

EXCLUSIVE BULK U-VERSE® TV AGREEMENT

**EXISTING PROPERTY LAUDERDALE WEST
SFU and TOWNHOME PROPERTY**

This **EXCLUSIVE BULK U-VERSE® TV AGREEMENT** ("Agreement") is entered into as of the date that AT&T executes this Agreement ("Effective Date"), by and between BellSouth Telecommunications, LLC ("AT&T"), a Georgia limited liability company, and **Lauderdale West Community Association No. 1, Inc.** ("Association"), a Florida not for profit corporation. AT&T and Association may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. Lauderdale West is a condominium association consisting of SFU and multi-unit villas property located as described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property"); and

B. Association is a duly constituted condominium association established pursuant to, and organized as a corporation under Florida law, and is responsible for the operation of the Property. The Association's authority is derived in part from the Declaration of Covenants and Restrictions/Master Deed and By-Laws, as is or will be recorded in the Public Records of Broward County, Florida as amended from time to time (the "Declaration"). Pursuant to the Declaration, the Association may operate common areas and enter into contracts as defined in the Declaration, subject to all grants, reservations, terms and conditions contained therein. Association is or will be a successor in interest to and record owner of the common areas of the Property.

C. AT&T and its Affiliates are in the business of delivering communications and other services, which include but are not limited to any audio, video, Internet access, local telephone, long distance and any other services which AT&T and its Affiliates offer for sale to consumers on a generally available basis on their networks.

D. In order to be able to provide the residents of the Property with U-verse® TV as a benefit of living at the Property, and in order to obtain those services at an attractive price, AT&T has agreed to provide those services on a "bulk" basis to the Residential Dwelling Units on the Property pursuant to the terms and conditions contained in this Agreement. Association intends that AT&T shall, consistent with this Agreement, be granted rights to install and operate Equipment and deliver Bulk Services and Premium Services as defined in Section 1 of this Agreement, to residents of the Property and acknowledges that AT&T will make a substantial investment in order to provide these Bulk Services. AT&T shall have the exclusive right to contract with Association to provide Bulk Services described herein under a bulk billing arrangement for the Property.

NOW, THEREFORE, for the mutual consideration set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as set forth below.

TERMS AND CONDITIONS

1. Definitions.

1.1 "Affiliate" is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent (10%).

1.2 "Bulk Billing Start Date or BBSD" is the date billing for Bulk Services to the Association and billing for Premium Services to any End User, become effective for any Residential Dwelling Unit and the date that direct retail billing for Retail Services to End Users ceases and will no longer be initiated. The BBSD will occur no later than the later of: (i) April 20, 2013, or (ii) the Full Bulk Billing Date (defined hereinafter). AT&T shall provide email notice of the BBSD at least ten days before the BBSD. End Users may begin opening their accounts with AT&T approximately ninety (90) days prior to the BBSD. Subject to the provisions of Section 2.1.1, following the opening of their account, an End User may also order Premium Video Services and the Premium Video Services that will be billed to an End

User as described in Section 2.1.1. In addition, as set forth in Section 23 an End User may also order available voice and internet services, which services will also be billed to the End User at the standard retail rates.

1.3 "Bulk Monthly Fee" is the monthly recurring charges, as described and set forth on Exhibit C, excluding taxes and fees, that are billed to the Association for Bulk Services for each Residential Dwelling Unit during the Term of this Agreement.

1.4 "Bulk Services" are Bulk Video Service collectively.

1.5 "Bulk Video Service(s)" is AT&T's bulk U-verse® TV Service that will be made available to Association for use by End Users pursuant to the terms of this Agreement via the AT&T network that will at a minimum be competitive with the services provided by other video providers and substantially similar to U-verse® services provided to similarly situated AT&T customers in the local area in which the Property is located, and made available to End Users pursuant to this Agreement. The Bulk Video Service provided hereunder is described in greater detail in this Agreement and, and more specifically on Exhibit B, attached hereto and made a part hereof.

1.6 "End User" is an occupant of a Residential Dwelling Unit to whom Bulk Services and/or Premium Services are available for use.

1.7 "Equipment" is all wires, cables, antennas, towers, connectors, amplifiers, couplers, splitters, tuners, modulators, Customer Premise Equipment as defined in Section 6.4, and any other equipment and facilities owned and provided by AT&T or one of its Affiliates from time to time which are used to deliver Video Services. Equipment shall not include wire from the demarcation point to the wall jacks in the Residential Dwelling Units ("Inside Wire").

1.8 "Full Bulk Billing Date" is the date that one hundred (100%) percent of the End Users have had the opportunity to establish Bulk Service, provided that the service has been made readily available by AT&T.

1.9 "Individual Unit Owners" are those individuals or legal entities that have purchased Residential Dwelling Units at the Property, but excluding builders constructing such units in the ordinary course of business.

1.10 "Premium Services" are Premium Video Services.

1.11 "Premium Video Services" are any residential U-verse® TV services, applications, equipment or upgraded package of features that are not included in the Bulk Video Service as defined above.

1.12 "Residential Dwelling Units" include all types of residential dwelling units on the Property including, but not limited to: single-family homes, duplexes, multi-unit villas, and condominiums, constructed within the Property, and certified as ready for occupancy, whether occupied or not; but excluding commercial buildings/structures, common areas under the control of the Association pursuant to its governing documents.

1.13 "Retail Services" are services that provide End Users equivalent functionality to the Bulk Services, and are provided and billed at retail rates directly to the End User prior to the BBSD.

1.14 "Services" are Video Services.

1.15 "U-verse® TV Services" are the video component services of an integrated, switched, two-way, point-to-point and interactive IP-enabled service platform of voice, video and data services utilizing and provided over the AT&T network.

1.16 "Video Programming" is any audio, visual and data content which AT&T is authorized to provide or provides to the End Users under the terms of this Agreement, including but not limited to services that include broadcast television channels, premium channels, pay-per-view programs, video-on-demand, interactive-on-demand, and audio-only music, regardless of the technology used or the degree of subscriber interaction, customization and control provided as part of the service.

1.17 "Video Services" is Bulk Video Services and Premium Video Services collectively.

2. Services.

2.1 Video Services. AT&T will provide Video Services to each Residential Dwelling Unit during the Term of this Agreement subject to the terms of this Agreement and so long as End Users agree to and comply with AT&T's standard Video Service terms of service ("Video Terms of Service") as they may be amended from time to time. In addition to being subject to this Agreement and the Video Terms of Service, a Resident End User's use of the Video Services shall be subject to any applicable software license terms provided in connection with software associated with Video Services. End Users will be required to acknowledge acceptance of such Video Terms of Service and software license terms at the time of installation of the Video Services.

2.1.1 Additional Video Services. In the event an End User elects to purchase Premium Video Services, upon AT&T credit approval, such Premium Video Services shall be priced to the End User at the difference between AT&T's standard retail market rate for the Premium Video Services requested and AT&T's standard retail market rate for the retail service that is equivalent to the Bulk Video Service at the time of purchase. If the End User requests an additional account at the Residential Dwelling Unit, AT&T may directly bill the End User for such service on a

separate account at the then current retail rate (for which Association is not responsible). The End User shall be financially responsible for any additional Customer Premises Equipment necessary to deploy the requested additional Video Services. Any upgrade to the Bulk Video Services requested by Association in addition to those Bulk Video Services described herein and agreed to by AT&T shall be at additional cost to the Association. Upon mutual agreement, AT&T and Association may amend this Agreement to reflect any such upgrade.

2.2 AT&T may use any technology that it chooses to deliver the Services, and may change the technology used at any time as long as the Services continue to meet the requirements of this Agreement. AT&T will coordinate with End Users in the transition of Bulk Services to such updated technology, including any necessary equipment changes or installations and any required execution of Video Terms of Service at no charge to Association or End User.

