
CONFIDENTIAL
TELECOMMUNICATION SERVICES AGREEMENT
Lauderdale West Community Association

This TELECOMMUNICATIONS SERVICES AGREEMENT (hereinafter, referred to as the "Agreement") is made and entered into as of this 16 day of May, 2019, by and between the Parties, 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.

WHEREAS, BLUE STREAM owns and operates telecommunications systems in Florida, and desires to provide Cable Television, High Speed Internet and Digital Phone services (hereinafter, collectively referred to as the "Services") to the units at the property, listed directly below, on a bulk rate and on a retail rate basis; and

WHEREAS, the Association was formed to manage and operate the common elements of the Lauderdale West community and provides various services to the 1,359-unit community, located at 1141 NW 85th Ave., Plantation, FL 33322 (hereinafter referred to as the "Community"), and

WHEREAS, the Association is desirous of contracting for and receiving Services from BLUE STREAM for the Community listed herein and

THEREFORE, the Parties agree as follows:

1. RIGHT OF ACCESS/EASEMENT GRANTED TO BLUE STREAM

A. During normal business hours Monday through Saturday (except (i) in the event of an emergency or during an interruption of service for which immediate access shall be granted, and (ii) during the installation/construction phase), the Association hereby grants BLUE STREAM the right of access to, across, under and over the common areas of the Community as reasonably necessary or desirable for the installation, operation, maintenance, repair, removal, upgrade, sales, service, marketing and disconnections of a telecommunications system for the purpose of delivering the Services (hereinafter, referred to as the "System") within and for the units of the Community, provided, however, all sales and marketing conducted by BLUE STREAM shall be coordinated in advance with the Association. The System shall include, but is not limited to, coaxial cables, fiber optic lines and other internal wiring, amplifiers, converters, pedestals and all other equipment necessary for the provision of the Services to the units within the Community. Notwithstanding anything in this Agreement to the contrary, (i) BLUE STREAM shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Community by the residents, and their guests and invitees, and the employees and independent contractors of the Association; and (ii) to the extent BLUE STREAM's access to the common areas of the Community shall materially interfere with the use of the common areas or access to any of the units, then in such event, the BLUE STREAM shall provide advanced notice to Association and reasonably coordinate such access with the Association unless BLUE STREAM deems a repair to

the system as an emergency and requires immediate access upon which notification cannot be accommodated.

B. This grant and conveyance by the Association to BLUE STREAM of this non-exclusive Easement has been memorialized in Exhibit A, attached hereto. The Parties agree that this Agreement shall not be recorded in the Public Records of Broward County, Florida. However, the Association agrees that BLUE STREAM may record at its own expense the Easement granted to it, attached hereto as Exhibit A.

2. OWNERSHIP OF SYSTEM BY BLUE STREAM

BLUE STREAM shall own (except as hereinafter provided), install, repair, maintain, and replace the System at the Community at its own expense. The ownership of all parts of the System shall be and remain the property of BLUE STREAM throughout the Term of this Agreement. Upon notification to the Association that BLUE STREAM is no longer providing Services to any of the residents (bulk and non-bulk), BLUE STREAM shall have a period of twelve (12) months thereafter during which it shall be entitled, to remove the System with the exception of home-run and in-unit wiring. BLUE STREAM shall promptly repair any damage to the Community caused by such removal. Any portions of the System not removed within the time set forth in this Agreement to do so shall be deemed abandoned and ownership shall vest in the Association "AS IS" with no further liability to BLUE STREAM, and BLUE STREAM agrees to execute any and all documents reasonably requested by the Association to acknowledge such transfer of ownership. Notwithstanding anything in this Agreement to the contrary, upon the expiration or termination of this Agreement, BLUE STREAM shall remove any above ground improvements that are locate on a public right-of-way or public easement and are related to the System if requested by the Association, including the prompt repair of any damage to the Community caused by such removal.

3. TERM

A. The Term of this Agreement shall be for nine (9) years effective and commencing as of the date the Services are offered to be available to all units within the Community and providing bulk Services to the units of the Community that have elected to be installed within the initial installation window provided by BLUE STREAM (the "Bulk Commencement Date"), but not earlier than May 15, 2020 (the "Target Completion Date"). BLUE STREAM shall deliver written notice to the Association when the Bulk Commencement Date is achieved. The Term shall automatically renew for a period of one (1) year if neither Party provides notice of intent to not renew more than ninety (90) days before the end of the then current Term.

B. In the event that BLUE STREAM has not achieved the Bulk Commencement Date by May 15, 2020, and if the current bulk provider will not extend the existing bulk services on a month-to-month basis at the then current rates, BLUE STREAM shall pay the difference to the Association, upon demand, between the bulk rate that the Community pays to its current provider for its current bulk services for units that have not been installed by BLUE STREAM and the retail rate for those services until BLUE STREAM has achieved the Bulk Commencement Date.

C. In the event that BLUE STREAM has not achieved the Bulk Commencement Date within one hundred eighty (180) days from the Target Completion Date such that the Services are available to all units within the Community, then the Association shall have the right to terminate this Agreement upon thirty (30) days written notice, and thereafter, shall be relieved of all obligations to BLUE STREAM hereunder. This provision shall exclude any delay due to actions of the Association or *Force Majeure* events.

4. INSTALLATION AND MAINTENANCE

A. Notwithstanding anything in this Agreement to the contrary, and in connection with the installation and construction of the System, BLUE STREAM agrees to comply and be subject to such additional requirements set forth in Exhibit B, attached hereto and incorporated herein by this reference. It is hereby understood and agreed that this Agreement covers the installation and/or maintenance of the System to be provided in connection with the Services rendered by BLUE STREAM.

B. The System shall include fiber-to-the-home wiring and connections consistent with prevalent industry standards and practices for installing fiber optic cabling to each unit. Notwithstanding anything in this Agreement to the contrary, BLUE STREAM shall install the System utilizing cable, fibers, wiring, amplifiers, converters, connectors, conduits, termination boxes and any other equipment and facilities solely installed and owned by BLUE STREAM from the demarcation point outside to the interior of the residents unit, and (i) shall not utilize cable, fibers, wiring, amplifiers, converters, connectors, conduits, termination boxes and any other equipment and facilities owned or controlled by the Association or other third parties unless advanced written authorization is provided to BLUE STREAM; and (ii) to the extent BLUE STREAM constructs and/or installs any above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary for delivering the Services, then in such event, BLUE STREAM shall provide reasonably similar landscaping to the existing landscaping located in the Community, as determined by Association in Association and BLUE STREAM's mutual and reasonable agreement, at BLUE STREAM's sole cost and expense. Notwithstanding anything in this Agreement to the contrary, BLUE STREAM shall have access to the Community for installation and construction of the System at the Community seven (7) days a week, however BLUE STREAM shall not enter the Community for the purposes of construction before noon on Sundays.

C. 1. BLUE STREAM agrees to take commercially reasonable efforts to abide by the FCC Standard Rules pertaining to standard levels of service as set forth in U.S. Government Title 47 – Chapter 1, Subchapter C, Part 76, Subpart H, Section 76.309.

