

CONFIDENTIAL
TELECOMMUNICATION SERVICES AGREEMENT
BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC.

This TELECOMMUNICATIONS SERVICES AGREEMENT (hereinafter, referred to as the "Agreement") is made and entered into as of June 30, 2021, by and between the Parties, BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC. (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, Digital Phone and other telecommunications services to be provided in the future (hereinafter, collectively referred to as the "Services") to the units at the property, listed directly below, on a bulk rate basis and on a retail rate basis; and

WHEREAS, the Association was formed to manage and operate the common areas of Bell Tower Park Property Owners' Association which provides various services to the 478 unit community, located at 5050 Bell Tower Park Blvd, Fort Myers, FL 33912 (hereinafter referred to as the "Community"); and

WHEREAS, the Association is desirous of contracting with 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. The Association hereby grants BLUE STREAM the right of access to, across, under and over the Community as necessary or desirable during normal business hours for the installation, operation, maintenance, repair, upgrade, sales, marketing and disconnections of a telecommunications system (hereinafter, referred to as the "System") within and for all of the units of the Community. The System shall include, but is not limited to, coaxial cables, fiber optic lines, including fiber-to-the-home wiring and connections consistent with prevalent industry standards and practices for installing fiber optic cabling to each unit, and other internal wiring, amplifiers, converters, pedestals and all other equipment necessary for the provision of the Services to the units within the Community. The Association shall provide BLUE STREAM access to the Community in order for BLUE STREAM to conduct emergency repairs and/or maintenance in order to cure any type of Services outage experienced at the Community at any time necessary.

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

2. OWNERSHIP OF SYSTEM BY BLUE STREAM

BLUE STREAM shall own (except as hereinafter provided), install, repair and maintain the System in good working condition 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. Should this Agreement not be renewed after its expiration, BLUE STREAM shall continue to have full ownership of all portions of the System installed within the Community, with the exception of in-unit wiring. After termination of this Agreement, BLUE STREAM may continue to utilize all portions of the System, including in-unit wiring, should any resident within the Community desire to continue to receive BLUE STREAM's Services. BLUE STREAM, at its sole cost and expense, shall obtain all necessary permits, licenses and approvals in connection with its installation and operation of the System. Moreover, BLUE STREAM shall commence acquiring any necessary permits or licenses and shall start work for the installation of the System immediately upon execution of this Agreement.

3. TERM

A. The Term of this Agreement shall be for Eight (8) years, effective as of December 1, 2021, or the date that the System is activated and providing Bulk Services to all of the units of the Community, whichever is later (the "Effective Date"). This Agreement shall automatically renew for a period of two (2) years 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 completed the installation of the System and is not providing Services to each Unit by December 1, 2021, and if the current bulk provider will not extend the existing bulk services on a month-to-month basis, then BLUE STREAM shall pay to the Association the difference between the bulk rate that the Community pays to its current provider for its current bulk services and the retail rate for those services.

4. INSTALLATION AND MAINTENANCE OF THE SYSTEM

A. BLUE STREAM agrees to provide all labor, materials and equipment needed to operate, design, install, upgrade, repair and/or maintain the System at the Community. 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. BLUE STREAM shall supervise and direct all work performed under this Agreement (the "Work"), using its best skill and attention and it shall be solely responsible for all means, methods, techniques, sequences and procedures employed in performing the Work and for coordinating all portions of the Work under this Agreement. BLUE STREAM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. BLUE STREAM shall take all reasonable protection to prevent damage, injury or loss. BLUE STREAM shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. BLUE STREAM shall be responsible to the Association for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with BLUE STREAM, including with regard to injury or

damages to any persons or property. All fiber optic lines buried throughout the Community shall be enclosed in PVC conduit. All above ground lines, cables and equipment shall be concealed by material suitable for such purpose, which is aesthetically consistent with the Community and meets the approval of the Association.

B. Installation of all portions of the System shall be in accordance with plans, schedules and specifications approved in writing by the Association's Project Committee prior to any such installation; 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.

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 minimum service and performance levels for the Term of this Agreement. The Association shall have a right to audit the achievement of this service and performance level upon written request (including e-mail). 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 and performance levels; in that case, the audit may occur once every thirty (30) days until the service and performance levels are achieved. The audit will be conducted via a service 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, then BLUE STREAM will be assessed a penalty equal to five percent (5%) of the monthly total cost of Bulk Services, excluding taxes and government fees, up to a maximum penalty of Ten Thousand Dollars (\$10,000.00) 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 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 residents who have lost a Service (e.g., Internet and/or video Services are unavailable) on the same business day or the next business day (Monday through Saturday) so long as the resident calls BLUE STREAM by noon eastern time. BLUE STREAM shall offer same business day or the next business day (Monday through Saturday) so long as the resident calls BLUE STREAM by noon eastern time for Resident Upgrade appointments that require a technician for the first 24 months. BLUE STREAM shall perform to this standard 90% of the time when measured over a 30-day period.

iii. The maximum level of throughput rate set forth in Section 5.A.2., at which the 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 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 System. 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, computer configurations, Internet and BLUE STREAM's System congestion, time of day and the accessed website servers, among other factors.

