



August 10, 2020

Alan Lindy  
York House North Apartments  
207 Leedom St  
Jenkintown, PA 19046-3235

**IMPORTANT INFORMATION ABOUT YOUR XFINITY SERVICES AND PRICING**

Dear York House North C/O Lindy Properties:

As families and homes rely more on technology, we're working to bring better and more reliable services to your residents. We're improving our products, strengthening our network, and investing in technology. We're always working to provide the programming your resident's value and enjoy.

Programming fees – the fees networks and broadcast stations charge us to deliver programming – continue to rise. These are among our biggest expenses, along with the cost of always improving our products and services. Though we absorb many of these costs, some must still be passed through to our customers.

As a result, and in accordance with the terms of your agreement with Comcast, starting September 4, 2020 your monthly per unit service fee will increase from \$19.79 to \$20.25 and your monthly rate will increase from \$4,611.07 to \$4,718.62. A portion of your monthly fee will continue to be itemized on your statement as a Broadcast TV Fee, which is increasing from \$8.25 to \$8.25 per unit in order to defray the rising costs of retransmitting broadcast television signals.

We understand that price increases are never welcome. While some fees may be going up, we hope you see our services improving as well. If you have any questions about these changes, please feel free to call 1-855-638-2855 (855-MDU-BULK).

Thank you for choosing Comcast to serve your property. We value you as a customer and look forward to continuing to serve your residents.

Sincerely,

Xfinity Communities

Prices exclude applicable fees and taxes and are subject to change.

CC:  
8499100240018068  
Chrissy Dotger  
207 Leedom Street  
Jenkintown, PA 19046



## INSTALLATION AND SERVICES AGREEMENT

This Installation and Services Agreement (the "Agreement") is dated July 29, 2011 and is between Comcast of Philadelphia, LLC, (the "Company"), and Lindy Properties (the "Owner"), who owns certain real estate and improvements thereon located at 1320 Somerville Avenue, Philadelphia, PA 19141, (the "Premises"), commonly known as York House North, consisting of 214 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Philadelphia, Philadelphia County, Pennsylvania. 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. System Construction and Installation.

a) The Company shall install, maintain and repair all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices (collectively, the "Company Wiring") excluding cable home wiring, cable home run wiring, connectors, splitters, and wall plates. The Company Wiring is and will remain the personal property of the Company. 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 installing, maintaining and repairing the Company Wiring. The Company agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance or removal of the Company Wiring, except as otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction, installation and operation of the Company Wiring.

b) Prior to the installation of the Company Wiring, the Owner shall provide plans to Company locating all underground facilities existing on the Premises. The Owner shall give the Company at least twenty (20) days notice of the opening of utility trenches on the Premises so that the Company may, at its option, install the Company Wiring in the common utility trenches, and shall otherwise cooperate with the Company in the construction and installation of the Company Wiring.



c) The Owner will install all cable home and cable home run wiring necessary for the Company to distribute the Services to the Premises (the "Owner Wiring") in accordance with the Company's specifications. The ownership of all parts of the Owner Wiring is and will remain the personal property of the Owner.

d) The System will consist of the Owner Wiring and the Company Wiring.

e) 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 shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner inside the individual units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

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, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall supply the names and unit numbers of residents at reasonable intervals. 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 construct, install, operate, maintain, repair and replace, as necessary, the Company Wiring, to interconnect with, use and maintain the Owner Wiring and the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.

5. Fees and Charges for Services. Additional terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in the Bulk Bill Addendum attached hereto between the Owner and the Company. Except as set forth in the Bulk Bill Addendum, the Owner assumes no liability or responsibility for service charges contracted for by individual residents. All billing and collections for service charges incurred by individual residents will be accomplished by the Company.



6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

8. Interference. If any device or facility belonging to a resident or the 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 three (3) 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 the Owner, its personnel, directors, agents and representatives harmless from or against any and all claims, damage or expense arising out of the actions or omissions of the Company, its personnel, directors, agents and representatives in the installation, operation, maintenance or removal of the Company Wiring, the interconnection with, use and maintenance of the Owner Wiring, the Services provided to residents at the Premises pursuant to this Agreement or a breach of the Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the actions or omissions of the Owner, its personnel, directors, agents and representatives in the installation of the Owner Wiring, the operation or maintenance of the Premises or a breach of the Agreement.