2. Additionally, BLUE STREAM shall adhere to the following service and performance levels for the Term of this Agreement. The Association shall have a right to audit the achievement of the Services and performance level upon written request (including e-mail) (the "Audit"). The right to Audit may be exercised up to once per six (6) month period, unless BLUE STREAM is found to be out of compliance with the service levels and performance levels, in that case the Audit may occur once every thirty (30) days until the service level and performance level is achieved. The Audit will be conducted via a service level and performance level report provided

by Blue Stream to the Association within fifteen (15) business days of a written request by the Association. Should Blue Stream be found to not meet these service levels and not correct them within thirty (30) days of notification of non-performance than BLUE STREAM will be assessed a penalty equal to ten percent (10%) of the monthly total cost of Bulk Services, excluding taxes and government fees, up to a maximum penalty of Fifty Thousand Dollars (\$50,000) in any consecutive six (6) month period. Any penalty will be paid to the Association as a direct payment and not as a bill credit.

i. Under normal operating conditions, Average Speed to Answer (“ASA”) shall be maintained at a threshold of one (1:00) minute at least 90% of the time when measured over a thirty (30) day period. This ASA shall exclude any *force majeure* events.

ii. Under normal operating conditions, BLUE STREAM will offer in home service calls for customers that have lost a service (e.g. internet is all out or video is all out) on the same business day or the next business day (Monday through Saturday) so long as the customer calls in by noon eastern time. BLUE STREAM shall perform to this standard 90% of the time when measured over a thirty (30) day period.

iii. The maximum level of throughput rate set forth in Section 5.B., at which a resident may send and receive data at any time and the maximum throughput rate generally will be sustained at least ninety percent (90%) of the “up to” speed at ninety percent (90%) of the time when measured over a thirty (30) day period. For example if the “up to” speed is 200Mbps the speed will be guaranteed at least 180Mbps. Speed will be measured from an appropriately equipped device that is certified by BLUE STREAM as appropriate, that is hardwired to the ONT via the Ethernet connection and is testing speeds to the BLUE STREAM network. The throughput rate experienced by the units in the Community at any time will vary based on numerous factors, including without limitation, the condition of the resident’s devices, the units’ computer configurations, Internet and BLUE STREAM’s network congestion, time of day and the accessed website servers, among other factors.

Notwithstanding anything in this Agreement to the contrary, to the extent BLUE STREAM is found to not meet the maximum level of throughput rate set forth in Section 5.B., at which a resident may send and receive data at any time and the maximum throughput rate generally will be sustained at least eighty percent (80%) of the “up to” speed at eighty percent (80%) of the time when measured over a thirty (30) day period and it is not correct within one hundred eighty (180) days from receipt of the Audit report, in addition to all other remedies available to the Association, it shall be permitted to terminate this Agreement and be relieved of all obligations to BLUE STREAM hereunder upon thirty (30) days’ written notice and BLUE STEAM’s failure to correct such performance deficiencies in such thirty (30) day period.

3. Any system wide outage (defined as 75% or more of the units in the Community) that lasts longer than 24 hours will be provided with a credit equal to 1 day of billing for the bulk Services at the then current rate. This includes all *force majeure* events or any event that is outside of BLUE STREAM's control such as an outage due to the Ethernet transport circuit. Credits will only be issued for full 24 hour periods for the outage and will be issued as a payment to the Association from BLUE STREAM, not as a bill credit.

4. BLUE STREAM will provide an onsite service and support representative to the community up to 4 days per year on mutually agreed to times and dates, at no additional cost or expense to the Association. The Association must provide the representative with a location that is at least 10 feet by 10 feet to set up a temporary desk. The location must also be in an air-conditioned space and have access to a 120 volt AC outlet to power a computer and demonstration of services. The representative will be able to assist residents with questions about their Services or billing as well as schedule in home service appointments.

D. 1. **ONT Placement:** BLUE STREAM shall install fiber optic cables to connect the ONT (Optical Network Terminal) to the network, at no additional cost or expense to the Association or its residents unless a resident located at the address refused BLUE STREAM's Services and future residents choose to become BLUE STREAM customers. The ONT will most commonly be located in the same location as the resident's existing Cable Modem today. The fiber will be run into the attic space. Then, BLUE STREAM will conduct a "wall fish" to run the fiber optic cable to an existing coaxial cable outlet inside of the home by removing the existing coaxial cable and outlet and replacing it with the fiber optic cable. This installation point shall be referred to as the Demarc. BLUE STREAM shall attempt accommodate resident's preferred location for the Demarc so long as it conforms to the installation requirements noted above, but BLUE STREAM shall have the final choice of location to ensure a proper wireless signal throughout the home. Installation to the Demarc will be completed at no charge to the resident so long as the Demarc conforms to the installation requirements noted above. .

2. **Demarcation Point:** If a resident chooses a Demarc location that does not conform to the installation requirements noted in Section 4.D.1, then the resident may incur a charge for a custom installation. Individual residents' arrangements for custom installation, servicing and disconnection shall be made directly with BLUE STREAM and BLUE STREAM shall provide individual residents with a work order or other similar documentation setting forth the applicable fees, installation charges for custom installations, prior to commencement of such work.

3. **Set-top-boxes:** BLUE STREAM will use wireless Set-Top-Boxes to provide video services. If at the sole determination of BLUE STREAM the wireless signal strength for a Set-Top-Box is not strong enough at the location inside of the home (including the garage and covered outdoor locations) chosen for the Set-Top-Boxes included in the Bulk Services, then BLUE STREAM at its own expense will install a wireless repeater of its choosing to extend the wireless signal to the Set-Top-Boxes. If at the sole determination of BLUE STREAM the wireless repeater cannot extend a wireless signal strong enough to support the Set-Top-Boxes (typically a minimum of 8Mbps) then BLUE STREAM will install a Cat-6 wire from the Demarc location to the Set-Top-Boxes via a wall fish that will be run through the attic utilizing an existing

location of a coaxial outlet. The wall fish will remove the existing coaxial wire and outlet and replace it with Cat-6. The location for the Set-Top-Box must be accessible through the attic and wall fish. To provide WiFi coverage for any excluded location, residents may rent an extender from BLUE STREAM or purchase a compatible extender from a 3rd party.

4. **ONT Power:** The ONTs require a 120 volt AC outlet to power them. BLUE STREAM will choose a Demarc location near an outlet such that power can be provided to the ONT. BLUE STREAM shall have sole discretion on choosing the location of the ONT to ensure that the unit has proper WiFi coverage, but shall endeavor to place the ONT in a location selected by the unit owner so as long as WiFi coverage is strong enough to deliver Services. Should a unit owner request a different location than the one chosen by BLUE STREAM than any cost associated with modifying the location of the ONT will be paid for by the unit owner and any required wireless repeater will then need to be rented from Blue Stream at the then current price.

5. **Clear QAM Video Installation:** The Clear QAM signal for Services is set forth in Section 5.A.3. will rely upon the existing in-unit coaxial wiring. This service is a best effort service. Should the condition of the in-unit wiring require repair or replacement at the time of the Community's initial installation, to view the Clear QAM signal, then BLUE STREAM will repair or replace the in unit-wiring utilizing a base board tack method to existing outlets, at BLUE STREAM's sole cost and expense. If the ONT location is not within 3 feet of an existing coaxial outlet, any extension of the Coaxial wiring to connect to the ONT will be done via a baseboard tack at BLUE STREAM's sole cost and expense. Custom installation option: If a unit requests that the coax wire be run through the walls or ceiling (commonly known as a wallfish) then the unit owner will be responsible for payment for the custom installation at a rate of \$75 per man hour.

E. The Association shall pay BLUE STREAM for the repair of any damage to the System caused by the negligence of the Association, its agents or employees of the Community. To the extent a loss or damage is covered by the Association's existing insurance policies and to the extent such loss or damage is covered by available insurance proceeds, the Association shall hold harmless and indemnify BLUE STREAM from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to (a) any negligent act or negligent omission of the Association, its agents or employees, of the Community, or (b) any claim, demand, legal proceeding or similar action instituted by any person or entity providing or seeking to provide multi-channel video programming or other services similar in nature to the Services provided by BLUE STREAM to the Community.

F. BLUE STREAM shall install, at BLUE STREAM's sole cost and expense, an un-interruptible power supply and battery backup to the System to protect against a loss of power event.

5. BULK SERVICES AND RATE

A. BLUE STREAM will provide Cable Television Services to each home within the Community, which shall include:

1. Core Digital TV Service (channel lineup shown in Exhibit C)
2. Digital Plus Tier (channel lineup shown in Exhibit C)

3. No-box Clear QAM TV Service (HD service and BLUE STREAM shall provide one standard, commercially available DTA at no additional cost, as necessary)
4. HD Service
5. Two (2) Set-top-boxes each including: Whole Home / Network DVR service, On Demand, Start-Over, Catch Up and Google Android Guide
6. Network DVR Storage of up to one hundred (100) Hours of content
7. Two (2) Voice Remote Controls

B. BLUE STREAM shall provide Internet Service of up to 200Mbps symmetrical internet (meaning both download and upload data speeds of up to 200 Mbps) and a Wireless ONT.