3. For any System-wide outage (all units within the Community) that lasts longer than twenty-four (24) hours, the Association will be provided with a credit equal to 1 day of billing for the Bulk Services at the then current rate. This credit excludes 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 twenty-four (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 four (4) days per year on mutually agreed to times and dates. The Association shall 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 assist residents with questions about their Services or billing as well as schedule in-unit service appointments.

D. 1. **Optical Network Terminal ("ONT Placement"):** BLUE STREAM shall use commercially reasonable efforts to install fiber optic cables to connect the ONT to the System. The ONT will most commonly be located near the existing telecommunications conduit or along an exterior wall. The fiber will utilize the existing conduit that runs from the exterior into the unit. If conduit is not available BLUE STREAM shall use a side wall penetration technique. This installation point shall be referred to as the "Demarc." BLUE STREAM shall attempt accommodate the resident's preferred location for the Demarc so long as it conforms to the installation requirements noted above. BLUE STREAM shall have the final choice of location to ensure a proper wireless signal. 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. **ONT Power:** 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 ONT has power to operate. Should a unit owner or resident request a different location than the one chosen by BLUE STREAM, then any cost associated with modifying the location of the ONT will be paid for by the unit owner or resident and any required wireless repeater will then be rented from BLUE STREAM at its then current price.

3. **ONT:** ONTs require a 120-volt AC outlet to power them. BLUE STREAM will choose a Demarc location located at the existing utility pedestal. The network may be extended from that location to each unit by use of an approved and undamaged coaxial cable. Should a unit owner or resident request a different location than the one chosen by BLUE STREAM, then any cost associated with modifying the location of the ONT will be paid for by the unit owner or resident and any required wireless repeater will then be rented from BLUE STREAM at its then current price.

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

5. **Set-Top-Boxes:** BLUE STREAM will use set-top-boxes that have a wireless and wired connection. BLUE STREAM will hardwire each wireless set top box for reliability and backhaul to the ONT using MOCA technology to reach the residents' desired placement of the Set Top Box. The set-top-boxes will utilize the existing coaxial wiring in the home. Should the condition of the in-unit wiring require repair or replacement at the time of the Community's initial installation then BLUE STREAM will repair or replace the in-unit wiring utilizing a base board tack method to existing outlets. If the set-top-box location is not within three (3) feet of an existing coaxial outlet, any extension of the coaxial wiring to connect to the set-top-box will be done via a baseboard tack. Custom installation option: If a unit owner or resident requests that the coaxial wire be run through the walls or ceiling (commonly known as a "wallfish"), BLUE STREAM will perform such installation and the unit owner or resident will be responsible for payment of the custom installation.

6. **Distribution Wiring:** Distribution Wiring includes the wiring, hubs, repeaters, amplifiers, termination boxes and all other equipment necessary to transmit the Services. The Distribution Wiring originates at that certain point where BLUE STREAM's facilities enter the Community through conduit connecting to the building and interconnect to the in-unit wiring at the Demarc for each unit. The Association hereby grants to BLUE STREAM the right to install the Distribution Wiring through such conduit as necessary to provide the Services. BLUE STREAM shall have exclusive ownership of, and exclusive access and right to install, operate, inspect, alter, improve, upgrade, rebuild, add to, disconnect, replace, remove, repair, market and maintain (collectively, "use rights"), the Distribution Wiring installed by BLUE STREAM on the Property. To exercise these exclusive ownership, access and use rights, BLUE STREAM shall be granted an easement, attached hereto as Exhibit A, for all Distribution Wiring and equipment. BLUE STREAM agreed to provide fiber optic wiring throughout the backbone main distribution lines to the in-unit Demarc.

7. **Hub Equipment and Locations.** Consistent with the installation plan approved by the Association, previously agreed to as a fiber optic network solution, the Association shall permit BLUE STREAM to install, assemble and construct all equipment, communication facilities and materials necessary to provide the Services to the Property (the "Equipment"). All Equipment installed at the Community to provide the Services shall be and remain at all times the personal property of BLUE STREAM. The Association hereby authorizes BLUE STREAM to use

such locations on the Community as necessary for the installation of cabling, Distributed Antennae Systems ("DAS"), wiring, fiber optics, transmitters, microwave equipment, computers, routers, switches, battery backup, hubs, concentrators, dishes and any and all other Equipment as required by BLUE STREAM. BLUE STREAM shall be given the use of a room at the Community (the "Communications Room") plus necessary space within the telecommunication spaces, rooms, or closets in common area buildings, as applicable based on the System Design for the Community (the "Communications Closets"). BLUE STREAM shall have the free use of the Communications Room at the Clubhouse Grassy Area and shall have the right to secure such locations by lock and key. The Association shall not have the right of unsupervised access to BLUE STREAM's Equipment in the Communications Room and Communication Closets, except in the case of emergency, in which case the Association shall have the right to use such keys and to access BLUE STREAM's Equipment without first notifying BLUE STREAM and without BLUE STREAM's personnel being present; *provided, however*, that Association's unsupervised access to BLUE STREAM's Equipment shall be only for so long and to the extent necessitated by the emergency. The Association shall notify BLUE STREAM of the unsupervised access as soon as possible after gaining said access to BLUE STREAM's Equipment under this Section.