2.3 Service Conditions. (i) Subject to the terms and conditions herein, AT&T agrees that the Services provided to the Association and End Users pursuant to this Agreement will be equal in quality to the same Services provided to other similarly situated AT&T customers served in areas immediately adjacent to each Property. (ii) AT&T may price the Premium Video Services and offer them in such combinations and with such other products and services as AT&T may determine.

2.4 Service Delivery. AT&T will use reasonable efforts to activate Services to Residents in a timely manner and Service installation periods shall be consistent with those in effect for other similarly situated AT&T customers.

3. Bulk Services Fee. Association will pay AT&T a Bulk Monthly Fee for each Residential Dwelling Unit for the Term of the Agreement as described on Exhibit C, attached hereto and made a part hereof.

4. Term and Auto-Renewal. This Agreement shall commence when fully executed by both Parties, and shall continue for seven (7) years from the date of the BBSD (the "Initial Term"), unless terminated in whole or in part as provided for in Section 12 below. THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR PERIODS ("RENEWAL TERM") UNLESS EITHER PARTY GIVES NOTICE TO THE OTHER AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE INITIAL TERM OR RENEWAL TERM OF ITS INTENT NOT TO RENEW. The Initial Term and Renewal Term(s) shall be referred to as the "Term".

5. Alternative Arrangements. During the Term of this Agreement, Association hereby agrees that it will not: (i) enter into any other bulk billing agreement with another service provider regarding or permitting the provision of video services that is substantially similar to the Video Service under this Agreement, or (ii) affirmatively permit or authorize any third party to promote any services which compete with said Bulk Services, provided, however, allowing access to the common property by competing providers to provide services that are billed directly to End Users shall not be a violation of this covenant by Association. In consideration of Association's restriction set forth in this Section 5 and Association's marketing obligations as set forth in Exhibit E, AT&T shall compensate Association as set forth on Exhibit E attached hereto and incorporated herein by this reference.

6. Equipment.

6.1 Installation and Operation. AT&T shall, at its own expense, take any actions which are necessary or convenient, in AT&T's reasonable opinion, to install, operate, alter, repair and remove Equipment and to deliver its services, including, without limitation, actions to:

- (a) maintain, move, repair, replace, and improve any Equipment;
- (b) use conduits on the Property owned and controlled by Association;
- (c) alter or remove trees, limbs, undergrowth and other objects in easement areas granted which are reasonably necessary to avoid interference with AT&T's ability to access Equipment or provide its services in a safe and efficient manner; and
- (d) enter into, upon, or across any portion of the Property owned and controlled by Association, including the ground beneath such Property, except that AT&T may not enter a Residential Dwelling Unit without the permission of a resident of such unit; and
- (e) exercise rights granted to AT&T with respect to specific End Users under applicable Video Terms of Service.

However, prior to AT&T exercising such actions in subsections (a) and (c) above, reasonable efforts will be made by AT&T to contact representatives of the Association to notify Association that AT&T personnel will be present at the Property. AT&T may not attach any device to, or disturb or use any equipment owned by a third party unless authorized to do so by that party. AT&T shall comply with all Laws that govern the removal of trees or landscaping, if any.

6.2 Repairs and Alterations. If AT&T shall repair, alter, maintain, replace, remove or supplement the Equipment after the initial installation, AT&T shall restore any damaged portion of the Property to a condition that is as close to its original condition prior to the performance of such work on the Equipment as is commercially reasonable and shall replace all facilities or improvements including any trees, shrubbery or grass located thereon. AT&T shall give a thirty (30) days written notice to Association prior to commencing any work on the Equipment that will result in a significant disturbance to the Property. AT&T shall not be required to give notice to Association, however, in an emergency situation where such notice cannot practicably be given or for routine servicing and repair of the Equipment. Notwithstanding anything in this Agreement to the contrary, AT&T shall not unreasonably interfere with Association's residents use of the common areas, and shall not unreasonably interfere with residents ingress and egress to the Property, and in such events AT&T shall work with Association to timely resolve any objection of the Association.

6.3 Ownership. All Equipment will remain the sole property of AT&T during and after this Agreement. No piece of Equipment will be deemed to be a fixture or in any other manner a part of the Property owned and controlled by Association or Residents/End-users. Association hereby waives and releases, for itself, its successors and assigns, any right, title, or interest which it has, or may have in the future, in or to any of the Equipment.

6.4 Distribution and Recovery of U-verse® Equipment. Prior to the BBSD, AT&T agrees to distribute a wireless router ("Residential Gateway") to the End User during initial installation of the Bulk Services and two (2) set top boxes, one of which provides digital video recorder ("DVR") services during initial installation of Bulk Video Service, ("Bulk Customer Premises Equipment" or "CPE"). Any bulk CPE or other customer premises equipment provided to an End User is the sole responsibility of the End User and the End User shall be responsible for returning such customer premises equipment to AT&T when the service is cancelled, and the Association shall not be responsible or have any liability to AT&T for any wireless routers, set top boxes, or CPE provided to End Users

7. Activation/Installation/Maintenance and Repair of Bulk Services.

7.1 Activation/Installation. Subject to Section 7.3 of this Agreement, no installation charges shall apply to Association or End User for installations of Bulk Customer Premises Equipment. End User requests for wiring in addition to that necessary to initially provide the Bulk Video Services or Premium Video Services to the Bulk Customer Premises Equipment, or additional set top boxes will be billed to the End User at the applicable retail rate, provided, however, AT&T shall not have any obligation to provide wiring to more than the two set top boxes included in the Bulk Customer Premises Equipment. Subject to AT&T being provided the necessary access to the Residential Dwelling Units, AT&T will make commercially reasonable efforts to provide the Bulk Customer Premises Equipment upon the scheduled date of the End User. Notwithstanding the foregoing, the End User must contact AT&T to schedule an installation date and provide contact information, including name, service address, and current contact telephone number at least fourteen (14) calendar days prior to the End User's desired installation date in order to provide AT&T with adequate time to provision the network facilities, as well as those within the Residential Dwelling Unit.

7.2 Maintenance and Repair. AT&T will provide technical support for the Bulk Video Services that is equivalent to that generally available to customers of AT&T's residential services comparable to the Video Services. AT&T shall maintain and repair Video Services from the network side of the network interface device ("NID") through its Video Services network in addition to the CPE. In the event an End User trouble is located on the End User side of the NID, and is not CPE, and the End User requests AT&T to repair the trouble, AT&T shall bill the End User, where applicable, at AT&T's standard repair rate. If modem support is needed from AT&T, the modem must be an AT&T supported modem.

7.3 Except as provided in this Agreement, upon the initial installation of Bulk Video Services or Premium Video Services only, AT&T will (i) upgrade all wiring within a Residential Unit and at the Property necessary for each End User to be capable of receiving the Bulk Video Services or Premium Video Services on all Bulk Customer Premises Equipment at no charge to the Association or End User, provided, however, AT&T will not have an obligation to upgrade wiring to more than the two set top boxes included in the Bulk Customer Premises Equipment, and (ii) will provide additional wiring within a Residential Dwelling Unit, at AT&T's sole cost and expense, if necessary to permit an End User to receive the Video Services on all Bulk Customer Premises Equipment in the event an End User is desirous of continuing to use existing wiring to receive existing service at the time the Bulk Video Service is initially installed from another service provider at no charge, provided, however, AT&T will not have an obligation to provide such additional wiring to more than the two set top boxes included in the Bulk Customer Premises Equipment. As of the BBSD, the upgraded or additional wiring as described above will be capable for use in providing the AT&T voice and internet services that are available to the Property. Association will identify and designate the wiring owned or controlled by Association for use by AT&T, provided, however, AT&T shall be solely responsible for complying with all