C. BLUE STREAM will provide a bulk rate to the Association for the Cable Television and Internet Services in each unit within the Community at a rate of **\$64.95** per unit per month inclusive of all surcharges (the rate is exclusive of all applicable governmental taxes and fees). The Association shall have the right to add Additional Services to this Agreement at a bulk rate mutually agreed upon in writing by the Association and BLUE STREAM, provided however, such Additional Services shall be provided at the best pricing provided to any other similarly sized community in the South Florida area. Without such mutual agreement and/or amendment to this Agreement, BLUE STREAM shall not be entitled to additional compensation or charge from the Association not specifically included in this Agreement or amendment thereto.

D. During the Term of this Agreement, BLUE STREAM shall invoice the Association for Cable Television and Internet Services provided to all 1,359 units within the Community on a monthly basis, at the beginning of or prior to each month for Services to be provided during that month. The Association shall pay such invoices within thirty (30) days of the date of the invoice. The Association will be responsible for the billing and collection of fees for the Cable Television and Internet services from the units within the Community. The Association shall not be responsible for any Additional Services subscribed to and received by any units of the Community other than the Services set forth in Section 5.A. and 5.B. above.

E. On and after the first anniversary of the Bulk Commencement Date, BLUE STREAM may increase the monthly bulk rate Service fee, but never more than once in any calendar year, and by no more than the greater of (i) the increase of the Cost of Living Index as set forth by the U.S. Department of Labor, or (ii) actual cost increases in providing the bulk Services, provided, however, in no event shall the annual increase exceed four percent (4%), after giving the Association at least thirty (30) days' written notice and setting forth the amount and effective date of the increase.

F. **Good Faith Meeting.** No earlier than four (4) years into the Term of this Agreement, the Association's President or other authorized representative(s) may request and obtain an in-person meeting with BLUE STREAM to negotiate in good faith over any technological or infrastructure upgrades or other System improvements which may be offered or may be available at the time of the meeting.

G. **Video Services Removal.** The Association may request to remove the video Services selected in Section 5.A at any time during the Term of this Agreement. If the

Association exercises this clause the rate charged for bulk Services at that time will be reduced by twenty dollars (\$20) per unit per month, and BLUE STREAM shall help facilitate the return of any equipment, if necessary. After the video Services are removed, the Association may not enter into a bulk video agreement with any other provider until the termination or expiration of this Agreement.

6. ADDITIONAL SERVICES FOR UNITS

Each unit of the Community shall be able to subscribe to BLUE STREAM's Additional Services as outlined below, which shall be billed directly to the resident of such unit. Any price listed below is exclusive of all applicable fees, equipment, and taxes and is subject to change, unless otherwise noted:

A. Blue Stream Digital Phone ("Phone Service") Service - **\$19.95/month** consists of unlimited local and long Distance service (U.S., Puerto Rico, Guam, Canada, and the U.S. Virgin Islands) and up to 29 calling features as shown on BLUE STREAM's website. This price of \$19.95/month is locked for the Term of this agreement.

B. Unit owners or residents may also subscribe to the Additional Services as shown in Exhibit D. The Additional Services listed in Exhibit D are not an exhaustive list of all Additional Services offered, are subject to change and may be dependent upon purchasing underlying Services (e.g. premium channels require a Set-Top-Box to be viewed on a TV set).

C. BLUE STREAM will individually bill any unit owner or resident who subscribes to and receives any of the "Additional Services" set forth above, and the Association shall not be liable for the cost of such Additional Services subscribed to by any unit owner or resident. Due to the functionality of the BLUE STREAM billing system, any unit owner who allows its individually billed Additional Services go into a "non-pay status" will have all Services to that unit shut off until the account is brought current.

7. SERVICES PROVIDED TO THE COMMUNITY

BLUE STREAM shall provide the following Services to the Community at no additional charge to the Association the unit owners or the residents of the Community:

A. Three (3) video locations with Digital Core Service, music channels and HD service, including, 15 Set-Top-Boxes in total, at no additional charge.

B. Three (3) Internet locations with up to 1Gbps download and 1Gbps upload speeds, and repeaters/amplifiers as mutually agreed to as necessary

C. Insertion of two (2) community channel. Association must maintain and provide community channel content generation and provide an IP signal to BLUE STREAM for insertion.

D. During the installation process, the technicians will train and educate residents on the use of equipment, products, and services. Residents that require further assistance will be able to engage with the available on-site representative during the installation period.

E. Blue Stream will have available to the residents a special bulk-community customer service line and the board and property manager will have access to a dedicated account executive for the term of the agreement.

F. A senior construction manager will be assigned to oversee the entire build-out process and will be available to the board of directors as needed for the term of the agreement.

8. PAYMENT TO ASSOCIATION

A. BLUE STREAM will make a one-time payment to the Association of Four Hundred Seven Thousand Seven Hundred Dollars (\$407,700.00 -- \$300 per unit x 1,359 total units), payable as follows: (i) Fifty (50%) percent within thirty (30) days after execution of this Agreement by the Association, and (ii) Fifty (50%) percent within thirty (30) days after Bulk Commencement Date but no later than July 1, 2020. The Association shall submit a completed W-9 form to BLUE STREAM.

B. Should this Agreement not be deemed ratified in accordance with the provisions of Section 718.115(1)(d)1., Florida Statutes, then BLUE STREAM shall not be liable to the Association for the payment set forth in Section 8.A. above. If a payment has been made, the Association agrees to immediately return it to BLUE STREAM. Furthermore, if this Agreement is not ratified, the Association shall have no liability to BLUE STREAM under this Agreement or otherwise, except for the obligation to reimburse BLUE STREAM for all costs and expenses incurred by BLUE STREAM in installing the System within sixty (60) days following the date on which BLUE STREAM shall submit invoices and statements of such costs and expenses to the Association.

9. SALES AND MARKETING PRIVILEGES

During the Term of this Agreement, the Association agrees to grant BLUE STREAM, its agents and employees exclusive sales and marketing rights solely in connection with the Services, and, if applicable, promotion in the Community's newsletter and a dedicated listing with BLUE STREAM's name and phone number in all new move-in packets, all for the purpose of selling the Services, all of them or any of them to the units of the Community, at BLUE STREAM's sole cost and expense. In addition, and if applicable, the Association will allow BLUE STREAM to exhibit space at all Community events held within the Community. BLUE STREAM is not allowed to conduct door-to-door solicitation or place door hangers or other marketing material on the units in the Community. BLUE STREAM shall provide an account representative to attend the annual meeting (or such other meeting identified by the Association) with the Association's representative to discuss issues pertinent to the Association.

10. REPRESENTATIONS AND WARRANTIES

A. The Association represents and warrants that it is the legal Owner of the common elements within the Community, and as such is authorized to enter into and perform all obligations set forth under this Agreement, and further that the execution and performance of this Agreement does not conflict with or violate any other instrument, document or other obligation of the

Association, either contractual or otherwise, including any judgment or order of decree of any court or government agency.

B. BLUE STREAM represents and warrants that it is the holder of a valid State-Issued Certificate of Franchise Authority for Cable and/or Video Service to operate in Broward County, Florida, and as such is authorized to enter into and perform all obligations set forth under this Agreement, and further that the execution and performance of this Agreement does not conflict with or violate any other instrument, document or other obligation of BLUE STREAM, either contractual or otherwise, including any judgment or order of decree of any court or government agency.