All construction, permits and maintenance expenses associated with the operation of BLUE STREAM's Equipment in the Communications Room and Communication Closets shall be BLUE STREAM's responsibility. BLUE STREAM will add air conditioning to the Communications Room at BLUE STREAM's expense, which notwithstanding any other provision in this Agreement, shall remain the personal property of BLUE STREAM. BLUE STREAM will commence no construction until all required permits are obtained by BLUE STREAM to work in the Communications Room.

E. 1. BLUE STREAM shall be responsible for the restoration of the property to the condition of the property at the time of BLUE STREAM's installation, maintenance or repair, including but not limited to, restoration to any and all landscaping, roadway improvements or other conditions which existed at the time of the installation, maintenance or repair to the System. In the event BLUE STREAM fails to repair and/or replace any damage to the property resulting from the operation, maintenance or repair of the System after a thirty (30) day written notice from the Association, the Association may undertake the necessary repairs and/or replacement of such damage to the property, and BLUE STREAM will be responsible to reimburse the Association for any such costs within thirty (30) days of receipt of a written invoice from the Association. However, BLUE STREAM shall not be responsible if underground lines, including but not limited to utility, electrical, communication lines and sprinkler system pipes are not properly marked by the State-wide or local organization that is responsible for marking such utility lines or the Association. BLUE STREAM will repair all marked lawn irrigation pipes sprinkler heads at its expense, but will not repair major irrigation equipment, such as pumps, junction boxes and controllers. BLUE STREAM shall maintain at all times free, clear and unobstructed ingress and egress to and from the Community. BLUE STREAM agrees to work with the Association Maintenance personnel to perform a wet check of the irrigations lines and irrigation system throughout the property to mark the sprinkler heads with flags.

2. BLUE STREAM shall cause no waste to the Community or adjoining property in the performance of this Agreement and at all times shall keep the Community free

from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, BLUE STREAM shall remove all its waste materials and rubbish from and about the Community as well as its tools, equipment, machinery and surplus materials and return all affected areas of the Community to a broom clean condition. If after thirty (30) days' notice by the Association or its representative to BLUE STREAM or its representative, BLUE STREAM has not diligently proceeded with the clean-up as outlined in this Paragraph, the Association shall have the right to proceed with the clean-up at BLUE STREAM's reasonable cost and expense, and the Association may invoice BLUE STREAM for effecting such clean-up or deduct any such reasonable costs and expenses incurred by the Association in effecting such clean-up from any amounts owed to BLUE STREAM.

F. The Association shall be responsible for any damage to the System caused by the negligence of the Association, its agents or employees or any resident of the Community. The Association shall hold harmless and indemnify BLUE STREAM from and against any and all losses or damages (including reasonable attorneys' fees) solely arising from or with respect to (a) any negligent act or negligent omission of the Association, its agents or employees or any resident 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.

5. BULK SERVICES AND RATE

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

1. Digital Plus Programming with music channels and HD Service (*See Exhibit B, attached hereto*);
2. Two (2) TiVo Set-Top-Boxes;
3. Network DVR with storage for up to 100 hours of recording per Unit;
4. ONT to support Services;
5. HD Service;

B. BLUE STREAM shall provide Internet Service of up to 1Gbps symmetrical internet (meaning, both download and upload data speeds of up to 1Gbps) and a Wireless ONT.

C. 1. BLUE STREAM will provide a bulk rate to the Association for the Services set forth in Section 5.A. and B. directly above to each unit within the Community at a rate of \$63.95 per unit per month inclusive of all surcharges (exclusive of all applicable governmental taxes and fees).

2. On the first annual anniversary of this Agreement, which shall be December 1, 2022 or such other later date that Services are activated at the Community, BLUE STREAM may increase the monthly bulk rate for the Services commencing on each anniversary, but never more than once in any calendar year, and by no more than four percent (4%) after providing the Association with at least thirty (30) days' written notice and setting forth the amount and effective date of the increase. Notwithstanding the foregoing, the rate for any Service shall never exceed the amount paid by BLUE STREAM customers for substantially the same service offered on an

individual basis instead of through a bulk contract, including, but not limited to, any promotional rates offered by BLUE STREAM on an individual basis.

D. During the Term of this Agreement, BLUE STREAM shall invoice the Association for all Services currently being provided to all 478 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 all Services from the units within the Community. The Association shall not be responsible for the billing and collection of fees for any Services subscribed to and received by individual units within the Community other than those Services set forth in Section 5.A. above.

E. **Video Services Removal.** The Association may request to remove the Cable Television Services selected in Section 5.A on or after December 1, 2022. If the Association exercises this option, the rate charged for bulk Services at that time will be reduced by twenty dollars (\$20) per unit per month and the annual rate increases shall be reduced to two percent (2%) plus thereafter through the term of the Agreement. The annual rate increase reduction will only occur if the Association elects to remove Cable Television Services.