technical requirements necessary to comply with this Section 7.3. AT&T may not attach any device to, or disturb or use any equipment other than what is identified by Association for use by AT&T if requested by Association or End User as the case may be. After the initial installation of Bulk Video Services or Premium Video Services such that End User can properly receive the Bulk Video Services or Premium Video Services on all Bulk Customer Premises Equipment, in the event that the wiring is not adequate for AT&T to provide the Bulk Video Services or Premium Video Services due to the fault of the Association or End User or third party, as the case may be, AT&T shall not be responsible for any failure of the Video Services caused by such wiring. In the event the wiring is not adequate for AT&T to provide the Bulk Video Services or Premium Video Services due to the fault of the Association or End User, as the case may be, the Association or the End User may request AT&T to replace or upgrade the wiring to meet such specifications subject to separately negotiated rates, terms and conditions. In the event the wiring is not adequate for AT&T to provide the Bulk Video Services or Premium Video Services and such failure is not due to the fault of the Association or End User or third party, as the case may be, AT&T shall upgrade all wiring within a Residential Unit and at the Property necessary for each End User or Association, as the case may be, to be capable of receiving the Bulk Video Services or Premium Video Services on all Bulk Customer Premises Equipment at no charge to the Association or End User. While AT&T is using a specific portion of wiring belonging to the End User or Association to provide a service to an End User, Association will allow AT&T to be the only user of such wire. Association may allow another provider to use an unused portion of such wire to serve an End User, subject to any existing laws or regulations.

7.4 Notwithstanding any other provision of this Agreement, AT&T reserves the right to (1) refuse to activate Premium Services or require a non-refundable fee or refundable deposit from an End User if such End User fails to meet AT&T's credit requirements, or (2) suspend or terminate Bulk Services to a specific End User in the event that an End User fails or has failed to pay AT&T or any of its Affiliates any charges for any services, but AT&T shall re-establish Bulk Service upon End User request, subject to the other terms in this Agreement that would otherwise have caused the Services to be suspended or terminated, as follows: If the End User contacts AT&T within the suspension period (the suspension period shall be the same period of time that is applicable to retail customers) and pays any outstanding amounts to AT&T, AT&T will reconnect Bulk Services within a one day time frame. Otherwise, after the suspension period, End User may contact AT&T to pay outstanding balance and reconnect Bulk Services but will be subject to the standard retail installation intervals in place for similarly situated retail customers but if End User does not pay outstanding balance Association may contact AT&T to reconnect Bulk Services, subject to the requirements and/or restrictions of Florida law.

8. Obligations of Association.

8.1 Grant of Easement. If a Property contains roads and utility easements and/or rights of way that are private, and if AT&T requires dedication of a designated parcel of land that is part of the Property (the "Parcel"), for the placement of its equipment, Association agrees that it shall grant to AT&T a mutually agreeable recordable non-exclusive easement to allow AT&T to construct, install, remove, repair and maintain its facilities and equipment for the delivery of services to Residents. In the event Association conveys portions of a Property to a third party (e.g., Builder), Association will take all necessary actions to ensure the continuation of the aforementioned easements, through reservation of easement rights for itself and for AT&T and its successor, through related land sale contracts, or other binding means. Association agrees that AT&T may from time to time enter into various agreements or arrangements with its Affiliates, approved assignees, designated agents, or authorized vendors or operational providers, and this easement will extend to such parties, but only to the extent such parties use the easement for the provision of AT&T services. Association shall indemnify AT&T and its Affiliates and their directors, shareholders, officers, employees, agents, and contractors for any claims, liabilities, costs, and expenses (including costs and attorney's fees) incurred by or asserted against any of them relating to any pre-existing rights that conflict with the easements and rights granted to AT&T pursuant to this Agreement.

8.2 Non-Interference With Equipment. Except as authorized by AT&T, Association may not attach any device to, or disturb or use any Equipment. Association will use commercially reasonable efforts to prevent persons that are not authorized by AT&T from attaching any device to, disturbing, or using any Equipment on the Property owned and controlled by Association. Association will promptly notify AT&T of any known or suspected occurrence of the foregoing.

8.3 Changes to the Property. If Association makes changes to the Property which requires AT&T to relocate any Equipment, then Association will reimburse AT&T for its reasonable relocation costs within thirty (30) days of receipt of invoices from AT&T. If the Association is required to make changes to the Property by a governmental entity having jurisdiction over the Property, and such change also requires that any Equipment be relocated, Association shall provide AT&T at least 90 days (or as soon as is reasonably practical under the circumstances)

advance written notice of the need to make such relocation, and AT&T shall timely relocate all such Equipment at AT&T's sole cost and expense

8.4 No Liens. Association will not cause or permit any lien or other encumbrance to attach to any Equipment due to any actions or omissions of Association or Association's agents or contractors.

8.5 Access. Association will provide to AT&T any equipment or information (e.g., keys, codes, access cards, etc.) needed to gain access to the Property owned and controlled by Association. Subject to the limitations set forth herein, Association will provide employees, agents, and contractors of AT&T and its Affiliates reasonable access, at no charge, to the Property to perform any and all work required of AT&T or its Affiliates. AT&T will have the right to use, at no additional charge, and Association agrees to assist (at no additional out of pocket costs to the Association) AT&T in locating, accessing, and interconnecting with, to the extent Association owns, controls or has access rights thereto, any distribution and inside wiring or cabling equipment room(s) and any already existing and available facilities, cross-connect boxes and/or distribution frames, any riser and conduit space and any rights of way, within and into the Property that Association controls, as necessary for delivery of the Video Services. Unless otherwise required by law or as limited herein, these rights shall survive the Agreement for as long as a resident of the Association is desirous of receiving services from AT&T. In the event Association transfers ownership or control of any common areas of the Property to a third party, Association shall ensure, through deed provisions, reservations, declarations and covenants, and any such other provisions in any other legal, contractual or other documents that may be required, that any such successors of Association will also provide the employees, agents, and contractors of AT&T and the Affiliates the rights described in this Section.

8.6 Marketing List. To the extent not prohibited by law, Association will provide AT&T with a list of residents' names, phone numbers, and addresses, except for residents who have requested that Association not provide such information to other parties, and the list will be utilized only for the purpose of marketing the services of AT&T and its Affiliates. Notwithstanding the foregoing, however, AT&T, and its employees and agents, shall at all times comply with all applicable laws, rules and regulations regarding the handling of customer information, in compliance with applicable FCC and other regulations and requirements. Notwithstanding anything in this Agreement to the contrary, the Association shall not be responsible for inaccurate or incomplete resident information provided to AT&T.

8.7 No Additional Charges. Association shall not market or bill charges for the Bulk Services to residents at rates higher than those charged to Association by AT&T, but Association charges may include the reasonable costs of administering, billing and collecting such charges.

8.8 Distribution. Neither the Association, nor any employee or agent under Association's control will tap or otherwise interfere with the Equipment, Facilities or Bulk Services for any purpose. AT&T shall not interfere with the right of an individual Resident to install or use his own private reception device located in Resident's unit for the reception of locally broadcast television signals. AT&T will not penalize or hold the Association liable should a Resident be able to receive video programming services without Association providing the Resident with such ability.

8.9 Amendment. Association agrees that it will not amend the Declaration or consent to any proposed amendment to the Declaration if such amendment would frustrate the mutual intent and obligations of the Parties under this Agreement or materially and adversely affect AT&T's rights under this Agreement.

8.10 AT&T reserves the right to utilize a third party vendor or provider to provide any of the Video Services or to perform any of its obligations, in whole or in part, contemplated by this Agreement, provided that such use shall not relieve AT&T from any obligation under this Agreement.

