

**AMENDMENT TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT**
Lauderdale West Community Association

THIS AMENDMENT to the TELECOMMUNICATIONS SERVICES AGREEMENT (hereinafter, referred to as the "Amendment"), is made and entered into as of this 21 day of February, 2020, by and between LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., a not-for-profit corporation (hereinafter, referred to as the "ASSOCIATION"), its successors and assigns, and BLUE STREAM COMMUNICATIONS, LLC (hereinafter referred to as "BLUE STREAM), its successors and assigns.

Unless noted otherwise herein, all abbreviations utilized in the Telecommunications Services Agreement (hereinafter, referred to as the "Agreement"), shall have the same meaning in this Amendment.

WHEREAS, On May 16, 2019, the ASSOCIATION and BLUE STREAM entered into the Agreement, which the Parties acknowledge is fully enforceable, in which BLUE STREAM agreed to provide certain Services to the residents of the Lauderdale West Community upon the terms and conditions specified in the Agreement; and

WHEREAS, pursuant to the provisions of the Agreement, it may be modified or amended only by a written instrument executed by authorized representatives of both Parties thereto; and,

WHEREAS, the ASSOCIATION and BLUE STREAM have agreed to amend the Agreement in certain respects as set forth below; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in this Amendment and set forth herein, the Parties hereto do agree as follows:

1. Amend Section 4.D.3., entitled "Set-top-boxes," by replacing it in its entirety with the following language:

Set-Top-Box Installation: BLUE STREAM will use TiVo Capable wired set-top-boxes to provide video Services. The set-top-box will be connected via a coaxial or ethernet cable to the ONT. If there are not existing coaxial or ethernet cables available at the desired location (inside of the residence) then BLUE STREAM shall provide a baseboard tack installation of the appropriate wire at no additional cost. Custom installation option: If a unit resident or owner requests that the Cat-6 wire or Coaxial wire be run through the walls or ceiling (commonly known as a wallfish) then the unit resident or owner will be responsible for payment for the custom installation at a rate of \$75 per man hour. Individual unit's arrangements for custom installation, servicing and disconnection shall be made directly with BLUE STREAM and BLUE STREAM shall provide each individual unit with a work order or other similar documentation setting forth the applicable fees,

installation charges for custom installations and rates for Additional Services ordered.

2. Amend Section 5.A. by replacing subsection 5. and 6. with the following language:

5. (1) additional TiVo receiver capable of multi-room DVR service.

6. (1) Primary TiVo Capable DVR with a 1 TB hard-drive

3. **Miscellaneous**

A. The Parties hereto agree that all other terms of the Agreement except as provided in this Amendment shall remain in full force and effect.

B. This Amendment constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and supersede all negotiations, representations, prior discussions and preliminary agreements between the Parties hereto relating to the subject matter hereof. This Amendment shall be construed as if drafted by both Parties. In addition, in executing this Amendment, each Party acknowledges that they do not rely on any inducements, promises or representations of the other Party, other than the terms and conditions specifically set forth in this Amendment. In the event of conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

C. The undersigned representative of each of the Parties certifies that he or she is authorized to enter into the terms and conditions of this Amendment and to execute for and bind the Party whom he or she represents.

D. This Amendment is intended to be performed in accordance with, and to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Amendment, or the application thereof to any person, corporation or entity, or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

E. No waiver of any of the provisions of this Amendment shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

F. This Amendment and the Agreement may be further amended and/or modified only by a written document executed by both Parties.

G. This Amendment may be executed in counterparts, each of which is an original and together will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this **AMENDMENT** to the

TELECOMMUNICATIONS SERVICES AGREEMENT on the date first written above.

**LAUDERDALE WEST COMMUNITY
ASSOCIATION NO. 1, INC.**

By: Jennie Lepari
Print: Jennie Lepari
Title: President
Dated: 2-11-2020

BLUE STREAM COMMUNICATIONS, LLC

By: [Signature]
Print: Joseph J. Conover
Title: CEO
Dated: 2-21-2020