12. LIMITATION OF LIABILITY. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY 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 the defaulting party fails to do so within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

14. Removal of Company Wiring.

a) Upon expiration or termination of this Agreement for any reason, the Company shall have a period of six (6) months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by such removal.

b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in section (a) shall be tolled for as long as the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the Company shall have the right to continue to own and use the Company Wiring and the non-exclusive right to interconnect with and use the Owner 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. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the Company Wiring or the provide the Services during the term hereof due to acts of God, the failure of equipment or facilities not belonging to the 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. 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. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. The Company may assign this Agreement without the consent of the Owner to any entity controlled by or under common control with the Company, to any entity acquiring all or substantially all of the Company's assets in the [City/County] or any surviving entity following a merger, acquisition or consolidation. The assignee shall agree in writing to be bound by all the terms and conditions hereof.

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 Lindy Properties:

York House North c/o Lindy Properties  
207 Leedom Street,  
Jenkintown, PA 19046  
Attn.: Alan Lindy

If to the Company:

Comcast Cable  
Philadelphia Metro Region  
3220 Tillman Drive, Suite 400  
Bensalem, PA 19020  
Attn: Reg. Sr. Vice President

With a copy to:

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

g) Confidentiality. Each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business.



h) 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.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.





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

OWNER

WITNESS/ATTEST

Lindy Properties

\_\_\_\_\_  
Name: \_\_\_\_\_

By: Carolyn Hirsch  
Name: Carolyn Hirsch  
Title: Director of Operations

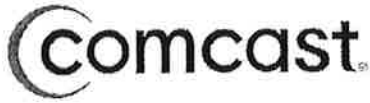
COMPANY

ATTEST:

Comcast of Philadelphia, LLC

[Signature]  
Name: \_\_\_\_\_

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011  
by \_\_\_\_\_ (name), the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (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.

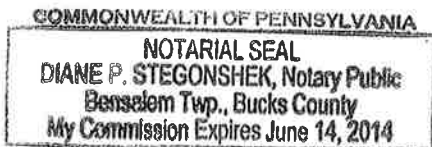
\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

My commission expires: \_\_\_\_\_

STATE OF PA )  
 ) ss.  
COUNTY OF BUCKS )

The foregoing instrument was acknowledged before me this 1 day of AUGUST, 2011  
by AMY SMITH (name), of COMCAST OF PHILADELPHIA, LLC (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.



Diane P. Stegonshek  
\_\_\_\_\_  
(Print Name) Notary Public

My Commission expires: 6/14/2014

EXHIBIT A

(see attached)

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## GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 24<sup>th</sup> day of July, 2011 by and between Comcast of Philadelphia, LLC, its successors and assigns, hereinafter referred to as "Grantee" and Lindy Properties, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to an Installation and Services Agreement dated July 24<sup>th</sup>, 2011, pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Premises 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 "Premises") located in County of Philadelphia, State of Pennsylvania described as follows:

### LEGAL DESCRIPTION:

(See Attached)

Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.



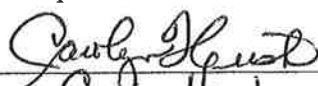
IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Lindy Properties

\_\_\_\_\_  
Name: \_\_\_\_\_

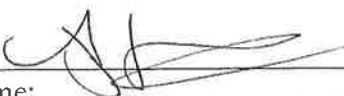
By:   
Name: Gary Hersh  
Title: Director of Operations

GRANTEE

ATTEST:

Comcast of Philadelphia, LLC

  
Name: \_\_\_\_\_

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011  
by \_\_\_\_\_ (name), the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (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.

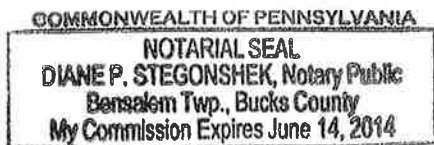
\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

My commission expires: \_\_\_\_\_

STATE OF PA )  
 ) ss.  
COUNTY OF BUCKS )

The foregoing instrument was acknowledged before me this 1 day of AUGUST, 2011  
by AMY SMITH (name), of COMCAST OF PHILADELPHIA (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.