11. NOTICES

All notices, demands, requests, or other communications required or permitted hereunder must be in writing and, unless personal delivery is effected earlier, shall be deemed delivered: (a) five (5) business days after deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, on a business day, or (b) the next business day after delivery to any nationally recognized overnight delivery service on a business day, in each case addressed as follows, or to such other address of which either Party hereto may notify the other in writing:

To BLUE STREAM: Blue Stream Communications, LLC
12409 NW 35th Street
Coral Springs, FL 33065
Attention: Vice President/General Manager
Telephone: (954) 753-0100/Fax: (954) 345-8164

with a Copy to: Counsel for BLUE STREAM
Philip J. Kantor, Esq.
Quintairos, Prieto, Wood & Boyer, P.A.
One East Broward Blvd., Suite 1200.
Ft. Lauderdale, FL 33301
Telephone: (954) 523-7008/Fax: (954) 523-7009
pkantor@qpwblaw.com

To the Association: Lauderdale West Community Association No. 1, Inc.
Attn: President
1141 NW 85th Avenue
Plantation, FL 33322

with a Copy to: Frank, Weinberg & Black, PL
7805 SW 6 CT
Plantation, FL 33324
Attention: Steven A Weinberg, Esq.

Either Party may designate a different place or places for notice by delivering notice to the other Party in accordance with this Paragraph.

12. ASSIGNMENT

A. BLUE STREAM may assign and transfer its rights and obligations related to or arising out of this Agreement only to a corporation, partnership or other entity that has the financial and operational capability to provide the substantially same level of Services as those Services being provided by BLUE STREAM at the Community. BLUE STREAM shall provide Association with thirty (30) days' notice of any assignment prior to the execution or closing of said transaction. All the provisions of this Agreement shall be binding to the Parties hereto and their respective successors and assigns.

B. The Association may assign and transfer its rights and obligations related to or arising out of this Agreement to any corporation, partnership or other entity, provided such assignee has agreed in writing that it shall abide by the terms, conditions and obligations of this Agreement. Association shall provide BLUE STREAM with thirty (30) days' notice of any assignment prior to the execution of closing of said transaction. All the provisions of this Agreement shall be binding to the Parties hereto and their respective successors and assigns.

13. CONFIDENTIAL INFORMATION

The terms and conditions of this Agreement shall be *Confidential* and shall not be disclosed to any person or entity not a party to this Agreement, except the receiving Party, its attorneys, accountants, and professionals advising the Party, who shall be bound by the Confidentiality provisions set forth herein, unless prior written consent is obtained from the other Party, or unless any competent court, regulatory authority or governmental agency orders and/or requires such disclosure; provided, however, that in the event that such disclosure is required, the Parties shall use good faith efforts to maintain the confidentiality of any terms of this Agreement which are not so required to be disclosed. The Parties acknowledge the Association is required to operate in compliance with the provisions of Chapter 718, Fla. Stat., including those requirements permitting inspection and copying of Association records by unit owners or unit owners' representatives, as defined in Chapter 718, Fla. Stat. It shall not be a breach of this Paragraph for the Association to permit inspection and to provide a copy of this Agreement to any unit owner, representative of a unit owner, or any other person authorized by Chapter 718, Fla. Stat., to inspect and copy condominium association official records. BLUE STREAM acknowledges that the Association does not have the authority to force the unit owner to maintain said confidentiality.

14. DEFAULT AND REMEDIES

A. An Event of Default exists under this Agreement if the Association or BLUE STREAM fails to meet or perform any material term, provision, covenant, agreement, or obligation under this Agreement and does not cure the failure within thirty (30) days after receiving written notice of the default from the other Party; and if the failure cannot reasonably be cured within the thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and diligently and continuously pursues to complete the cure an Event of Default does not exist, provided however, neither party shall have more than ninety (90) days to cure a material default of this Agreement, excluding delays due to weather, or *force majeure* events.

B. If an Event or Default by either Party occurs, the other Party may do any of the following:

1. Terminate this Agreement by giving thirty (30) days' written notice to the defaulting Party;
2. Bring action against the defaulting Party;
3. Seek any other available legal or equitable remedy.

15. FORCE MAJEURE

BLUE STREAM shall not be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of the occurrence of an event of "*Force Majeure*," which shall include, but not be limited to, acts of God, acts of the government of the United States or any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storm, hurricanes, lightning, other similar catastrophes, or other causes beyond BLUE STREAM's control.

16. INDEMNIFICATION

A. BLUE STREAM agrees to indemnify, defend and hold harmless the Association, as well as the Association's directors, officers, employees, independent contractors, residents, representatives and insurers, from and against any and all liabilities, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' and expert witness fees, without limitation, arising out of the acts or omissions of BLUE STREAM or its personnel, directors, agents, contractors, subcontractors or representatives with respect to the installation, operation, maintenance or removal of the System, the Services provided to the Association and its residents pursuant to this Agreement or a breach of this Agreement. BLUE STREAM further agrees to abide by all statutes, ordinances, and regulations imposed by any federal, state, or local regulatory body pertaining to the operation of the System.

B. The Association shall indemnify, defend and hold harmless BLUE STREAM, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the grossly negligent acts or omissions of the Association, its personnel, directors, and agents, or a breach of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Association shall not have any duty to indemnify or hold BLUE STREAM or BLUE STREAM'S directors, officers, employees, independent contractors, and insurers harmless pursuant to this Section 16 unless the Association's negligence or other basis of legal liability is the sole cause of a claim against BLUE STREAM or BLUE STREAM'S directors, officers, employees, independent contractors, and insurers for personal injuries, property damage, and/or other damages.

The obligations of this Section 16 shall survive and remain enforceable after the termination of this Agreement.

17. INSURANCE

BLUE STREAM agrees to furnish upon request a copy of its insurance coverage, including worker's compensation, employer's liability, comprehensive general liability and property damage, said insurance to be issued in an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate. The Association shall be a named insured and certificate holder on BLUE STREAM's insurance. Cancellation of the insurance required for BLUE STREAM to maintain under this Agreement shall be considered a material breach of this Agreement. It is understood that if any insurance cancellation notice is received by BLUE STREAM, it will immediately notify the Association, and BLUE STREAM agrees to replace said policy promptly. BLUE STREAM agrees that it shall perform no work under this Agreement during such time as said insurance policies are not in full force and effect, and BLUE STREAM shall require all subcontractors or other parties providing services to the Association on behalf of BLUE STREAM to maintain the same insurance policies naming the Association as an additional insured.

18. LEGAL ACTION

A. This Agreement shall be constructed and interpreted in accordance with the substantive laws of the State of Florida, without regard to its conflict of laws principles. If either Party brings a legal action for the enforcement of or breach of this Agreement, the action shall be filed in the courts of Broward County, Florida. Unless waived or extended by the written agreement of both Parties, pre-litigation mediation shall take place within thirty (30) days of either Party requesting such mediation in writing and shall be presided over by a mediator who is mutually acceptable to both Parties. Such mediation shall occur in Broward County, Florida. Unless modified by the written agreement of both Parties, pre-litigation mediation fees shall be borne equally by both Parties.

B. In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining the right to entitlement to indemnification, and determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

19. MISCELLANEOUS PROVISIONS

A. The provisions of this Agreement shall not be changed, altered, amended or otherwise modified, except by an agreement in writing, executed by the Parties hereto. The Parties each acknowledge that this Agreement was fully negotiated by the Parties and, therefore, no provisions of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

B. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein; provided, however, that both Parties shall negotiate in good faith with respect to an equitable modification of the provision, or application thereof, with respect to this Agreement.

C. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their permitted assigns and no third party shall be a beneficiary of, or have any rights by virtue of, this Agreement. The titles and headings of the sections in this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement. Any reference in this Agreement to "Section" or an "Exhibit" shall, unless the context expressly requires otherwise, be a reference to "Section" in or an "Exhibit" to, this Agreement. References to "hereunder," "herein," "hereof," and the like, refer to this Agreement.

D. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Association and BLUE STREAM. Neither Party shall have the right, power or authority to act for the other Party in any manner.

E. This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first written above.

Lauderdale West Community Association No. 1, Inc.