9. Representations and Warranties.

9.1 Association represents and warrants that:

- (a) Association has all necessary permissions and corporate or other legal authority to enter into and perform this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Association in accordance with its terms;
- (b) Association is a duly organized corporation and in good standing in the State of Florida;
- (c) No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights conflicts with Association's obligations under this Agreement, and Association's entry into and performance of this Agreement will not cause any default under any of the foregoing. Association will not, during the Term of this Agreement, enter into any other agreement that would interfere with or frustrate the mutual intent and obligations of the Parties, as set forth herein;
- (d) AT&T will have peaceful and quiet possession of the Equipment on any Property owned and controlled by Association.
- (e) Association is or will be the record owner and/or control the common areas of the Property.
- (f) Signatory is a duly authorized representative of the Association with authority to bind the Association under

this Agreement.

9.2 AT&T represents and warrants that:

- (a) AT&T has or will acquire all necessary permissions and corporate or other legal authority to enter into and perform this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against AT&T in accordance with its terms;
- (b) AT&T is a duly organized limited liability company and in good standing in the State of Georgia; and
- (c) Signatory is a duly authorized representative of AT&T with authority to bind AT&T under this Agreement.

10. Recording. Neither Party may record any complete copy of this Agreement in any official governmental public record.

11. Assignment.

11.1 Assignment by AT&T. AT&T may not assign this Agreement to any third party without the prior written consent of Association, which consent shall not be unreasonably withheld; provided, however, that AT&T shall not be required to seek such consent if an assignment is (i) in connection with the sale of all or substantially all of its assets; (ii) to the surviving entity in any merger or consolidation involving all or substantially all of the assets of AT&T, as applicable; (iii) to an Affiliate, a majority of the ownership interests of which are vested in AT&T or its parent entity; or (iv) to satisfy a regulatory requirement imposed by a governmental body with appropriate authority.

11.2 Assignment by Association. Association may not assign or transfer any of its rights, duties or obligations with respect to this Agreement without the prior written consent of AT&T, which consent shall not be unreasonably withheld, denied or delayed. Specifically, among other reasons, consent may be withheld if the proposed assignee does not pass AT&T's credit qualifications or post a required security deposit.

11.3 Other Attempts Void. Any attempt to assign this Agreement or any rights hereunder except in accordance with this Section will be void. This Agreement shall remain in full force and effect as between AT&T (or its assignee) and Association (or its successor) for the Term of the Agreement.

12. Termination.

12.1 AT&T may, in addition to any other remedies available at law or equity (but subject to the limitations of liability set forth in this Agreement) at its sole discretion, terminate this Agreement, if (i) Association fails to pay any amount within ten (10) days after written notice that the same is delinquent; or (ii) Association breaches any of the material terms, conditions, obligations, or representations contained in this Agreement (other than payment) and does not cure such breach within thirty (30) days of written notice of such breach; or (iii) Association becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due. AT&T may, in its sole discretion, immediately terminate a particular End User's access to and use of (i) Video Services if such End User violates a provision of the Video Terms of Service; or (ii) Bulk Services if the End User's or Association's equipment or use of the Bulk Services interferes with AT&T provided services to another end user. Should any device or any facility belonging to the Association or End User not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, AT&T reserves the right to discontinue Bulk Services only to such End User or complimentary account provided to the Association, as the case may be, until such non-conformance is cured by the Association or End User as the case may be. In addition, if AT&T reasonably determines that the continued provision of Bulk Services pursuant to this Agreement has become infeasible for any technical (not to include economic reasons), legal or regulatory reason, AT&T may terminate this Agreement with at least sixty (60) days prior notice if reasonably practical, and in such event Association shall not be obligated to refund any advance payment or compensation provided to Association by AT&T hereunder.

12.2 Association may in addition to any other remedies available at law or equity (but subject to the limitations of liability set forth in this Agreement and any credits that may be payable for downtime) terminate this Agreement, if (i) AT&T breaches any of the material terms, conditions, obligations, or representations contained in this Agreement and does not cure such breach within thirty (30) days of written notice of such breach; or (ii) AT&T becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due.

12.3 Upon the expiration or termination of this Agreement, AT&T shall continue to have the right to market and provide its products and offerings directly to Residential Dwelling Units and Individual Unit Owners.

13. Dispute Resolution - Independent Arbitration.

13.1 In the event of any dispute, claim or controversy where a Party is asserting monetary damages arising out of or related to this Agreement or breach thereof, the Parties shall use their commercially reasonable efforts to settle such disputes, claims or controversies by consulting and negotiating with each other in good faith and attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a resolution within thirty (30) days, the dispute, claim or controversy where a Party is asserting monetary damages shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) for expedited arbitrations, unless modified herein. The arbitration shall be held before a single arbitrator to be mutually agreed to by the Parties and if the Parties cannot agree, the arbitrator will be selected in accordance with said rules. The arbitration will be held in Broward County, Florida. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13.2 Either Party may, without inconsistency with this Agreement, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that Party pending the arbitration tribunal's determination of the controversy. Neither Party nor the arbitrator may disclose the existence, content, or results of the arbitration without prior written consent of both Parties. The Parties are permitted discovery in accordance with the Florida Rules of Civil Procedure, with each Party having, in addition to the rights under said rules, the right to make requests to the arbitrator as to the number of Request for Production and depositions given the dispute. The arbitration award shall be in writing and shall specify the legal and factual basis for the award. The Parties shall have the appeal rights under applicable arbitration statutes. Except as provided herein, each Party shall bear its own costs, attorney's fees and disbursements, regardless of which Party prevails. Notwithstanding the foregoing, if a party, pursuant to the Notices section hereof, makes a written offer of settlement of a dispute for which a request for arbitration has been made to the AAA pursuant to this Section, which settlement offer expressly refers to this Section 13, includes a description of the claim to be settled, the amount of the settlement and any other relevant conditions (the "Offer"), attorney's fees and all reasonable costs of arbitration may be awarded as follows: If the defendant made the Offer and the complainant rejected the Offer, the defendant shall be entitled to recover reasonable attorney's fees and all reasonable costs of arbitration incurred by the defendant from the date of the rejection of the Offer through the date of the issuance of the arbitration award if the final arbitration award is one of no liability or is less than eighty-five percent (85%) of such Offer. If the complainant made the Offer and the defendant rejected the Offer, the complainant shall be entitled to recover reasonable attorney's fees and all reasonable costs of arbitration incurred by the complainant from the date of the rejection of the Offer through the date of the issuance of the arbitration award if the final arbitration award is greater than one hundred and fifteen percent (115%) of such Offer. An Offer must remain open for a period of thirty (30) days. A counter-offer shall be deemed a rejection although it may constitute an Offer if it complies with the requirements for Offers under this Section 13. An Offer that is neither withdrawn nor accepted in writing within the thirty (30) days shall be deemed rejected.

13.3 Disputes that meet the small claims court requirements in the state in which the Bulk Services are provided may be resolved in small claims court. The Parties agree that this Section 13 shall not apply to debt collection matters, disputes relating to Intellectual Property, and that Title 15 Chapter 48 of the Code of Laws of South Carolina shall not apply to this Agreement or to any arbitration or award hereunder.

13.4 Disputes under this Agreement may not be (a) resolved on a class-wide basis, (b) joined with another lawsuit, or (c) joined in an arbitration with a dispute of any other entity. The arbitrator may not award, and the Parties waive any claims for awards for, punitive damages or attorney fees or any damages that are barred by this Agreement, unless such damages are expressly authorized by a relevant statute.

13.5 Nothing in this Agreement shall be construed to limit either Party's right to obtain equitable or injunctive relief in a court of competent jurisdiction for non-monetary based disputes and in appropriate circumstances.