F. **Product Preservation.** If the Cable Television Services are removed (*See* Section 5.D., directly above), the Association agrees that it will **not** enter into a bulk video agreement with another provider until the termination of this Agreement.

G. **Evaluation of Service Options.** Every two (2) years during the term of this Agreement, BLUE STREAM shall review the level of Services provided for herein, and BLUE STREAM shall provide the Association with a report that details any current technology and/or upgraded services beyond the Services described herein that may be available to the Association or that are already being provided by BLUE STREAM to BLUE STREAM customers in Lee County, Florida. If a bi-annual report concludes that more current technology and/or upgraded services are being provided by BLUE STREAM to other customers located in Lee County, then, if technically and financially feasible, Company shall agree to provide said similar technology and/or upgraded services to Association without increasing the Association's monthly Service rate. More current technology includes, without limitation, internet protocol television and enhanced cable boxes.

6. **ADDITIONAL SERVICES FOR UNITS**

Each unit within the Community shall be able to subscribe to BLUE STREAM's Additional Services as outlined below. Any price listed below is exclusive of all applicable fees, equipment, and taxes and is subject to change, unless otherwise noted. BLUE STREAM will individually bill any unit owner or resident who subscribes to and receives any of the Additional Services set forth above.

A. **Blue Stream Digital Phone ("Phone Service") Service - \$19.95/month plus taxes** 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, unless BLUE STREAM incurs costs for this Service that increase by more than five percent (5%).

B. Unit owners and residents may also subscribe to the Additional Services as set forth

in Exhibit C, attached hereto. The Additional Services listed in Exhibit C are not an exhaustive list of all 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 television set). One Set-Top-Box is provided to the resident as part of this Agreement. If a resident wants to receive other than basic channels on other television sets they must purchase additional Set-Top-Box for each additional television subject to retail pricing outlined in Exhibit C.

7. SERVICES PROVIDED TO THE COMMUNITY

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

A.

1. Gate houses, club house, annex, Andre Lane Gate and Avon Park Pool with wired as well as wireless Internet ONT locations with wired connections having internet speeds up to 1Gbps download and 1Gbps upload speeds
2. Digital Core, music channels and HD service in the office, gym, clubhouse and annex
3. Wi-Fi in gym, and all pool areas

B. 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.

C. 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.

D. 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 THE ASSOCIATION

A. BLUE STREAM will make a one-time payment to the Association in the amount of Forty-Seven Thousand Eight Hundred Dollars (\$47,800 -- \$100 per unit x 478 total units) using the following payment terms: Thirty (30) days after receipt of the ratification notice, BLUE STREAM shall pay fifty percent (50%) of the door fee amount equaling Twenty-Three Thousand Nine Hundred Dollars (\$23,900.00) to the Association. The remaining fifty percent (50%), shall be paid thirty (30) days after installation of the System, but not before December 1, 2021. The Association shall submit a completed W-9 form to BLUE STREAM for each payment.

B. Should this Agreement not be ratified in accordance with Florida Statutes Section. 720.309(2)(a)/718.112, then BLUE STREAM shall not be liable to the Association for the payment referenced in the Subparagraph directly above and the Association shall have no liability to BLUE STREAM, except for the reimbursement for all costs and expenses, including but not limited to permitting, design of system, equipment and labor, incurred by BLUE STREAM in installing the

System and all monies paid to the Association as set forth in 8.A., directly above. This payment shall be made to BLUE STREAM within sixty (60) days from the submission of invoices and statements of same to the Association.

9. SALES AND MARKETING PRIVILEGES

The Association agrees to grant BLUE STREAM, its agents and employees exclusive sales and marketing rights for Cable Television Services for the Term of this Agreement, 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. In addition, and if applicable, the Association will allow BLUE STREAM to exhibit space at all Community events held within the Community. If BLUE STREAM installs WiFi access points at the Premises, BLUE STREAM may promote the Premises as a WiFi access point in all forms of media, and shall have exclusive right to market the provision of WiFi at the Premises. BLUE STREAM shall seek the approval of the Association to perform any of the marketing activities described in this paragraph, and such approval shall not be unreasonably withheld.

10. REPRESENTATIONS AND WARRANTIES

A. The Association represents and warrants that it is the proper entity that operates and manages the common area within the Community, and as such is authorized to enter into and perform all obligations set forth under this Agreement. Further, 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 Lee 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 deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested or sent by a nationally recognized overnight delivery service 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@qpwbllaw.com

To the Association: BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION,
INC.
5050 Bell Tower Park Blvd
Fort Myers, FL 33912

with a Copy to: CARDINAL MANAGEMENT GROUP OF FLORIDA, INC.
4670 CARDINAL WAY STE 302
NAPLES, FL 34112

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.