Sign: Jennie Lipari
Print Name: Jennie Lipari
Title: President
Date: 5/15/19

Blue Stream Communications, LLC

Sign: [Signature]
Print Name: Joseph J Canavan
Title: C.O.O.
Date: 5/16/19

EXHIBIT A

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and is effective as of May __, 2019, by and between LAUDERDALE WEST COMMUNITY ASSOCIATION No. 1, INC. (hereinafter, referred to as the "Association") and BLUE STREAM COMMUNICATIONS, LLC (hereinafter, referred to as "BLUE STREAM"), and the Parties agree as follows:

1. **THE PROPERTY.** Owner's property, known as Lauderdale West Community including the improvements thereon (the "Property") is located at the street address of 1141 NW 85th Ave. Plantation, FL 33322 with a legal description of:


LEGAL DESCRIPTION IS ATTACHED HERETO

2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association grants and conveys to BLUE STREAM a non-exclusive easement in gross across, under, over, within and through the Property as necessary or desirable for the installation, maintenance, service and operation of equipment used in the provision of multi-channel video television programming and other communications services ("Services") that BLUE STREAM may lawfully provide to the Property, and for the marketing and provision of such Services. Such Easement shall be for the additional use and benefit of BLUE STREAM's designees, agents, successors and assigns.

3. **BINDING EFFECT.** The benefits and burdens of this GRANT OF EASEMENT shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns.

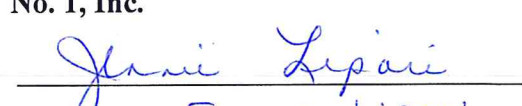
4. **TERM OF GRANT.** This GRANT OF EASEMENT shall be irrevocable and effective so long as BLUE STREAM is lawfully providing the Services within the Property, irrespective of the expiration of any bulk agreement between the Association and BLUE STREAM regarding BLUE STREAM's Service to the Property.

Blue Stream Communications, LLC


Print Name: Joseph J Conover
Title: C.O.O.

Address: 12409 NW 35 Street,
Coral Springs, FL 33065
Telephone: (954) 753- 0100
Facsimile: (954) 345-8164

**Lauderdale West Community Association
No. 1, Inc.**


Print Name: Jennie Lipari
Title: President

Address:
Telephone: (954) 473-8219
Facsimile: (954) 474-5433

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me on May 17, 2019, by

Joseph CANAVAN

Witnesses:

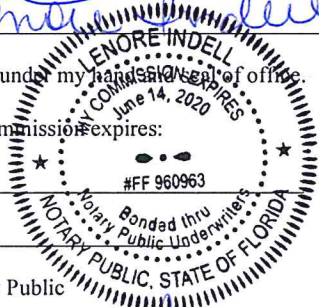
[Signature]
[Signature]

Given under my hand and seal of office.

My commission expires:

[Signature]
Notary Public

[Seal] Title



STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me on May 15,

2019, by Jennie Lipari

Witnesses:

[Signature]

Given under my hand and seal of office.

My commission expires:

[Signature]
Notary Public

[Seal] Title



Lauderdale West Community
LEGAL DESCRIPTION

All apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. I, according to the Declaration of Condominium thereof, recorded in Official Record Book 5116 at Page 772, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. II, according to the Declaration of Condominium thereof, recorded in Official Record Book 5116 at Page 845, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. III, according to the Declaration of Condominium thereof, recorded in Official Record Book 5116 at Page 918, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. IV, according to the Declaration of Condominium thereof, recorded in Official Record Book 5181 at Page 825, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. V, according to the Declaration of Condominium thereof, recorded in Official Record Book 5250 at Page 378, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. VI, according to the Declaration of Condominium thereof, recorded in Official Record Book 5300 at Page 9, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. VII, according to the Declaration of Condominium thereof, recorded in Official Record Book 5382 at Page 426, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. VIII, according to the Declaration of Condominium thereof, recorded in Official Record Book 5561 at Page 783, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. IX, according to the Declaration of Condominium thereof, recorded in Official Record Book 5603 at Page 140, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. X, according to the Declaration of Condominium thereof, recorded in Official Record Book 5621 at Page 94, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. XI, according to the Declaration of Condominium thereof, recorded in Official Record Book 5621 at Page 292, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. XII, according to the Declaration of Condominium thereof, recorded in Official Record Book 5709 at Page 244, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. XIII, according to the Declaration of Condominium thereof, recorded in Official Record Book 5729 at Page 501,

in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. XIV, according to the Declaration of Condominium thereof, recorded in Official Record Book 5736 at Page 136, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. XV, according to the Declaration of Condominium thereof, recorded in Official Record Book 5774 at Page 6, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. XVI, according to the Declaration of Condominium thereof, recorded in Official Record Book 5789 at Page 85, in the Public Records of Broward County, Florida.

TOGETHER WITH:

Each apartment and all common elements located in LAUDERDALE WEST CONDOMINIUM NO. XVII, according to the Declaration of Condominium thereof, recorded in Official Record Book 5913 at Page 517, in the Public Records of Broward County, Florida.

TOGETHER WITH:

All property located in LAUDERDALE WEST, 2ND SECTION , according to the Plat thereof recorded in Plat Book 78, Page 8 of the Public Records of Broward County, Florida, less each "Lot," as such term is described in that certain Declaration of Restrictions Lauderdale West, 2ND Section, recorded on October 10, 2008 in Official Records Book 45743, page 1781, of the Public Records of Broward County, Florida.

TOGETHER WITH:

All property located in LAUDERDALE WEST, 3RD SECTION , according to the Plat thereof recorded in Plat Book 83, Page 28 of the Public Records of Broward County, Florida, less each "Lot," as such term is described in that certain Declaration of Restrictions Lauderdale West, 3RD Section, recorded on October 10, 2008 in Official Records Book 45743, page 1878, of the Public Records of Broward County, Florida.

TOGETHER WITH:

All property located in LAUDERDALE WEST, 4TH SECTION , according to the Plat thereof recorded in Plat Book 88, Page 44 of the Public Records of Broward County, Florida, less each "Lot," as such term is described in that certain Declaration of Restrictions Lauderdale West, 4TH Section, recorded on October 10, 2008 in Official Records Book 45743, page 1984, of the Public Records of Broward County, Florida.

EXHIBIT B
CONSTRUCTION/INSTALLATION STANDARDS

All Abbreviations used in this Exhibit shall have the same meaning as set forth in the Agreement.

1. **Inspection.** Prior to the commencement of all work performed under this Agreement (the "Work"), BLUE STREAM shall have the right, but not the obligation to inspect the property on which the Work is to be performed and to verify that surfaces and site conditions are ready to receive the Work to construct the System. If BLUE STREAM determines that the surfaces or site conditions are not ready to receive Work, BLUE STEAM shall notify the Association of the current conditions. Said notification may include photographic and/or video documentation of the current conditions of the Association's property. BLUE STREAM shall not be obligated to perform Work on any surface or site condition deemed not ready to receive the Work.

2. **Contract Documents.** Installation of all portions of the System shall be in accordance with plans, schedules and specifications approved in writing by the Association prior to any such installation (the "Contract Documents"); however, the Association shall not unreasonably delay or deny providing said written approval nor shall it demand any unreasonable requirements for the installation of the System. Such plans and specifications shall adequately set forth the nature and description, including approximate size, color, and exterior appearance, of the portion of the System to be installed and the appropriate location of the installation with reference to existing improvements and shall offer a System that will adequately provide the Services to the Community. Notwithstanding anything in this Agreement to the contrary, the Association shall be permitted to require BLUE STREAM to utilize installation methods that are the least destructive to Association property, and causes the least disturbance to the Association and unit owners.

3. **Occupancy.** The unit owners, guests and invitees will continue to occupy the Community during the performance of the Work. BLUE STREAM shall use commercially reasonable efforts to conduct its operations as to ensure limit inconvenience to the Association, unit owners, guests, invitees and the general public. BLUE STREAM shall not access any unit in a building without the owner of such unit or a designated representative being present, unless otherwise provided with express permission of such unit owner. BLUE STREAM shall provide notifications during weekly meetings the construction schedule for the Work with the Association's representative in advance in order for the Association to relocate or protect people, personal effects, automobiles and property from intrusion, damage or interference from construction equipment or construction methods resulting from construction procedures.