14. Limitation and Disclaimer of Liability. **14.1** AT&T shall not be responsible for any use of Services by End User, or End User's authorized users or any third party. Without limiting the generality of the foregoing, except for third party indemnification obligations under this Agreement, neither party hereto shall be liable to the other for any lost profits or other consequential damages, even if such party has been advised of the possibility of such damages. By entering into this Agreement, neither party is undertaking any liability to any End User for any lost profits or other consequential damages, even if such party has been advised of the possibility of such. AT&T shall not be liable to the Association for any claim or other action against Association by any third party (except as set forth in the section below on infringement) relating in any way to an End User's use of Services; any act or omission of any other entity furnishing (excluding AT&T or its subcontractor authorized to furnish such products and services in connection with the Services) products and services that are used by End User in connection with Services or for failure of any equipment provided by an End User in connection with Services; or any damages or losses caused by the fault or negligence of Association or an End User's failure to perform his responsibilities. By entering into this Agreement AT&T is not undertaking any liability for any claim or

action by a third party relating to an End Users use of the Services, the failure of any equipment provided by an End User in connection with the Services, any failure or losses caused by the negligence of an End User or End User's failure to perform their responsibilities.

14.2 NEITHER PARTY NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE INDIRECT OR SPECIAL DAMAGES SUFFERED BY THE OTHER OR ANY OTHER PARTY, NOR SHALL EITHER PARTY HAVE ANY LIABILITY FOR LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF ANY DATA OR INFORMATION, OR TOLL FRAUD SUFFERED BY AN END USER, AS A RESULT OF THIS AGREEMENT OR EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS AT&T SHALL NOT HAVE ANY LIABILITY FOR LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF ANY DATA OR INFORMATION, OR TOLL FRAUD SUFFERED BY ASSOCIATION AS A RESULT OF THIS AGREEMENT OR EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ASSOCIATION EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH OR AS PART OF THE SERVICES. ASSOCIATION AGREES THAT ASSOCIATION WILL NOT IN ANY WAY HOLD AT&T RESPONSIBLE FOR ANY OF THE PROGRAMMING AND/OR CONTENT PROVIDED BY THIRD PARTIES THAT IS OR BECOMES A PART OF THE UNDERLYING VIDEO SERVICES DELIVERED BY AT&T HEREUNDER. FURTHER ASSOCIATION AGREES THAT IT WILL NOT HOLD AT&T RESPONSIBLE FOR SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF ANY, THIRD PARTY PROVIDING PROGRAMMING AND /OR CONTENT THAT IS OR BECOMES PART OF THE UNDERLYING VIDEO SERVICES DELIVERED BY AT&T HEREUNDER.

14.3 In the event that a court should hold that the limitations of liabilities set forth in 14.1, 14.2 or 15 are unenforceable for any reason, Association expressly agrees that under no circumstances shall AT&T's total liability to Association or any party claiming by, through or under Association for any cause whatsoever, and regardless of the form of action, in the aggregate, exceed the amount of charges paid by Association for Bulk Services during the twelve-month period preceding the date such claim first arose.

15. Limitation and Disclaimer of Warranties. NEITHER AT&T NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

16. Remedies of Association. Association's sole remedy for any failure or non-performance of Bulk Video Service (including any associated Equipment, Software or other materials supplied in connection with Bulk Video Service) shall be (i) for AT&T to use commercially reasonable efforts to effectuate an adjustment or repair of Bulk Video Services and to receive a pro-rata refund or credit as set forth in **Section 4 of Exhibit C**, or (ii) if such failure or non-performance results in downtime or degradation so substantial as to render Bulk Video Service essentially unavailable to or unusable by an End User for normal use, to request termination of Bulk Video Service, as applicable, to the Association (and in such event Association shall not be obligated to refund any advance payment or compensation provided to Association by AT&T hereunder) or such End User. The maximum credit for service downtime associated with a particular End User shall not exceed the total monthly bill to Association for such End User's Bulk Service for the month in which such downtime or failure occurs.

17. Indemnification.

17.1 To the extent Bulk Video Services infringe any United States patent, trademark, copyright, or trade secret and a written claim is made or suit is brought by any third party against Association on that account, AT&T agrees to indemnify, hold harmless and defend or settle any such claim or suit at AT&T's expense. AT&T will also pay all damages and costs that by final judgment are assessed against Association attributable to such infringement.

17.2 (a) Association shall notify AT&T promptly in writing of any claim or suit of which Association is aware. AT&T shall have sole control of the defense or settlement of any claim or suit and that Association shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without AT&T's prior written approval. (c) Association shall cooperate with AT&T in all reasonable ways to facilitate the investigation, settlement or defense of any claim or suit. (d) Notwithstanding anything in 17.1, AT&T shall have no obligation to indemnify, defend or hold harmless the Association if the claim or suit arises from an End User's modifications, or from combinations of Bulk Service with equipment, software or services provided by Association or the End User or others.

17.3 If Bulk Video Services becomes, or in AT&T's opinion, is likely to become the subject of a claim of infringement, or a final injunction is obtained against Association or an End User prohibiting usage of Bulk Video Services by reason of such infringement, AT&T will, at its option: (a) procure for Association and End User the right to continue using Bulk Video Services as applicable (b) replace Bulk Video Services as applicable with a non-infringing service substantially complying with the specifications of the applicable Bulk Video Services; or (c) modify the Bulk Video Services so it becomes non-infringing and performs in a substantially similar manner to the original Bulk Video Services.

17.4 If options 17.3(a), (b) or (c) above are not reasonably available to AT&T, then AT&T may direct the End Users to cease use of Video Services and return any amounts prepaid by Association for the applicable Bulk Video Service beyond the date such use ceases.

17.5 The foregoing states the entire obligation of AT&T, and the exclusive remedy of Association, with respect to infringement of proprietary rights. The foregoing is given to Association solely for its benefit and is in lieu of, at AT&T disclaims, all warranties of non-infringement with respect to the Video Services.

17.6 If promptly notified in writing of any action brought against AT&T, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with Bulk Video Services, of equipment, software or information not provided by AT&T, or otherwise relating to or arising out of an End User's use of Bulk Video Services, then (a) AT&T may, at its option, terminate the End User's use of the Bulk Video Services, and, (b) Association will defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in that action or a settlement resulting from it provided that (i) AT&T shall permit Association to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without Association's prior written approval and (ii) AT&T shall cooperate with Association in all reasonable ways to facilitate the settlement or defense of any claim or suit.

17.7 Notwithstanding anything set forth in this Agreement to the contrary, and in addition to Indemnification with respect to infringement claims set forth in Sections 17.1 through 17.6 above, the parties agree to the following indemnification provisions:

(a) Each party agrees to indemnify, defend, and hold harmless the other party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees, and with respect to Association, its property management company) from and against any and all liability, loss, damage, claim or expense, which may at any time be suffered or incurred by or asserted against the other party directly or indirectly or in connection with: (i) any claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the negligent act or omission, or intentional misconduct of the indemnifying party (including any of its agents or non-employees); and (ii) with respect to AT&T, claims made by End Users against Association resulting from AT&T's provision of Services to residents, provided, however, claims by End Users relating to the Association's entry into this Agreement with AT&T or the terms of this Agreement are specifically excluded from AT&T's indemnification obligations set forth in this section.

(b) In the event that a claim arises under this Section 17.7, the indemnified party agrees to provide the indemnifying party with prompt notice of any claim, and the parties will inform one another of any subsequent written communication regarding the claim and will reasonably cooperate with one another in defense of the claim.

18. Force Majeure. Neither Party will be liable for any delay or failure in delivery or performance of any of its obligations hereunder (except with regard to payment obligations) due to acts or omissions of any network or any other occurrence commonly known as force majeure, including war, riots, embargoes, accidents, acts of God, acts of terrorism, strikes or other concerted acts of workers, changes in law or government regulation, or any other event beyond its reasonable control ("Force Majeure"). AT&T may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event AT&T shall have no liability to Association. If, as a result of the Force Majeure, the Equipment shall be destroyed, damaged or becomes inoperable such that AT&T cannot deliver the Bulk Services during the term of this Agreement, then AT&T shall use

commercially reasonable efforts to commence the repair of the Equipment within one hundred and twenty (120) days after the date that the Force Majeure ceases and except for delays caused by the Association or End User, in the event such repairs have not been completed within one hundred eighty (180) days of the Force Majeure ceasing, either Party can terminate this Agreement without liability to either Party and Association shall not have an obligation to refund any Advance Commission paid by AT&T to the Association under this Agreement. .