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 718/720, Fla. Stat., including those requirements permitting inspection and copying of Association records by unit owners or unit owners' representatives, as defined in Chapter 718/720, Fla. Stat. This Agreement is an association record. 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 718/720, Fla.Stat., to inspect and copy Association official records. The Association shall advise said unit owner or unit owner's representative that the Parties hereto have agreed to keep the terms of this Agreement Confidential but 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 delivered via United States Postal Service, in person, or via overnight courier of the default from the other Party.

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

The choice of one remedy provided under this Agreement shall not preclude the choice of other remedies.

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, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storm, hurricanes, lightning, other similar catastrophes, or other causes beyond BLUE STREAM's control. BLUE STREAM hereby acknowledges that neither supply chain shortage or disruption nor labor shortage or disruption shall be deemed Force Majeure in connection with BLUE STREAM'S obligations to: (i) install the entire System on or before December 1, 2021 in accordance with Section 3C herein; (ii) meet the service and performance levels specified in Section 4 herein; or (iii) provide the Services listed in Sections 5A and 5B herein to all units subject to the service and performance levels specified in Section 4 herein.

16. INDEMNIFICATION

BLUE STREAM and the Association agree to indemnify and hold each other, as well as each other's directors, officers, employees, independent contractors, and insurers, harmless against any and all loss and expense including attorneys' fees and court costs by reason of liability imposed or claimed to be imposed by law upon either Party, or either Party's directors, officers, employees, independent contractors, and insurers, for damages because of personal injuries, including death, or on account of damage to property sustained by any person or persons arising out of, in whole or in part, the negligence or any other ground of legal liability (including violations of any duty imposed by a statute, ordinance or regulation) as a result of the actions of the other Party, its subcontractors, employees, or agent or any of them or any other person or organization upon whom such duty is imposed. Concerning the foregoing and notwithstanding any possible interpretation to the contrary:

A. 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 caused or contributed to 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; and

B. Similarly, BLUE STREAM shall not have any duty to indemnify or hold the Association or the Association's directors, officers, employees, independent contractors, and insurers harmless pursuant to this Section 16 unless BLUE STREAM'S negligence or other basis of legal liability caused or contributed to a claim against the Association or the Association'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

Upon execution of this Agreement, BLUE STREAM agrees to furnish 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 an additional named insured and certificate holder on the foregoing BLUE STREAM insurance. Cancellation of the insurance required for BLUE STREAM to maintain under this Agreement shall be considered a material breach of this Agreement. At no time shall BLUE STREAM allow any of its employees, contractors, sub-contractors, sub-subcontractors, suppliers and agents onto the Association's real property without said person or persons having workers' compensation coverage.

18. LEGAL ACTION

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 Lee County, Florida. Additionally, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, including attorneys' fees and costs, taxable or otherwise, at trial and through any and all court proceedings, including but not limited to, any and all attorney's fees incurred for appeals, court costs and expenses.

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.

**PARK PROPERTY OWNERS'
ASSOCIATION, INC.**

Sign: 

Print Name: Steven Cleveland

Title: Association President

Date: June 30, 2021

BLUE STREAM COMMUNICATIONS, LLC

Sign: 

Print Name: Joseph Canavan

Title: CEO

Date: July 19, 21

EXHIBIT A

GRANT OF EASEMENT

THIS **GRANT OF EASEMENT** is made and is effective as of June 30, 2021, by and between BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, 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.** Association's property, known as 5050 Bell Tower Park Blvd, Fort Myers, FL 33912 including the improvements thereon (the "Property") is located at the street address of 5050 Bell Tower Park Blvd, Fort Myers, FL 33912 with a legal description 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 not run with the land and shall not be appurtenant to the land, but 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

BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC.

Print Name: Joseph Canavan
 Title: CEO
 Address: 12409 NW 35 Street,
 Coral Springs, FL 33065
 Telephone: (954) 753- 0100
 Facsimile: (954) 345-8164

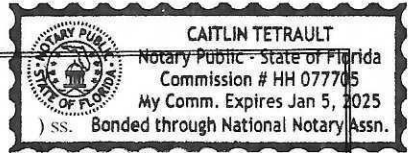
Print Name: Steven Cleveland
 Title: Association President
 Address: 5100 Bell Tower Park Blvd
 Fort Myers, FL 33912
 Telephone: (239) 774-0723 EXT 220
 Facsimile: None

STATE OF FLORIDA)
) ss.
 COUNTY OF BROWARD)

This instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of June, 2021, by Joseph Canavan, as CEO of Blue Stream Communications, LLC, who is personally known to me or who has produced _____ as identification.

WITNESSES
Michelle Ballantyne
 Printed Name
[Signature]
 Witness Signature
Kim Reina
 Printed Name
[Signature]
 Witness Signature

Given under my hand and seal of office, Denise Indell
 Notary Public - State of Florida
 Commission # HH 015932
 My Comm. Expires Jun 29, 2024
 Bonded through National Notary Assn.



STATE OF FLORIDA)
) ss.
 COUNTY OF Lee)

This instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of JUNE, 2021, by Steve Cleveland, as President of BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC., who is personally known to me or who has produced Drivers License as identification.