4. **Quality Control.** BLUE STREAM shall use commercially reasonable efforts to monitor and inspect the Work to assure that all specifications and requirements are being met in accordance with the Contract Documents and the Association's representative shall have the right (but not obligation) to monitor and inspect the Work to assure that all specifications and requirements are being met in accordance with the Contract Documents. BLUE STREAM shall meet with the Association's representative as often as is reasonably required by the Association's Representative to assure that all specifications and requirements are being met in accordance with the Contract Documents.

5. Supervision. BLUE STREAM shall supervise and direct the Work, using its commercially reasonable skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under the Contract Documents. BLUE STREAM shall not employ anyone to perform the Work that is not skilled in the task assigned to him/her. Upon BLUE STREAM's knowledge, BLUE STREAM shall remove any employee or subcontractor that is disruptive, under the influence of drugs or alcohol, or otherwise dangerous in the Association's determination. BLUE STREAM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable action and/or precautions to prevent damage, injury or loss to: (1) all employees on the job and other persons who may be affected thereby, including, without limitation, residents and visitors to the Association's property; and (2) all of BLUE STREAM's materials and equipment to be incorporated therein; BLUE STREAM shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including but not limited to OSHA, bearing on the safety of persons and property and their protection from damage, injury or loss, at Company's sole reasonable cost and expense.

a. BLUE STREAM shall employ a competent construction coordinator and necessary assistants who shall be in attendance as required at the sole discretion of BLUE STREAM at the site during the entire performance of the Work. Important communications, those concerning revising the Contract Documents, shall be confirmed in writing, if necessary. Other communications shall be provided over the phone, in person, or via e-mail.

b. BLUE STREAM shall erect and maintain, as required by existing conditions of the Contract Documents, reasonable safeguards for safety and protection, which may include posting warnings against hazards, using cones and fences. BLUE STREAM shall be solely responsible for traffic control around the work site.

c. BLUE STREAM shall be responsible for continued inspection of the Work already performed to determine that such portions are in proper condition to receive subsequent Work.

d. BLUE STREAM shall remedy or reimburse the affected party for all damage or loss directly caused by BLUE STREAM to any property within ten (10) days of agreement of the value of the damage or loss, including, but not limited to, damage to automobiles, trees, shrubs, fences and grass areas, caused in whole or in part by BLUE STREAM or anyone directly or indirectly employed by BLUE STREAM, including, but not limited to, all subcontractors, or by anyone for whose acts any of them may be liable. BLUE STREAM shall be responsible for any acts and omissions of its employees including with regard to any person's property.

e. BLUE STREAM will insure that all BLUE STREAM equipment has been safely stored on the job site to provide reasonable safety to the employees, residents, members of the Association and visitors to the Association's property.

6. Defective Work. In the event that Association believes that any of BLUE STREAM's completed Work is defective or otherwise not in compliance with the Contract Documents, BLUE STREAM and Association will meet in good faith to review such defective Work to determine the appropriate remedy, if any, for such defective Work. Such defective Work may be remedied by BLUE STREAM removing or replacing the defective Work, or BLUE STREAM performing corrective procedures as necessary to correct such defects, at BLUE STREAM's sole reasonable discretion, cost and expense. The provisions of this paragraph apply to Work performed by subcontractors and sub-subcontractors as well as to Work performed by direct employees of BLUE STREAM.

7. Protection of Property.

a. BLUE STREAM shall take commercially reasonable precautions to prevent and protect the Association's property and all related property and surface structures, including but not limited to, adjacent building surfaces and landscaping (including sod and shrubbery), and all personal property of unit owners, the Association and the Association's members, employees and guests in vicinity of the project site against damage from performance of the Work and at no time shall BLUE STREAM leave the building or any individual residential units open or exposed to interior and exterior damage. BLUE STREAM shall promptly remedy all damage or loss to any property, including but not limited to, the items mentioned above, caused in whole or in part by BLUE STREAM or anyone directly or indirectly employed by BLUE STREAM, including but not limited to, all subcontractors and suppliers or by anyone for whose acts any of them may be liable. BLUE STREAM shall be responsible for any acts or omissions of its employees including with regard to any person's property.

b. BLUE STREAM shall work around all property controlled by the Association and/or owned by its unit owners and guests, including, but not limited to, automobiles, mailboxes, landscaping, concrete structures, fences, concrete valley gutters and concrete curbing. The Association will cooperate with BLUE STREAM by relocating or providing notice to unit owners to relocate, moveable property when such property may interfere with BLUE STREAM's performance of the Work or such removal would otherwise mitigate potential risk of damage to such property. BLUE STREAM shall maintain at all times free, clear and unobstructed ingress and egress to and from the Community.

c. i. BLUE STREAM shall be solely responsible for, and shall register with "Sunshine State One Call of Florida, Inc., a/k/a no cuts" to mark the Community for underground utilities prior to the commencement of any work. However, BLUE STREAM shall not be responsible if underground lines, including but not limited to utility, electrical, communication lines are not properly marked by the State-wide or local organization that is responsible for marking such utility lines or the Association. The Association shall provide information within its possession to BLUE STREAM regarding the location of sprinkler and irrigation lines, including, but not limited to, major equipment, such as pumps, junction boxes and controllers.

ii. The Association in unison with BLUE STREAM, agrees to facilitate a wet check of the Community's sprinkler lines with the assistance of the Community's Maintenance Department or other third party designated by the Association to perform these sprinkler wet checks.

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P
lines

iii. BLUE STREAM shall coordinate the repairs of any damaged utility lines to the extent not properly marked. BLUE STREAM shall be responsible to restore any damage to irrigation lines and major equipment, such as pumps, junction boxes and controllers as soon as reasonably practical (within forty eight hours), or pay to the Association the costs to restore, repair or replace any sprinkler, irrigation lines and/or major equipment, such as pumps, junction boxes and controllers, damaged by BLUE STREAM. In the event the Association with the assistance of the Community's Maintenance Department or other third party designated by the Association fails to identify major equipment, such as pumps, junction boxes and controllers, then while BLUE STREAM shall coordinate the repairs of such items, the Association shall be responsible for the cost of such repairs. If after five (5) days' notice by the Association or its representative to BLUE STREAM or its representative, BLUE STREAM has not repaired any damage to sprinkler or irrigation lines, and all landscaping, roadway improvements or other conditions which existed at the time of the installation, maintenance, or repair to the System, the Association shall have the right to proceed with the correction of such damage at BLUE STREAM's reasonable cost and expense, and BLUE STREAM shall reimburse the Association within five (5) days from the receipt of an invoice from the Association for the costs and expenses incurred by the Association in the correction of such damage caused by BLUE STREAM.

d. In the event of a hurricane or other adverse weather condition or forecasted acts of God, BLUE STREAM shall use commercially reasonable efforts to protect exposed portions of the Work in progress, provided that the Association understands and agrees that BLUE STREAM cannot guarantee protection of exposed portions of the Work in progress during a hurricane, adverse weather conditions or acts of God. BLUE STREAM shall use commercially reasonable efforts to properly secure all BLUE STREAM materials and equipment to avoid damage to the Association's property. The Association shall use commercially reasonable efforts to properly secure all of the Association's equipment and property to avoid damage to BLUE STREAM materials and equipment, provided that BLUE STREAM understands and agrees that the Association cannot guarantee protection of BLUE STREAM's equipment or material during a hurricane, adverse weather conditions or acts of God. Except when attributable to the negligence, willful misconduct or violation of applicable laws of the Association or its agents, subcontractors, or employees, BLUE STREAM is solely responsible for protection of its own equipment including that of any sub-contractors. BLUE STREAM shall be responsible for restoring the premises and repairing any other damage created during the performance of the Work where damage results from any breach of this provision by BLUE STREAM.

e. Except when due to the negligence or willful misconduct of the Association, BLUE STREAM shall protect the Work and affected properties from damage by climate, theft, or vandalism. All Work and storage areas shall be maintained in a commercially reasonable neat/clean condition, provided that the Association has allotted sufficient and securable space at the Association's property for storage of all apparatus. All apparatus removed by BLUE STREAM

during the Work shall be stored on site in a secured location protected from damage by climate, theft or vandalism. All BLUE STREAM removed property shall be reasonably cleaned of dust/grit and shall be returned to their original condition on the date of removal prior to Final Completion, reasonable wear and tear excepted.