Diane P. Stegonshek  
DIANE P. STEGONSHEK Notary Public  
(Print Name)

My Commission expires: 6/14/2014



## LEGAL DESCRIPTION

[see attached]



## EXHIBIT B

### BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (the "Bulk Addendum") is made and entered into this 24<sup>th</sup> day of July, 2011 by and between Comcast of Philadelphia, LLC (the "Company"), whose address is 11400 Northeast Ave, Philadelphia, PA 19116 and Lindy Properties (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1320 Somerville Avenue, Philadelphia, PA 19141 (the "Premises"), commonly known as York House North, consisting of 214 residential units. This Bulk Addendum supplements that certain Installation and Services Agreement dated July 24<sup>th</sup>, 2011 by and between Owner and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

1. The Company agrees to provide Bulk Service to outlet(s) in each of 214 units. As of the date of this Bulk Addendum, Bulk Service consists of the channel lineup set forth on Exhibit C attached hereto which is subject to change from time to time. The Owner shall pay the Company a monthly per unit service fee for Bulk Service equal to \$16.38 per unit plus all applicable taxes and fees. The monthly per unit service fee may be increased by the Company upon thirty (30) days written notice and such increase shall not exceed four percent (4%) annually. Bulk service fees will not increase until 2012.
2. The Owner acknowledges and understands that a digital receiver is required to receive Bulk Service. To the extent that the resident does not have such equipment within the unit, the Company shall provide each unit with two (2) digital receiver(s) and two (2) remote control(s) capable of receiving Bulk Service, provided that the resident enters into a separate agreement with the Company accepting responsibility for the receiver, remote and any services purchased which are additional to Bulk Service. If a resident refuses to enter into such agreement or violates such agreement, the Company shall only be required to provide those portions of Bulk Service, which do not require a receiver without any reduction in the monthly per unit service fee. The type of digital receiver and remote provided to the residents shall be at the Company's sole discretion.
3. Any hearing impaired or legally blind unit owner who does not occupy the unit with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnect fees, penalties or subsequent service charges.
4. Monthly per unit service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to an administrative fee of one percent (1%) per month if not paid within fifteen (15) calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to the Owner in the event payment of the monthly per unit service fee remains unpaid for sixty (60) days.





5. In addition to Bulk Service, the Company may provide to individual residents certain optional services, including, but not limited to, multi-channel video, internet and voice services ("Additional Services"). Additional Services will be addressed in separate agreements with individual unit residents. The Owner assumes no liability or responsibility for service charges for Additional Services contracted for by individual residents.

6. The Owner acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. The Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to the Owner or anyone claiming through the Owner. The Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company.

7. This Bulk Addendum shall be effective upon activation of the System at the Premises and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by the Company, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.

8. The Owner may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.

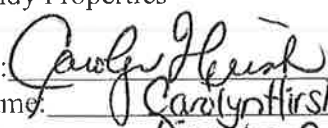
9. The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

OWNER

WITNESS/ATTEST

Lindy Properties

\_\_\_\_\_  
Name: \_\_\_\_\_

By:   
Name: Carolyn Hirsch  
Title: Director of Operations

COMPANY

ATTEST:

Comcast of Philadelphia, LLC

  
Name: \_\_\_\_\_

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT C

CHANNEL #		CHANNEL #	
2	KYW-3 (CBS)	62	WWSI-62 (Telemundo)
3	Drexel University	63	Fox Movie Channel
4	CNN	64	Philadelphia Public Affairs
5	WPVI-6 (ABC)	65	WUVP-65 (Univision)
6	LaSalle University	66	Public Access
7	ESPN	67	HSN
8	Comcast Network	68	Cartoon Network
9	WCAU-10 (NBC)	69	truTV
10	QVC	70	EWTV
11	WHYY-12 (PBS)	71	ESPN Classic
12	Hallmark	72	Tv One
13	WPSG-57 (CW)	73	TCM
14	VH1	75	History Channel
15	BET	76	MSNBC
16	Encore	77	Tv Land
17	WPHL-17 (MY)	78	ESPN 2
18	Lifetime	79	Disney Channel
19	Comcast SportsNet	80	WBPH-80 (IND)
20	Nickelodeon	81	Board of Education
21	Animal Planet	82	Community College of Phila
22	Comedy Central	95	WTVE-51 (IND)
23	WNJS-23 (PBS)	96	IFC
24	E!	99	Tv Guide Network
25	FX	103	Bloomberg TV
26	Style	105	C-SPAN 3
27	TBS	115	bio
28	Discovery Channel	116	History International
29	WTXF-29 (FOX)	119	Lifetime Movie Network
30	A&E	128	PBS KIDS Sprout
31	TLC	149	MoviePlex
34	Golf Channel	162	G4
35	WYBE-LIND TV	165	Sundance Channel
36	Spike TV	166	FEARnet On Demand
37	HGTV	184	Jewelry TV
38	ABC Family	185	PCN
39	WLVT-39 (PBS)	195	ABC Family HD?
40	AMC	200	Comcast SportsNet HD?
41	GSN	202	ESPN HD?
42	VERSUS	203	ESPN2 HD?
43	TNT	204	TNT HD?
44	WJCN-44 (IND)	205	HD Theater?
45	The Weather Channel	206	VERSUS HD?
46	CNN Headline News	207	Golf Channel HD?
47	CNBC	208	Universal HD?
48	WGTW-48 (TBN)	209	Palladia HD?
49	C-SPAN	221	CNN HD?
50	C-SPAN 2	225	TLC HD?
51	Fox News Channel	231	WPVI-ABC HD?
52	Leased Access	232	WCAU-NBC HD?
53	Bravo	233	KYW-CBS HD?
54	Food Network	234	WTXF-FOX HD?
55	Sundance Channel	235	WPHL-MY HD?
56	USA Network	236	WPSG-CW HD?
57	MTV	238	AMC HD?
58	CMT	239	Disney HD?
59	WFFZ-59 (IND)	240	WHYY-PBS HD?
60	Syfy	245	Live Well HD?
61	WPPX-61 (ION)	246	Action News Now



# EXHIBIT C

<u>CHANNEL #</u>		<u>CHANNEL #</u>	
248	WCAU Philly Non-Stop	423	70s
249	Universal Sports	424	Solid Gold Oldies
251	WFFA (Telefutura)	424	Solid Gold Oldies
257	WHYY-Y Arts	425	Party Favorites
258	WHYY-Y Info	425	Party Favorites
282	Jewelry TV	426	Stage & Screen
283	ShopNBC	426	Stage & Screen
294	The Word Network	427	Kidz Only!
401	Hit List	427	Kidz Only!
401	Hit List	428	Toddler Tunes
402	Hip-Hop and R&B	428	Toddler Tunes
402	Hip Hop and R&B	429	Today's Country
403	MC MixTape	429	Today's Country
403	MC MixTape	430	True Country
404	Dance/Electronica	430	True Country
404	Dance/Electronica	431	Classic Country
405	Rap	431	Classic Country
405	Rap	432	Contemporary Christian
406	Hip Hop Classics	432	Contemporary Christian
406	Hip Hop Classics	433	Sounds of the Seasons
407	Throwback Jamz	433	Sounds of the Seasons
407	Throwback Jamz	434	Soundscapes
408	R&B Classics	434	Soundscapes
408	R&B Classics	435	Smooth Jazz
409	R&B Soul	435	Smooth Jazz
409	R&B Soul	436	Jazz
410	Gospel	436	Jazz
410	Gospel	437	Blues
411	Reggae	437	Blues
411	Reggae	438	Singers & Swing
412	Classic Rock	438	Singers & Swing
412	Classic Rock	439	Easy Listening
413	Retro Rock	439	Easy Listening
413	Retro Rock	440	Classical Masterpieces
414	Rock	440	Classical Masterpieces
414	Rock	441	Light Classical
415	Metal	441	Light Classical
415	Metal	442	Musica Urbana
416	Alternative	442	Musica Urbana
416	Alternative	443	Pop Latino
417	Classic Alternative	443	Pop Latino
417	Classic Alternative	444	Tropicales
418	Adult Alternative	444	Tropicales
418	Adult Alternative	445	Mexicana
419	Soft Rock	445	Mexicana
419	Soft Rock	446	Romances
420	Pop Hits	446	Romances
420	Pop Hits	612	WFFA (Telefutura)
421	90s	960	Comcast Central
421	90s	961	Comcast News
422	80s	962	Comcast Kids
422	80s	963	Comcast Sports
423	70s	966	Public Access