WITNESSES
George Eckhardt
 Printed Name
[Signature]
 Witness Signature
Vincent Vaccarino
 Printed Name
[Signature]
 Witness Signature

Given under my hand and seal of office.

[Seal]	Title

CA

Notary Public
My commission expires: 1-5-2025

[Seal]	Title
	CAITLIN TETRAULT Notary Public - State of Florida Commission # RH 077705 My Comm. Expires Jan 5, 2025 Bonded through National Notary Assn.

EXHIBIT "A"

BELL TOWER PARK

A PARCEL OF LAND BEING A PART OF THE NORTH ½ OF SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE N89°09'20"E ALONG THE NORTH LINE OF THE NORTH ½ OF THE NORTH ½ OF SAID SECTION 25, A DISTANCE OF 683.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°09'20"E ALONG SAID NORTH LINE, A DISTANCE OF 4437.34 FEET TO THE SOUTHEAST CORNER OF CAMELOT SUBDIVISION AS RECORDED IN PLAT BOOK 29, PAGE 137 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE ABANDONED SEABOARD AIR LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED BOOK 111, PAGE 146 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S00°39'12"E ALONG SAID WESTERLY LINE, A DISTANCE OF 1324.29 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH ½ OF THE NORTH ½ OF SECTION 25; THENCE S89°09'20"W ALONG SAID SOUTH LINE, A DISTANCE OF 4192.79 FEET; THENCE S00°50'40"E, A DISTANCE OF 2.00 FEET; THENCE S89°09'20"W, A DISTANCE OF 172.94 FEET; THENCE S00°49'50"E, A DISTANCE OF 290.12 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ANDREA LANE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1249, PAGE 733, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S87°08'16"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 74.05 FEET; THENCE N00°49'50"W, A DISTANCE OF 374.95 FEET; THENCE S89°10'10"W, A DISTANCE OF 600.81 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TAMIAMI TRAIL (STATE ROAD 45) AND BEING 83 FEET FROM THE CENTERLINE; THENCE N00°30'06"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 114.00 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3054, PAGE 2652 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N89°10'10"E ALONG SAID SOUTH LINE, A DISTANCE OF 600.16 FEET TO A POINT ON A LINE PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE OF TAMIAMI TRAIL (STATE ROAD 45); THENCE N00°30'06"W ALONG SAID PARALLEL LINE, A DISTANCE OF 1130.08 FEET TO THE POINT OF BEGINNING, CONTAINING 137.03 ACRES, MORE OR LESS.

EXHIBIT "A-1"