8. Subcontractors. All subcontractor(s) employed by BLUE STREAM to perform services herein shall be bound by the terms of this Agreement.

9. Workspace and Storage. BLUE STREAM shall arrange with the Association, and the Association will reasonably cooperate with BLUE STREAM, for working space, space for storage of material and access to the areas where BLUE STREAM will perform the Work. Storage space is available only for materials to be incorporated in the Work and for construction tools and equipment to be used in connection with the Work. BLUE STREAM will be responsible for securing all materials and equipment placed in the staging and storage area and, except when attributable to the negligence, willful misconduct or violation of applicable laws of the Association or its agents, subcontractors or employees, it is the sole responsibility of BLUE STREAM to secure, safeguard and protect its material and operation from damage or theft until installed. All such materials, tools and equipment shall be stored on the site only in those specific areas designated by Association and, if they are stored otherwise, Association shall, upon providing BLUE STREAM with five (5) business days' prior notice to cure, have the right to cause their removal and storage at the reasonable expense of BLUE STREAM. BLUE STREAM shall confine operations at the Work site to areas permitted by law, ordinances, rules and regulations, permits and the Contract Documents shall not unreasonably encumber the Work site or Association's property with materials or equipment.

10. Vehicles and Entry onto the Association's Property. Free, clear and unobstructed egress and ingress with respect to the Association's property shall be maintained by BLUE STREAM when possible. All of BLUE STREAM's vehicles on the Association's property in conjunction with the Work shall be parked primarily in those areas designated by the Association. With respect to any vehicle that is parked in an area other than that designated by the Association, the Association shall, upon providing BLUE STREAM with five (5) business days' prior notice to cure, have the right to have it removed and stored and BLUE STREAM shall indemnify the Association with respect to all reasonable costs incurred as a result thereof. All BLUE STREAM persons on the site in conjunction with the Work shall comply with the Association's reasonable security regulations and requirements, including checkout and identification to the extent that they have been provided to BLUE STREAM in writing prior to commencement of Work and to the extent that the Association provides the personnel needed for such security.

11. Sanitary Facilities. BLUE STREAM shall provide separate temporary sanitary facilities in compliance with laws and regulations. Sanitary facilities shall be kept clean and serviceable. All existing plumbing facilities on the Association's Property shall not be used by BLUE STREAM's employees without the permission of Association. BLUE STREAM shall completely remove temporary facilities when they are no longer required.

12. Cleaning and Disposal During Performance of the Work. BLUE STREAM shall keep the Association's property free from accumulation of waste materials or rubbish caused by its

operations. BLUE STREAM shall remove its provided materials from all finished surfaces and repair or replace defaced or disfigured finishes caused by the Work at no additional cost to the Association. At the completion of each day's work, BLUE STREAM shall remove and take away in a proper and safe manner all its waste materials and rubbish from and about the property and/or building(s) as a result of the Work, as well as its tools, equipment, machinery and surplus materials and return all affected areas of the Association's property to a clean condition. All trash shall be removed daily at the BLUE STREAM's expense. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the project site by BLUE STREAM. After equipment is no longer required for the Work, it shall be promptly removed from the Association's property. If, after five (5) business days written notice from the Association to BLUE STREAM indicating that BLUE STREAM has not diligently proceeded with the clean-up as outlined in this Section, then the Association shall have the right to proceed with the clean-up work at the BLUE STREAM's reasonable cost and expense.

13. Cost of the Work. The consideration for performance of the Work and installation of the System, which shall be performed at the sole cost and expense of BLUE STREAM, shall be as described in the Agreement and all other related documentation. Notwithstanding the foregoing, or anything to the contrary contained herein, BLUE STREAM shall be responsible for all costs associated with (i) BLUE STREAM's labor, materials and equipment; (ii) BLUE STREAM's tools, construction equipment and machinery, water, heat, utilities, transportation; (iii) other BLUE STREAM facilities and services necessary for proper execution of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work; (iv) all applicable sales, union fees, welfare, consumer and use taxes for BLUE STREAMS employees or subcontractors; (v) all impact fees and permit fees, permit runner charges, inspection fees, or any additional governmental fee or cost to satisfy governmental code requirements associated with the performance of BLUE STREAM's Work; (vi) all fees, costs, charges associated with, and/or required by any third party to install and operate the System; and (vii) all insurance premiums to BLUE STREAM's policies required for the performance of Work by BLUE STREAM.

14. Liens. BLUE STREAM will save and keep the buildings and/or Association's property or the land upon which it is situated free from all construction liens and all other liens by sub-contractor, materialmen and suppliers that are associated with the Work performed on behalf of BLUE STREAM. Should there be any claim, claim of lien or lien during or after the BLUE STREAM's completion of the Work, BLUE STREAM agrees to resolve and/or satisfy such claim or claim of lien or otherwise transfer same to bond within fifteen (15) days after filing of such claim. BLUE STREAM agrees that within fifteen (15) days after receiving written demand from the Association, BLUE STREAM will cause any lien to be removed relating to the Work (by payment, bonding or otherwise) and in the event BLUE STREAM shall fail to do so, Association is authorized to take all reasonable means to cause said lien, together with its effect upon the title, to be removed, discharged, satisfied, compromised or dismissed, and the cost thereof, together with reasonable attorneys' fees and costs, shall become immediately due to the Association from BLUE STREAM upon written demand. If BLUE STREAM fails to resolve, satisfy and/or bond any such claims or claims of lien in accordance herewith, then BLUE STREAM shall indemnify and hold the Association harmless from any such claims, claims of lien, actions, suits, liabilities, costs and damages related therein, including, without limitation, all monies that the Association shall pay in satisfying, discharging, bonding or defending against any such claim, claim of lien or

lien, or any action brought or judgment recovered, including all costs and expenses, and reasonable legal fees (including those for appeals), incurred in connection therewith.

15. No Waiver. The Association's review and/or approval for any Work rendered under this Agreement shall not be construed to operate as a waiver of any rights under the Agreement of any cause of action arising out of the performance of the Agreement, and BLUE STREAM shall be and remain liable to Association in accordance with the applicable law for all damages to Association caused by BLUE STREAM's failure to properly perform any portion of the Work furnished under this Agreement. The rights and remedies of the Association provided for under the Agreement are in addition to other rights and remedies provided by law.

16. Diligent Completion of the Work / Time for Performance. BLUE STREAM will use commercially reasonable efforts to pursue diligently and continuously the completion of the Work, and, once having started the Work, will use commercially reasonable efforts to proceed continuously, diligently until completion. Unless otherwise agreed, within reasonable time period after this Agreement is signed by both Parties, BLUE STREAM shall make application for the building permit(s) (if required) for the performance of the Work and shall pursue such application and shall commence the Work upon the permit issuance. The attorney for the Association shall assist the Association in filing a Notice of Commencement. Subject to any mutually agreed upon extensions of the Substantial Completion Date, BLUE STREAM is required to and shall achieve "Substantial Completion" (as set forth in this below) of all the Work in accordance with this Agreement no later than TBD time being of the essence (the "Substantial Completion Date").

17. Punch List. Within fifteen (15) business days following the Substantial Completion Date, the Association's representative and BLUE STREAM shall walk the project to determine whether any "punch list" items remain to be completed. Within fifteen (15) business days following the walk-through, the Association's representative shall prepare and submit a single punch list which shall include any and all items the Association believes, in good faith, are required to be completed or repaired (the "Punch List") and BLUE STREAM, upon reaching agreement with the Association's representative in good faith over the remaining items to be completed, shall complete all such items reasonably necessary to complete the Work in accordance with this Agreement.

