | BET |
| 48 | Boomerang |
| 49 | Baby First |
| 50 | Angel One |
| 51 | Documentary |
| 52 | Biography |
| 53 | G4 |
| 54 | Hallmark |
| 55 | History |
| 56 | ION |
| 57 | Style |
| 58 | TruTV |
| 59 | Encore |
| 60 | Encore Action |
| 61 | Encore Love |
| 62 | Encore Suspense |
| 63 | Encore Drama |
| 63 | Encore Western |
| 65 | Encore Family |

Infrastructure Costs

Capital Communications is pleased to provide Holland House with the necessary satellite equipment and installation at no cost in exchange for signing a mutually acceptable 5-year installation and service agreement with us.

If the technical site survey reveals unexpected distribution and/or installation issues, the proposed offer may be affected, and we may present you with an alternate proposal.

Equipment Room

The Capital Communications satellite equipment must be stored in a controlled room at Holland House, which must meet the following five criteria minimums:

- ✓ **Size:** Approx. 12ft (W) X 12ft (L) X 8 ft (H) as a minimum
- ✓ **Temperature controlled:** 65°-75°F
- ✓ HVAC maintained by the property
- ✓ **24-hour access:** Capital Communications must be able to reach this room via any common areas, at any time of the day, and be provided the necessary keys to do so
- ✓ **Power requirements:** 100 amp breaker service panel that supports with two dedicated 20-amp circuits for the air conditioner and power supply for cable plant, and three dedicated 20-amp 120-vac circuits located on one wall of the head end room with standard two gang receptacles (All electrical circuits provided by Holland House)
- ✓ **Location:** Centrally located and is approximately 12' x 12', this is within 250 feet of the dish antennas. This room requires the above power requirements. The electrical work will be performed by Holland House as an improvement to their building.

Capital Communications Support

Upon execution of our contract, Capital Communications' Installation team will install, operate and maintain a state-of-the-art video distribution system. Capital Communications will distribute a digital quality signal on the property and provide access to available programming to your residents.

Capital Communications values the relationship with you and the property. Our technicians have established territories and pride themselves on creating and maintaining a positive, on-going relationship with the property and its residents.

ATTACHMENT "A" SCOPE OF SERVICES

Services to be provided:

- A. Mount the satellite dishes at a convenient location with the line of sight toward the satellite arc of orbital locations of 110° and 119° West longitudes within 250 linear feet from the headend location.
- B. Furnish and install a 65 channel SMATV video system to provide video service to said property. The headend will also include all of the necessary wiring and connectors as well as the required pre-amps and combining networks.
- C. Capital Communications will reuse the existing distribution system to supply video service to the units at said property. Capital Communications will not be responsible for any issues with the cable infrastructure distribution system at said property.
- D. Capital Communications will replace all active, and passive devices at said property.

Capital Communications will require the following to be provided by the property owner in order to complete the system:

1. The property will need to clean the head end room which is the electrical room on the second floor at the back of the building to allow for the installation of the new satellite network head end equipment. This room will be required to remain locked at all times and should be accessible to only authorized property personnel and Capital Communications employees. This is to maintain both the security of the equipment as well as the system integrity.
2. Provision of the electrical wiring and connectivity for the headend room by a licensed electrician. This is to include a 100 AMP breaker service panel with two dedicated 20 AMP 120 Volt circuits for the air conditioner and power supply and three dedicated 20 AMP 120 Volt AC circuits located on one wall of the headend room with standard two-gang receptacles. This room shall be secured from access by un-authorized personnel, shall provide 24-7 access to the room for Capital Communication personnel and be located within 250 linear feet of the satellite antennas mount locations.

3. Installation of (if not already available) the electrical circuits for the HVAC system, and headend requirements listed above in addition to the on-going monthly electricity cost associated with the operation of these systems.
4. Contract for installation of a climate control system for the headend room with a licensed HVAC installation company. This system will provide freeze protection and an air conditioning system capable of supporting the size of the room with additional 10,000 BTU's of cooling for the electronics. This will be a separate system from any other office/building controlled HVAC and able to maintain ambient temperature of 65° to 75° Fahrenheit all year around. The system will utilize property provided electricity that is not currently available in the room at this time.
5. Property access to the headend, satellite antennas, all pedestal and lock box locations, riser closets, MDF/IDF rooms, and any other necessary point in the distribution system.
6. Certification of ownership that all existing cabling (including pre-wire or post wire) and conduit that DNS will be connecting to or utilizing and verification that same does not cross or encroach upon any public easement.