BELL TOWER PARK, SECTION ONE

A PARCEL OF LAND BEING A PART OF THE NORTH ½ OF SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

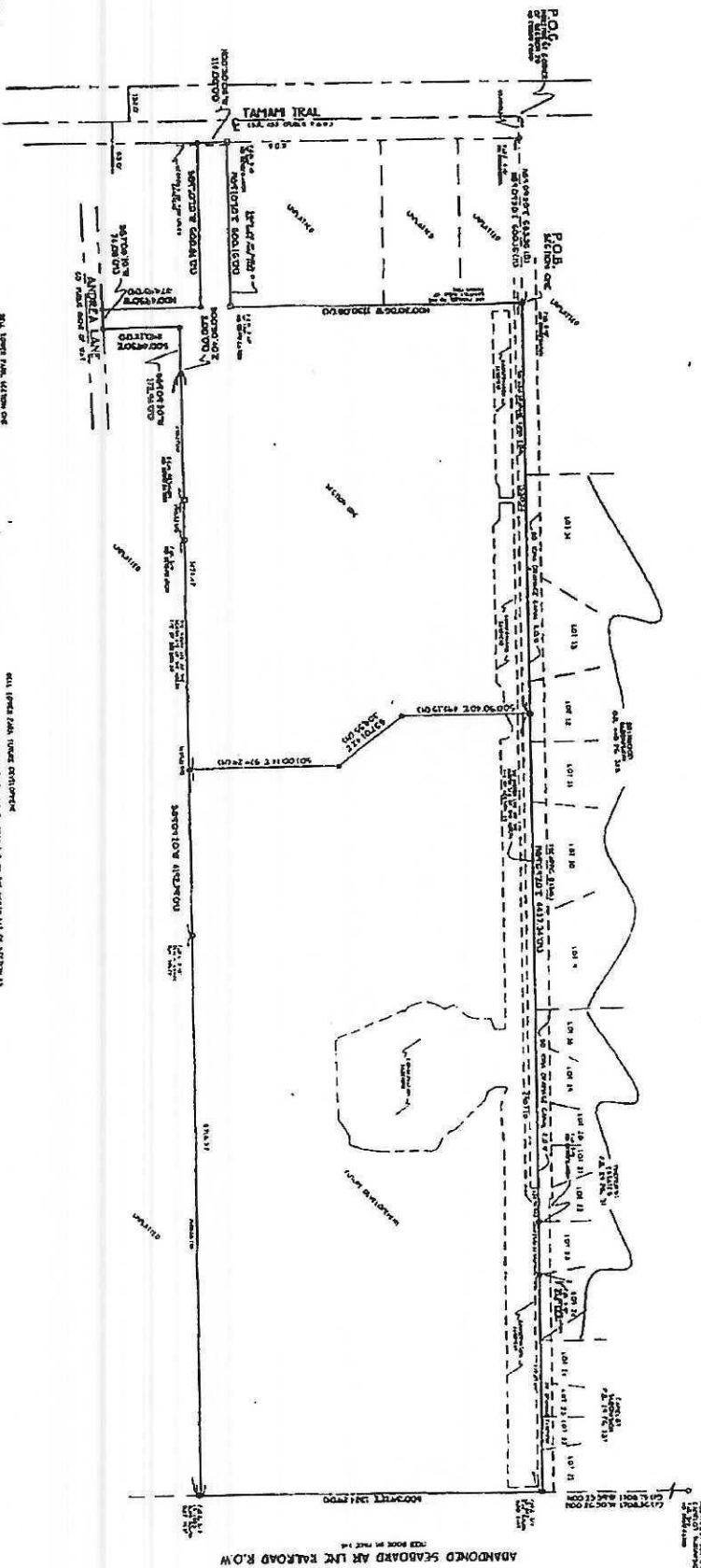
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE N89°09'20"E ALONG THE NORTH LINE OF THE NORTH ½ OF THE NORTH ½ OF SAID SECTION 25, A DISTANCE OF 683.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°09'20"E ALONG SAID NORTH LINE, A DISTANCE OF 1530.24 FEET; THENCE S00°50'40"E ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 495.15 FEET TO AN ANGLE POINT; THENCE S37°01'42"E, A DISTANCE OF 309.55 FEET TO AN ANGLE POINT; THENCE S01°00'14"E, A DISTANCE OF 579.29 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH ½ OF THE NORTH ½ OF SECTION 25; THENCE S89°09'20"W ALONG SAID SOUTH LINE, A DISTANCE OF 1474.47 FEET; THENCE S00°50'40"E, A DISTANCE OF 2.00 FEET; THENCE S89°09'20"W, A DISTANCE OF 172.94 FEET; THENCE S00°49'50"E, A DISTANCE OF 290.12 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ANDREA LANE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1249, PAGE 733, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S87°08'16"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 74.05 FEET; THENCE N00°49'50"W, A DISTANCE OF 374.95 FEET; THENCE S89°10'10"W, A DISTANCE OF 600.81 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TAMiami TRAIL (STATE ROAD 45) AND BEING 83 FEET FROM THE CENTERLINE; THENCE N00°30'06"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 114.00 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3054, PAGE 2652 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N89°10'10"E ALONG SAID SOUTH LINE, A DISTANCE OF 600.16 FEET TO A POINT ON A LINE PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE OF TAMiami TRAIL (STATE ROAD 45); THENCE N00°30'06"W ALONG SAID PARALLEL LINE, A DISTANCE OF 1130.08 FEET TO THE POINT OF BEGINNING. CONTAINING 51.68 ACRES, MORE OR LESS.

BELL TOWER PARK
 LYING IN
 SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
 LEE COUNTY, FLORIDA

CONDO PLAT BOOK PAGE
 SHEET 1 OF 1

PREPARED BY
MORRIS - DEBEW ASSOCIATES, INC.
 10000 W. UNIVERSITY BLVD., SUITE 200
 FORT LAUDERDALE, FLORIDA 33324-3000
 TEL: (305) 461-1111 FAX: (305) 461-1112

LEGEND
 1. PLANNED UNIT DEVELOPMENT
 2. COMMON AREAS
 3. RESERVED AREAS
 4. EXISTING IMPROVEMENTS
 5. EXISTING UTILITIES
 6. EXISTING EASEMENTS
 7. EXISTING RIGHTS OF WAY
 8. EXISTING SURVEY DATA
 9. EXISTING RECORDS
 10. EXISTING RECORDS



ALL TOWER PARK UNITS:
 A. Each unit shall be a minimum of 1,000 square feet of finished floor area.
 B. Each unit shall have a minimum of 100 square feet of outdoor living space.
 C. Each unit shall have a minimum of 100 square feet of storage space.
 D. Each unit shall have a minimum of 100 square feet of parking space.
 E. Each unit shall have a minimum of 100 square feet of common area.
 F. Each unit shall have a minimum of 100 square feet of reserved area.
 G. Each unit shall have a minimum of 100 square feet of easement.
 H. Each unit shall have a minimum of 100 square feet of right of way.
 I. Each unit shall have a minimum of 100 square feet of existing survey data.
 J. Each unit shall have a minimum of 100 square feet of existing records.