18. "Final Completion" shall mean the later to occur of: (a) the completion of all Work under this Agreement and, (b) the completion of the following:

a. all "Punch List" items on the approved Punch List have been fully completed to the reasonable satisfaction of the Association and BLUE STREAM;

b. Satisfactory issuance of a Certificate of Completion by the applicable Code Enforcement Officials for the City of Plantation (if required), along with any and all governmental agencies that may require inspection herein. In the event any inspection by a City Code Enforcement Official or other governmental official reveals defects, then said defect(s) shall be repaired and/or replaced by the Company and re-inspected at BLUE STREAM's sole cost and expense;

c. BLUE STREAM has delivered to Association, its unconditional final release and waiver of lien and final unconditional releases of lien complying with applicable Florida Statutes with respect to any and all subcontractors and suppliers

performing Work and/or supplying materials for the Work, as well as satisfactions of lien for any claims of lien filed on account of the Work or such liens having been transferred to bond by BLUE STREAM, and such other affidavits, waivers and releases provided for under Florida Statutes and as Association and/or its lender may reasonably require in order to assure lien-free completion of all of the Work (including any equitable lien claims);

d. BLUE STREAM has fully cleaned and restored the Work site as set forth herein;

e. all BLUE STREAM provided temporary facilities and utilities are disconnected and removed along with BLUE STREAM's construction tools and similar elements;

f. satisfactory re-installation of all fixtures, if applicable;

g. BLUE STREAM has complied with all other requirements of the Contract Documents.

19. BLUE STREAM shall be responsible for all repairs to the System installed at the Community and any and all required repairs shall be done in a timely and workmanlike fashion. Additionally, BLUE STREAM shall promptly repair and replace or contract for the repair and replacement, as necessary, any damage to the Community, resulting from the operation, maintenance, repair, replacement, or removal of the System (with promptly being defined to mean no later than five (5) business days after the Association's provision of written notice of any such damage).

EXHIBIT C
Bulk Channel Line Up
(Subject to Change)

Core Digital Lineup				Music Channels	
SD/HD	Channel Name	SD/HD	Channel Name	SD/HD	Channel Name
1	Video On Demand (VOD)	53/688	Comedy Central	501	The Chill Lounge
2/602	(2) WPBT - PBS	54	TV Land	502	BROADWAY
4/604	(4) WFOR - CBS	55/695	E! TV	503	Hit List
5/613	(69) WAMI - UniMas	56/697	Travel Channel	504	No Fences
6/606	(6) WTVJ - NBC	57/664	TLC	505	Rock Alternative
7/607	(7) WSVN - FOX	58/702	History Channel	506	Pop Adult
8/603	(33) WBFS - My33	59/689	AMC	507	Pop Classics
9/609	(39) SFL - CW	60/693	Turner Classic Movies	508	Maximum Party
10/610	(10) WPLG - ABC	61/635	Cartoon Network	509	Classic Rock
11/698	QVC	62/662	Animal Planet	510	Urban Beat
12/605	WGEN Mundo Max	63/638	Disney Channel	511	Soul Storm
13/608	(35) WPXM - ION	64	Government Access	512	HIP HOP
14/700	WGN - Chicago	65/668	Bravo	513	Jazz Now
15	(45) WHFT -IND	66	OWN	514	The Blues
16	(42) WXEL - PBS	70/694	Hallmark Channel	515	Gospel
17/611	(17) WLRN - PBS	72/674	Headline News	516	HEAVY METAL
18	C-SPAN	73	EWTN	517	Classic Masters
19	WBEC-TV - Becon	74/667	Food Network	518	Folk Roots
20	TV Guide	75/687	CMT	519	GROOVE: DISCO & FUNK
21/715	Jewelry TV	77	MTV2	520	The Light
22/614	(51) WSCV - Telemundo	78/782	National Geographic	521	Rock
23/612	(23) WLTV - Univision	79/697	Discovery ID	522	Nothin' But 90's
24/634	The Weather Channel	80/706	Hallmark Movies & Myst.	523	Everything 80's
25/725	City Government	81/708	FXX	524	Flashback 70's
26	(22) WSBS - Mega TV	82/658	SEC Network	525	Classic R'n'B & SOUL
27/701	TBS	94/713	Galavision	526	Country Classics
28/663	Discovery Channel	95/707	Esquire Network	527	Easy Listening
29/637	Nickelodeon	96/699	HSN	528	Adult Alternative
30/655	TNT	98/646	NBCSN	529	Alternative Rock Classics
31/631	Fox Sports Sun	99/644	Fox Sports 1	530	Hot Country
32/651	ESPN	133	Cozi TV	531	Smooth Jazz
33/650	ESPN2	141	METV	532	The Spa
35/673	CNN	146	Oxygen	533	Holiday Hits
36/671	CNBC	148	Justice Network	534	Bluegrass
37/675	Fox News	149	Exitos TV	535	Jukebox Oldies
38/656	FS Florida	150	Qubo	536	Jammin
39/645	Golf Channel	151	ION Life	537	Kids Stuff
40/685	MTV	154	Antenna TV	538	Latino Urbano
41/686	VH1	155	ThisTV	539	Latino Tropical
42/696	BET	163	MOVIES!	540	Retro Latino
43/690	Spike TV	166	BOUNCE	541	Todays Latin Pop
44/681	A&E	173	getTV	542	Rock en Espanol
45/643	FX	174	GRIT	543	Romance Latino
46/669	USA Network	175	ESCAPE	544	Alt Country Americana
47/666	HGTV	176	Decades	545	Swinging Standards
48/670	SyFy	350-354	EPL Extra Time	546	Dance Clubbin
49/636	Freeform	355/710	SEC Network ALT	547	Jazz Masters
50/672	MSNBC	97	Community Channel	548	Chamber Music
51/640	Lifetime	301	PPV Events HD	549	Eclectic Electronic
52/692	TruTV	302	PPV Events	550	Y2K

Digital Plus Tier

<u>SD/HD</u>	<u>Channel Name</u>	<u>SD/HD</u>	<u>Channel Name</u>
101/633	Discovery Family	134	Fox Deportes
102/665	Science	135/683	Nat Geo WILD
103	Boomerang	136/714	Univision Deportes
104	American Heros	137	NBC Universo
105/712	Destination America	138/709	GOL TV
106/639	DisneyXD	139	Sprout
108/641	Lifetime Movie Network	140	Cooking Channel
109	Disney Junior	142	GSN
110	Cloot	143/642	CBS Sports
111/703	Vice Land	144/648	Tennis Channel
112/704	FYI	145	Chiller
113	EVINE Live	147	WE
114/677	BBC World News	152	DIY
115/678	BBC America	153/676	Fox Business Network
116/657	BTN	156/705	POP
117/652	ESPN U	158/647	MLB Network
118/653	ESPN News	160/659	beIN Sports
119/654	Fox Sports 2	162/660	YES Network
120	Fox College Sports Atlantic	164	Military History
121	Fox College Sports Central	165	Crime & Investigation
122	Fox College Sports Pacific	167	Discovery Life
124/649	NFL Network	168	QVC Plus
125	Nick Jr	169	Fusion
126	Teen Nick	170	C-SPAN 2
127	Nick Toons	171	C-SPAN 3
128	VH1 Soul	172/711	El Rey
129	MTV Hits	179/679	IFC Channel
130	CMT Pure Country	180/680	Sundance TV
131	VH1 Classic	632	Universal HD
132	FXM	684	Velocity

Exhibit D

Additional Services

All services listed below are subject to change in availability and price and may be dependent upon purchasing underlying services (e.g. premium channels require a Set-Top-Box to be viewed on a TV set.) All prices shown are monthly rates and exclude taxes or other fees.

<u>Retail Rate Upgrades</u>	
Equipment	
HD Set-Top-Box	\$9.99
Digital Tiers	
Sports Tier	\$10.95
Spanish Language Tier	\$11.95
TV Globo	\$19.95
Premium Packages	
HBO	\$19.95
Showtime	\$10.95
Cinemax	\$10.00
Starz & Encore	\$19.90
Encore Only	\$5.95
Phone Service	
Unlimited Calling	\$19.95
Internet Services Upgrades	
Up to 600Mbps/ 600Mbps	\$25.00
Up to 1Gbps/ 1Gbps	\$35.00