Wiring to be required: Will use existing wiring. If additional wiring of RG6 homeruns are needed to a specified unit with substandard service, then a flat costs of \$175 per unit will be charged to Galveston Housing Authority upon their executive approval.

Cost of Initial Wiring: NA

Cost of Monthly Service: *Holland House*
Per Unit: ~~\$14.55~~ Bulk Agreement: **Yes**
Per Unit: **NA** Retail Agreement: **NA**

TOTAL MONTHLY COST: 159 X \$14.55 = \$2,313.45

TOTAL ANNUAL COST: \$2,895.45 X 12 = \$27,761.40

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is dated August 27, 2008, and is between Comcast of Houston, LLC, a Delaware limited liability company (the "Company"), and The Housing Authority of the City of Galveston, Texas, (the "Owner"), who owns certain real estate and improvements thereon located at 2914 Ball, 1601 Strand, 5228 Broadway, 4400 Sealy, 4300 Broadway, 1211 Moody, and 2810 61st Street, Galveston, Texas 77550 (collectively, the "Premises"), commonly known as Cedar Terrace, Magnolia House, Oleander Homes, Palm Terrace, The Oaks, Gulf Breeze and Holland House consisting of nine-hundred seventy-eight (978) residential units plus any units or properties 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 Houston, Texas, (the "City"). The Owner 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. 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 Owner 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 Owner. 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 Owner 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 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 System, 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 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 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 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. Owner shall not enter into a 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. 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.
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 Owner 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 Owner or resident, as the case may be.

9. 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 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 sixty (60) 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 Owner with a certificate evidencing such insurance.

11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents, commissioners 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, subcontractors, 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 Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents, subcontractors and representatives from and against any and all claims, damage or expense arising out of the actions or omissions of the Owner, its personnel, directors, agents and representatives. .

12. Limitation of Liability. THE COMPANY SHALL NOT BE LIABLE TO THE OWNER 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.

c) Closing of Apartment Units. Notwithstanding any other provisions hereof to the contrary, the Company understands and agrees that the Owner is a Texas governmental body, engaged in the performance of a governmental function of providing decent, safe, and sanitary housing for persons of low income. Consequently, the Company also understands and agrees that the Owner may decide, during the initial term or any extended term of this Agreement, to remodel, rebuild, demolish, or cease the operation of residential units on the Premises described above, and the Company agrees that such action by Owner shall not be a default or breach of this Agreement by Owner in any fashion, and shall not entitle the Company to damages or to termination of this Agreement, in whole or in part; provided the Owner's actions do not unreasonably interfere with Company's ability to provide Services to occupied units on the Premises.

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. Owner shall provide exclusive Marketing Support for the Services. The term "Marketing Support" shall be limited to, Owner'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 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, 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 Owner:

The Housing Authority of the City of Galveston, Texas
4700 Broadway
Galveston, Texas 77550
Attn.: Mr. Harish Krishnarao

If to the Company:

Comcast of Houston, LLC
8590 West Tidwell
Houston, Texas 77040
Attn.: VP/GM

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.

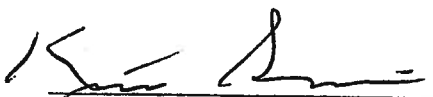
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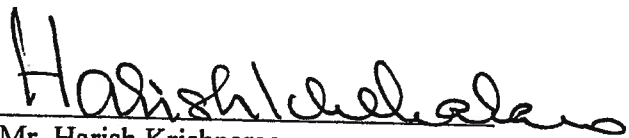
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

The Housing Authority of the City of Galveston, Texas

WITNESS/ATTEST


Name: KENNETH SEVIER

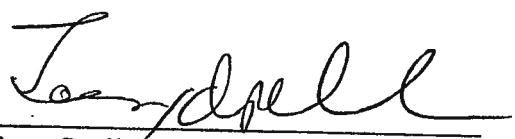
By: 
Name: Mr. Harish Krishnarao
Title: Executive Director

COMPANY

Comcast of Houston, LLC

ATTEST:

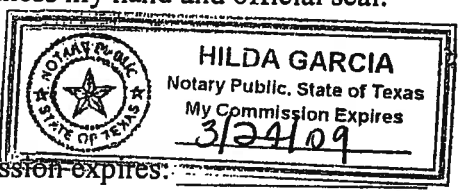
Name: _____

By: 
Name: Tony Speller
Title: Senior Vice President / Houston Region

STATE OF TX)
) ss.
COUNTY OF Galveston)

The foregoing instrument was acknowledged before me this 27th day of August, 2008 by Harish Krishnarao (name), the Executive Director (title) of The Galveston Housing Authority (entity), 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.