ALL TOWER PARK UNITS:
 A. Each unit shall be a minimum of 1,000 square feet of finished floor area.
 B. Each unit shall have a minimum of 100 square feet of outdoor living space.
 C. Each unit shall have a minimum of 100 square feet of storage space.
 D. Each unit shall have a minimum of 100 square feet of parking space.
 E. Each unit shall have a minimum of 100 square feet of common area.
 F. Each unit shall have a minimum of 100 square feet of reserved area.
 G. Each unit shall have a minimum of 100 square feet of easement.
 H. Each unit shall have a minimum of 100 square feet of right of way.
 I. Each unit shall have a minimum of 100 square feet of existing survey data.
 J. Each unit shall have a minimum of 100 square feet of existing records.

VERIFICATION CERTIFICATE OF SUBMITTAL COMPLETENESS:
 I, the undersigned, being duly sworn, depose and say that the information contained herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed Professional Engineer and Architect.
 Signature: [Signature]
 Title: Professional Engineer and Architect

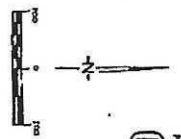


EXHIBIT B
BULK CHANNEL LINE UP
 (Subject to Change)

INCLUDED CHANNELS		
Digital Core Lineup		Digital Musical Channels
Channel Name	Channel Name	Channel Name
A&E	HSN	Adult Alternative
ABC-WZVN	Investigation Discovery	Alt Country/Americana
AMC	Jewelry TV	Bluegrass
Animal Planet	Kids-WGCU*	Broadway
Azteca-WANA	Laff-WFTX*	Chamber Music
Bally Sports Florida	Lifenme	Christian Pop Rock
Bally Sports Sun	LMN	Classic Masters
BET	MeTV-WZVN*	Classic R&B Soul
Bravo	Motor Trend	Classic Rock
Cartoon/Adult Swim	MSNBC	Country Classics
CBS-WINK	MTV	Dance Chubb
CMT	MTV2*	Easy Listening
CNBC	My TV	Eclectic Electronic
CNN	National Geographic	Everything 80's
Comedy Central	NBC News 2 Now/Heroes & Icons*	Flashback 70's
Court TV Mystery	NBCSN	Folk Roots
Create-WGCU*	NBC-WBBH	Gospel
CSPAN*	News Nation	Groove Disco and Funk
CTN-WRXY	Nickelodeon	Heavy Metal
CW-WXCW	OWN*	Hip Hop
Discovery Channel	Oxygen	Hip Hop/R&B
Disney Channel	Paramount Network	Hit List
E!	PBS-WGCU	Holiday Hits
ESPN	QVC	Hot Country
ESPN2	SEC Alternate	Jamm
Estrella TV	SEC Network	Jazz Masters
EWTN*	Syfy	Jazz Now
Food Network	TBN	Jukebox Oldies
FOX Business Network	TBS	Kids Stuff
FOX News	TCM	Latino Tropica
FOX-WFTX	Telemundo	Latino Urbans
Freeform	Tennis Channel	Maximum Party
FS1	The Florida Channel-WGCU*	No Fences
FX	The Weather Channel	Nothin but '90s
FXM*	TLC	Pop Adult
FXX	TNT	Popular Classical
Galavision	Travel Channel	Retro Latino
Golf Channel	TruTV	Rock
Grit-WFTX*	TUDN	Rock Alternative
Hallmark Channel	TV Land*	Rock Classics
Hallmark Drama	UniMas - WUVF	Rock En Espanol
Hallmark Movies & Mysteries	Unviston -WUVF	Romance Latino
HGTV	USA	Smooth Jazz
History	VH1	Soul Storm
HLN	WE TV*	Swinging Standards
	World-WGCU*	The Blues
		The Chill Lounge
		The Spa
		Today's Latin Pop
		Y2k

Channels with an asterisk (*) are only available in SD

EXHIBIT B - Continued
Bulk Channel Line Up
 (Subject to Change)

Digital Plus
Channel Name
American Heroes Channel
BBC America
BBC Worldnews
beIN Sports
BET Soul *
Big Ten Network
Boomerang
CBS Sports Network
CMT Music
Cooking Channel
Crime & Investigation
CSPAN 2
CSPAN 3
Destination America
Discovery Family
Discovery Life
Disney Junior
Disney XD
DIY
ESPNNEWS
ESPNU
FOX College Sports - Atlantic
FOX College Sports - Central
FOX College Sports - Pacific
FOX Deportes
FS2
Fusion
FYI
GOLTV
GSN
IFC
JLTV
Military History Channel*
MLB Network
MTV Classic*
Nat Geo Wild
NBC Universo
NFL Network
Nick Jr
Nickmusic*
Nicktoons
Olympic Channel
QVC2
Science
Shop HQ*
Sundance
Teen Nick
TVG
TVG2
Universal Kids
Viceland
Yes Network

Exhibit C
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 television set). All prices shown are monthly rates and exclude taxes or other fees.

<u>Retail Rates</u>	
Equipment	
Addl. Set-Top -Box/DVR	\$9.99
Premium Packages	
HBO	\$18.95
Showtime	\$10.95
Cinemax	\$10.00
Starz	\$14.95
Encore	\$6.95
Phone Service	
Unlimited Calling w/29 Features	\$19.95
Vacation Hold Program	
Internet Seasonal Hold	\$8.00
Telephone Seasonal Hold	\$6.00