19. Advertising and Publicity.

19.1 Use of Marks. Each Party hereto recognizes and acknowledges the existence and validity of the other Party's and its Affiliates' intellectual property rights in its respective names, logos, trademarks, service marks, copyrights and/or other intellectual property ("Marks"). The Parties shall acquire no interest in the Marks of the other Party or the Party's Affiliates. Any request to use the other Party's Marks for the limited purposes stated in this Agreement other than by virtue of materials supplied by the Party owning such Marks shall be in accordance with the provisions set forth in an Affixation amendment to this Agreement or through a separate Trademark License Agreement duly executed between the owning Parties.

19.2 Sales, Advertising and Marketing. Association will use only materials supplied by AT&T (the "AT&T Materials") in promoting the Services described herein. The AT&T Materials will bear the Marks licensed exclusively by AT&T Intellectual Property ("ATTIP") and are provided solely in conjunction with the terms of this Agreement. Association is not authorized otherwise to use the Marks, in any form. Any use of the Marks that is not authorized by ATTIP is strictly prohibited. AT&T shall own all right, title and interest in the AT&T Materials. Upon termination or expiration of this Agreement, Association shall return to AT&T, or destroy, at the discretion of AT&T, any AT&T Materials in the possession of Association and shall cease using any portion of the AT&T Materials.

19.3 Publicity. Press releases, advertisements and other publicity statements, in any medium ("Publicity") that use, mention or imply Marks of AT&T are not permitted. Use or reproduction by Association for Publicity purposes of any testimonial quotations, thank you letters, reference letters or any other communications in any form or medium from AT&T, or its employees and/or agents is not permitted. Exceptions to the policies outlined above must be requested in writing solely from ATTIP, which may grant or refuse such requests in its sole discretion. Association agrees to submit to ATTIP in writing all such requests and materials relating to this Agreement. Association further agrees not to publish or use such Publicity materials without ATTIP's prior written consent.

19.4 Grant. Nothing in the Agreement will be construed as an assignment or grant of any license or other right, title or interest, either express or implied, with respect to any copyrighted material, logo, trademark, trade name, Marks, or any other intellectual property now or hereafter owned by any Party, or its Affiliates.

20. Injunctive Relief. All Parties shall be entitled to seek expedited relief in a court of competent jurisdiction in Broward County Florida if necessary to enforce its rights under this Agreement by injunctive relief, without limiting any other rights or remedies it may have and subject to the dispute resolution provisions of Section 13 as to the ultimate disposition of any such dispute, provided, however if the dispute is solely for non-monetary injunctive relief, the attorneys fees shall be addressed as set forth in the following sentence. In seeking solely injunctive relief, a prevailing party shall be entitled to collect reasonable attorneys' fees in an amount not to exceed Ten Thousand Dollars (\$10,000.00), such amount shall be cumulative to claims occurring during the Term of this Agreement and not apply on a per claim basis. .

21. Confidential Information.

21.1 Except as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services, and (c) this Agreement, all associated contract documentation and correspondence, and the Parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Neither Party will in any way transfer to any third party nor use in direct or indirect competition with the other Party any Confidential Information disclosed by the other Party. Each Party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient Party without the prior written consent of the disclosing Party; provided, however, that each Party may disclose this Agreement and any disclosing Party's Confidential Information to those who are employed or engaged by the recipient Party, its agents or those of its Affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient Party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

21.2 The obligations set forth in subsection 21.1 above will not prevent any Party from disclosing information that belongs to such Party or (a) is already known by the recipient Party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing Party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the disclosing Party with timely prior written notice of such requirement and coordinates with the disclosing Party in an effort to limit the nature and scope of such required disclosure. Notwithstanding anything in this Agreement to the contrary, the Association shall be permitted to include a copy of this Agreement, and any related document and/or exhibit, in the Association's official records as required under Florida law. Upon written request at the expiration or termination of this Agreement, all documented Confidential Information (and all copies thereof) owned by the requesting Party (if previously received by the terminating Party) will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law. The Parties agree that monetary damages for breach of this Section 21 are not adequate and that either Party will be entitled to injunctive relief with respect to such breach.

22. Miscellaneous.

22.1 Governing Law/Venue. This Agreement is governed by and construed under the laws of Florida without regard to its principles of conflicts of law.

22.2 Notices. In order for any notice given under this Agreement to be effective, the notice must be in writing and sent to the address(es) below (i) by nationally-recognized overnight service; or (ii) by first class registered or certified mail, return receipt requested.

AT&T:

AT&T Connected Communities
Attn: Contract Management
2180 Lake Blvd. 11A29
Atlanta, GA 30319

ASSOCIATION Legal Notice Address:

With Bulk Bills sent to: Same address

Lauderdale West Community Association No. 1, Inc.
Attn: Joanne Hill
1141 NW 85th Avenue
Plantation, FL 33322
954-473-2595

With a copy to:

Frank, Weinberg & Black, PL
Attn: Steven Weinberg, Esq.
7805 SW 6th Court
Plantation, FL 33322

Any notice sent in accordance with this Section will be deemed to have been received (i) one (1) business day after mailing, if sent by overnight service; or (ii) five (5) business days after any other form of delivery. A Party may change its address for notices by sending written notice to the other Party.

22.3 Entire Agreement. This Agreement and Exhibits A through E, incorporated herein by reference, constitute one and the same legally binding instrument and the entire agreement between Association and AT&T as to the matters provided for herein, and it supersedes all prior oral or written agreements between the Parties with respect to the matters provided for herein.

22.4 Modifications. No modifications to these terms, including handwritten modifications, are permitted or will be made without a duly executed written amendment between the Parties.

22.5 Waivers. No waiver of any provision of this Agreement will be effective unless executed in writing by the Party granting the waiver. If a Party fails to enforce any right under this Agreement, such failure will not be a waiver of such right. If a Party waives a breach by the other Party, such waiver is not a waiver of any other breach or any subsequent breach of the same provision.

22.6 Headings. The headings of this document are for convenience only, and are not for interpretation of this Agreement.

22.7 Severability. If a court of competent jurisdiction holds that any provision, or part hereof, of this Agreement is illegal, invalid or unenforceable, this Agreement and all other provisions will remain in effect, unless the illegal, invalid or unenforceable provision goes to the essence of this Agreement. The Parties will act in good faith in renegotiating such illegal, invalid or unenforceable provision to as closely reflect the original intent of the Parties as possible without changing the essence of this Agreement.

22.8 Compliance with Laws. The Parties shall each comply at their own expense with all applicable federal, state and local laws, rules and regulations in the performance of their obligations hereunder ("Laws") and the performance of each shall be contingent on obtaining all necessary legal and government approvals relating to such performance.

22.9 Regulatory Mandates. In the event this Agreement for any reason becomes the subject of a regulatory proceeding, Association will cooperate with AT&T in such proceeding. If such cooperation requires an out of pocket expenditure to the Association of more than One Hundred Dollars (\$100.00), Association will inform AT&T of such reasonable amount and AT&T will respond in writing as to whether it will pay such excess expenditure, provided the failure to respond by AT&T shall not be construed to be or represent that AT&T will pay such amount and AT&T shall not have such obligation to pay such reasonable expense unless the parties execute a separate written agreement addressing the cooperation and reimbursement. The Parties shall negotiate in good faith to modify this Agreement to the extent AT&T deems it necessary to ensure compliance with any rule, regulation, order or other requirement of a regulatory body or other governmental agency. If after such negotiations the parties are unable to agree on such adjustments, AT&T shall have the option to terminate this Agreement without further liability upon ninety (90) days written notice to the Association. In the event of such termination, Association shall have no obligation to repay any Advance Commissions paid under this Agreement.