Hilda Garcia
Hilda Garcia Notary Public
(Print Name)

My Commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by Tony Speller of Comcast of Houston, LLC on behalf of said entity. He is personally known to me and did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My Commission expires: _____

EXHIBIT A

(see attached)

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GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this ___ day of _____, 2008 by and between Comcast of Houston, LLC, its successors and assigns, hereinafter referred to as "Grantee" and The Housing Authority of the City of Galveston, Texas, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated _____, 2008, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property described below, hereby grant(s) to Grantee, its successors and assigns, an 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 "Property") located in County of Galveston, State of Texas described as follows:

LEGAL DESCRIPTION:

(See Attached)

Grantor(s) agree for themselves and their 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 Grantee, its successors or assigns provides broadband service to the Premises.

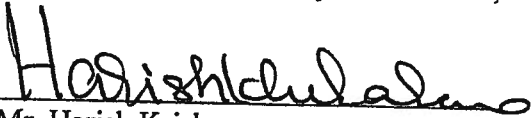
GRANTOR

WITNESS/ATTEST:

The Housing Authority of the City of Galveston, Texas



Name: KENNETH SEVIER

By: 

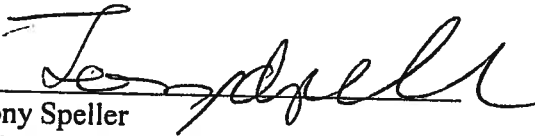
Name: Mr. Harish Krishnarao
Title: Executive Director

GRANTEE

ATTEST:

Comcast of Houston, LLC

Name: _____

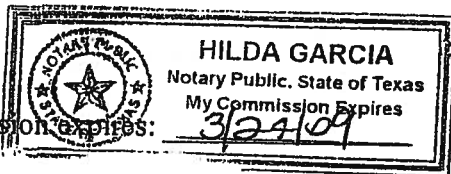
By: 

Name: Tony Speller
Title: Senior Vice President / Houston Region

STATE OF Texas)
COUNTY OF Galveston) ss.

The foregoing instrument was acknowledged before me this 27th day of August, 2008 by Harish Krishnarao (name), the Executive Director (title) of The Galveston Housing Authority (entity), 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.



My Commission expires:

Hilda Garcia
Hilda Garcia Notary Public
(Print Name)

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Tony Speller of Comcast of Houston, LLC on behalf of said entity. He is personally known to me and did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My Commission expires: _____

LEGAL DESCRIPTION

The Housing Authority of the City of Galveston, Texas

Cedar Terrace
2914 Ball
139 Units

Magnolia Homes
1601 Strand
133 Units

Oleander Homes
5228 Broadway
206 Units

Palm Terrace
4400 Sealy
104 Units

The Oaks
4300 Broadway
40 Units

Gulf Breeze
1211 Moody
199 Units

Holland House
2810 61st
157 Units

Consisting of nine hundred seventy-eight (978) residential units

HOUSING AUTHORITY

OF THE CITY OF GALVESTON, TEXAS

409/765-1900

77551



Central Office 4700 Broadway

Wednesday, March 27, 2013

Mr. Travis Birchfield
Comcast Cable- MDU 3rd Floor
8590 West Tidwell
Houston TX 77040

Dear Mr. Birchfield:

This letter is to notify you that April 1st 2013 will be the final billing to our residents on behalf of Comcast. We shall remit any and all collections at the end of the month in which they are received.

Please make the necessary arrangements during the month of April to serve our residents directly so that those who wish may obtain uninterrupted service. I urge you to coordinate the transition through Odelia Williams, Resident Services Director 409-741-8728

Thanks for the years of partnership which enabled our residents to enjoy cable service at a reduced rate. Unfortunately, our role has become too burdensome and your incentive too small to sustain this symbiosis.

We wish you all the best with the transition.

Sincerely,

B I L Bruney, MBA., CPA.
Director of Finance