22.10 Insurance. Association will maintain, as a minimum, at all times during the Term, the following insurance coverage and any other additional insurance and/or bonds required by law: Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury or death and property damage liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies). Upon AT&T request, Association agrees to furnish certificates or other acceptable proof of the

foregoing insurance. AT&T shall maintain at least equivalent insurance requirements as stated above. Upon request, AT&T will furnish proof of insurance.

22.11 Eminent Domain. If all or a part of the Property controlled by the Association shall be taken in any proceeding by a public authority, by condemnation or otherwise, or shall be acquired for a public or quasi-public purpose, which shall cause the remaining portion of the Property to be inadequate or unsuitable for use by AT&T, in its usual business, AT&T shall have the option to terminate this Agreement effective on the date possession of the Property is surrendered. In such event, the Parties hereby waive any claim against each other for the remaining portion of the Agreement.

22.12 Binding Nature. This Agreement is binding upon and inures to the benefit of the permitted transferees, successors, and assigns of the Parties, and the rights, obligations, terms and conditions of this Agreement are to be construed as covenants running with the land.

22.13 Survival. Any respective obligations of the Parties hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

22.14 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a joint venture, partnership, or any agency or fiduciary relationship between the Parties. Neither Party has the power to create any obligation on behalf of the other.

22.15 Counterparts; Signatures. The Parties may execute this Agreement in multiple identical counterparts, each of which constitutes one and the same Agreement.

22.16 Drafting. The Parties are deemed to have participated in the drafting and negotiation of this Agreement after consulting with their respective counsel of their own choosing. Therefore, this Agreement shall not be presumptively construed either in favor of, or against, any Party.

22.17 Termination Fee. Notwithstanding anything to the contrary in this Agreement, should AT&T terminate this Agreement due to default by Association, Association shall pay a termination fee equal to the Bulk Monthly Fee multiplied by 1359 units multiplied by the number of months remaining in the Term of this Agreement multiplied by twenty five (25%) percent.

23. The voice and internet services shall be those available at the Property by AT&T to residents ("Residents") of the Property as determined by AT&T, and those available voice and internet services shall be available to Residents as of the BBSD. The voice and internet services will be provided pursuant to terms and conditions set forth between AT&T and each Resident and such services shall not be governed by any provision of this Agreement (except for availability of those services), nor shall any issue related to the voice and internet services constitute a breach of this Agreement by AT&T (except for availability of those services). AT&T may price the voice and internet services and offer them in such combinations and with such other products and services as AT&T may determine and AT&T may add or change service features, components, pricing, terms and conditions, means of delivery, etc., at any time. Subject to the applicable laws, AT&T may deny service to any Resident, require deposits, or modify its credit terms as it deems appropriate or in accordance with applicable regulatory commission rules and regulations of the state in which the service is to be provided. Nothing in this Agreement shall preclude, nor shall Owner restrict, in any way, AT&T from providing direct, service-related communications with Residents and delivery of telephone directories and related products. Association further understands that the ability to provide voice and internet services is also subject to the use of Association's and Resident's wiring and access to the Property and Residential Dwelling Units.

NOW, THEREFORE, the Parties, being fully apprised of all the contents and obligations contained in this Agreement, and intending to be fully bound thereby, hereby execute this Agreement, through their respective representatives, who are duly authorized to legally bind each Party.

SO AGREED:

BellSouth Telecommunications, LLC

By: Timothy R. Weaver
Title: Sr. Customer Contract Manager
Date: 10-15-12

Lauderdale West Community Association No. 1, Inc.

By: [Signature]
Title: PRESIDENT
Date: 10-12-12

EXHIBIT B

Notwithstanding the service descriptions below, AT&T may modify the Bulk Services at any time during the Term of this Agreement to conform to the equivalent service available to similarly situated AT&T residential customers in the same geographic area. AT&T shall notify End Users of such changes in the same manner as it provides such notice to its residential subscribers.

BULK VIDEO SERVICE

AT&T will provide Bulk Video Service to two (2) End User provided television(s) via an AT&T provided Residential Gateway and two (2) set top box(es) per Residential Dwelling Unit. One (1) set top box will consist of an AT&T U-verse DVR with total home capability which will provide digital video recording services and the other will consist of One (1) standard digital HD ready set top box that has access to the recordings on the DVR set top box that has total home functionality. Bulk Video Service shall include U-verse® U-200 service, with a minimum of approximately two hundred and sixty (260) channels to be provided to each End User; provided, however, that the channel line-up may vary during the Term.

The individual services and total channels included in AT&T's Video Services will vary by market, depending on the specific DMA (Designated Market Area) in which the property is located, AT&T's ability to secure related content rights for the individual services, and the actual commercial availability date of the features still in development. Referenced service components listed in this document reflect current plans. These plans are subject to change based on various business factors.

Community Channel

During the term of this Agreement, AT&T shall incorporate content provided by the Association from up to three (3) convenience camera video streams and one (1) information video stream onto two U-verse video channels ("Community Channel"). AT&T shall have the authority to determine the location and format of Community Channel within the channel lineup, as necessary. The installation and maintenance of equipment and/or software required to create, encode, and stream content are the responsibility of the Association. Association is also responsible for obtaining, maintaining and repairing all cameras, computers, encoders, and other similar equipment, all data connections, and all distribution cable necessary to connect any cameras or other content sources to the necessary conversion sources. The content will be streamed to AT&T in a format suitable for AT&T's processing and distribution over a separately purchased AT&T non-switched transport facility with a minimum capacity of 1.5 MBs. AT&T will provide content format requirements and specifications, along with a list of certified equipment. No specific guarantee of service quality is provided for Community Channels. AT&T will notify Association in advance of any scheduled interruptions of the Community Channel capability, such as for maintenance or upgrades.

Association shall be responsible for the character generators, content, and content management and any other content related functions. The content provided by the Association must be lawful and compliant with all standards applicable to appropriate broadcast material and shall be used solely for general distribution of information. Association shall be solely responsible for the content of such Community Channel and shall indemnify AT&T for any claims arising from such content and from Association's installation, maintenance and operation of any Association-owned equipment (including any Association-owned cables, wiring and conduit connectors) used in connection with the Community Channel. Association warrants and represents that the content of the Community Channel shall not contain obscenity, indecency or nudity and shall not describe or depict sexual or excretory activities or organs in a patently offensive manner and shall not contain material soliciting or promoting unlawful conduct. Association agrees not to accept or display advertising on the Community Channel for video services which compete with the Services provided by AT&T hereunder. AT&T reserves the right to terminate Association's use of the Community Channel should Association transmit programming on such Channel in violation of this Section. The Community Channel specifically will not be used for security purposes. Association acknowledges the Community Channel does not support security monitoring and releases AT&T from all liability and agrees to indemnify, defend, and hold harmless if the Community is used for security monitoring purposes.

EXHIBIT C

PAYMENT TERMS FOR BULK SERVICE

1. Bulk Monthly Fee. The Bulk Monthly Fee is **\$33.95** per Residential Dwelling Unit excluding applicable taxes and applicable fees, and is subject to increase as provided herein.

2. Bulk Billing Implementation. AT&T will invoice Association each month for all Bulk Services provided pursuant to this Agreement (the "Bulk Bill") and the first Bulk Bill will be issued in the month following the month in which the BBSD occurs (see Sec 1.2). Prior to the BBSD, Retail Services will be provided and billed directly to the subscribing Residents at AT&T standard retail rates (see Sec 1.15).

Subject to other provisions of this Agreement, the Bulk Bill shall equal the Bulk Monthly Fee times the number of Residential Dwelling Units for which the Bulk Monthly Fee applies; plus any and all governmental fees, sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency (other than taxes levied on AT&T's net income) and expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction, in connection with Bulk Service.

The Bulk Monthly Fee will be waived until the later of: (i) April 20, 2013, or (ii) the Full Bulk Billing Date AT&T will provide via email at least 10 days advance notice of the date that Bulk Services become initially available to all Residential Dwelling Units. Beginning on the Full Bulk Billing Date and continuing for the Term, the Bulk Monthly Fee will apply to all Residential Dwelling Units at the Property subject to other provisions of this Agreement. The first Bulk Bill that includes a specific Residential Dwelling Unit will also include charges prorated from the date the Bulk Service was activated or the Full Bulk Billing Date, whichever is applicable, until the date of that Bulk Bill.

3. Payment Terms. Association will pay the Bulk Bill on or before the 30th day after the date of the Bulk Bill ("Due Date") Association will pay a \$35 charge for any check returned for non-sufficient funds. Association will reimburse AT&T for all costs, including attorney fees, incurred in any attempt to collect any balance unpaid thirty (30) days after its due date. If full payment is not received within thirty (30) days after the Due Date, in addition to any rights it may have, AT&T may send notice to Association that it will terminate, or suspend, at AT&T's election, the provision of the Bulk Services, if payment is not received within ten (10) days of the date of such written notice. Association shall defend, indemnify and hold AT&T harmless from any and all End Users claims or causes of action of any nature arising from termination or suspension of Bulk Service for such non payment. Payments received by AT&T after the Due Date will bear interest at an annual rate equal to the lesser of (i) 18% or (ii) the maximum permitted by applicable law.

4. Credit for Service Failure. If AT&T fails to deliver all Bulk Service, as required hereunder, for a period of more than 24 consecutive hours, then AT&T will provide a credit representing a pro-rated amount of the monthly recurring charges for each affected Residential Dwelling Unit to Association's account for that month for each full day of service outage, upon written request of Association. The maximum credit for service downtime associated with a particular End User in each month shall not exceed the total monthly bill to Association for such End User's Bulk Service, for the month in which such downtime or failure occurs.

5. Bulk Price Escalation. After the first anniversary of the BBSD, AT&T may increase the Bulk Monthly Fee by an amount equal to no more than four percent (4%) annually, provided that the resulting Bulk Monthly Fee may not exceed the retail price for AT&T services that are functionally equivalent to the Bulk Services. AT&T will use commercially reasonable efforts to provide Association sixty (60) days advance written or email notice of such change to the Bulk Monthly Fee and such increase shall apply from the date set forth in the notice. However, failure to make such notice does not exempt AT&T from instituting the increase no earlier than 1 year after the previous increase became effective. Notwithstanding the foregoing, and in addition to the Bulk Monthly Fees, AT&T will include in its Bulk Bill, charges for any and all fees, sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency (other than taxes levied on AT&T's net income) or for expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction in connection with Bulk Service.

EXHIBIT D
INTENTIONALLY OMITTED

EXHIBIT "E"

MARKETING OBLIGATIONS

ASSOCIATION'S OBLIGATIONS.

Association and AT&T will identify mutually agreeable locations where Association will allow AT&T to display Materials. Association shall include mutually agreeable references to the Services in utility contact lists, if any, that Association provides to End Users, and websites when and where the website is available. Association will distribute the Materials to prospective End Users in move-in packets if provided to such prospective End Users. Upon specific approval by Association of each specific instance, AT&T may conduct on-site promotional events, post promotional materials and signage at the Property, and/or include a link to the AT&T website in Property websites and community portals. Association will only use Materials supplied by AT&T in the promotion of AT&T Services.

Association agrees that no collateral or promotional, marketing or sales materials distributed by Association for a third party shall include any references to services that compete in any way with the Services nor shall Association otherwise market or sell any services on the Property that compete in any way with the Services.

MARKETING MATERIALS.

At its sole cost and expense, AT&T may supply Association from time to time with supplies of brochures, price lists, and other promotional materials that AT&T deems necessary to promote the marketing of its Services (the "Materials"). The Materials referenced in this Agreement and used on the Property to market the Services may include any services offered by AT&T, its affiliates, as long as such services are included as part of a bundled offering that includes one or more of the Services. Association shall not hereby be required to market services that are not defined as Services independently from the Services.

COMPENSATION.

No Compensation shall be paid to Association until AT&T receives an official LTR 147C form (or a valid W-9) from the Association wherein all information (including the Payee name and Federal Tax Identification Number ("Taxpayer ID")) matches the information provided in Exhibit A of this Agreement and the IRS records for such Payee. An LTR 147C form may be requested from the IRS (Department of the Treasury) by the Association.

In consideration of Association's performance of its obligations under this Agreement and this Exhibit E, AT&T will pay Association an ("Advance Commission"). For purposes of this Agreement, Advance Commission shall mean an amount equal to the total number of Residential Dwelling Units occupied or ready for occupancy at each Property, multiplied by **TWO HUNDRED TWENTY FIVE DOLLARS (\$225.00)**. The Advance Commission will be paid to Association within sixty (60) days from end of the month in which the Effective Date occurs. AT&T will be entitled to recapture a portion of, any Advance Commission payment previously paid to Association in the event (i) AT&T terminates this Agreement due to a Association breach, or (ii) Association terminates this Agreement for any reason other than breach by AT&T prior to the Expiration Date, or (iii) Association transfers the Property during the Term without assignment in accordance with this Agreement. The amount of the recaptured Advanced Commissions will be determined by multiplying the Advanced Commission by the fraction generated by dividing the number of months remaining in the initial Term by the total number of months in the initial Term. AT&T may deduct such recaptured Advance Commission from any future payments owed to Association for any purpose. If the Agreement is terminated or the Property is transferred without assignment prior to the end of any given month, Association will retain the pro rata Advance Commission for such month.

Complimentary B-Comp Service Account: AT&T will provide U-verse service on a complimentary basis ("Complimentary B-Comp Service") for three (3) accounts as described below during the Term.

- a) The following U-verse services are included in each Complimentary B-Comp Service account:
 - i. One (1) U-verse Business Public "Business Value Deluxe 200" video service, including high definition (HD) service. AT&T will provide up to seven (7) set top boxes ("STBs") without video recording capability, and one wireless router (Residential Gateway) ("BP200 Equipment") at no charge.

- Association shall return all BP200 Equipment to AT&T upon the termination of Complimentary B-Comp Service and will be liable for the cost of any BP200 Equipment that is not returned or is damaged.
- ii. Three (3) U-verse high speed internet access Elite or comparable service with up to 6Mbps download speed ("HSIA"). Subject to the terms and conditions applicable to other retail customers, including credit qualification and payment of applicable charges, Association may upgrade HSIA bandwidth at the difference between AT&T's standard retail market rate for the HSIA and AT&T's standard retail market rate for the higher bandwidth HSIA at the time of purchase. AT&T acknowledges that the Association may use these accounts for wireless service in the clubhouse facility.
- b) The Complimentary B-Comp Service will be located in a public location at the Association's discretion, subject to AT&T's reasonable approval and any applicable restrictions. Association agrees to provide, at its expense, any and all equipment, other than the BP200 Equipment; e.g., televisions and computers, and install such equipment required to display or utilize the Complimentary B-Comp Service. Association agrees to abide by all terms and conditions and restrictions applicable to retail business customers of Business Value Deluxe and HSIA or equivalent service. The Complimentary B-Comp Service will be standard installation at no charge to Association and there shall be no monthly recurring charge to Association for the Complimentary B-Comp Service; provided, however, Association shall be responsible for paying applicable one-time and monthly taxes, fees, and surcharges as determined by AT&T.
- c) Association may order the following additional services for use with the B-Comp Service at the same rate charged for similarly situated retail customers: non-standard installation, static IP, RF remote controls, HSIA upgrades, or additional programming when made available. Association will be responsible for charges for upgrades or additional services on the account where B-Comp Services are provided. B-Comp Service will not be provided if the Association is disconnected for non-payment for upgrades.