

BULK SERVICES RENEWAL AGREEMENT
COUNTRY CLUB TOWER

THIS CABLE TELEVISION SERVICES AGREEMENT ("Agreement") is made and entered into as of this *18th* day of February 2013, by and between **COUNTRY CLUB TOWER ASSOCIATION OF CORAL SPRINGS ("ASSOCIATION")** and **ADVOCATE COMMUNICATIONS, INC., d/b/a ADVANCED CABLE COMMUNICATIONS, its successors and assigns ("ADVANCED")**.

WHEREAS, ADVANCED owns and operates a cable television system in Coral Springs, Florida; and

WHEREAS, the ASSOCIATION was formed to operate and manage Country Club Tower, located at 10777 West Sample Rd in Coral Springs, Florida; and

WHEREAS, the ASSOCIATION is desirous of renewing bulk video programming services ("Services") from ADVANCED; and

WHEREAS, the ASSOCIATION agrees to pay for those Services under the following terms and conditions:

1. The ASSOCIATION hereby grants the right of access for installation, operation, maintenance, repair, upgrade, sales and disconnections of a cable television system ("SYSTEM") within and for the residents of the ASSOCIATION.

2. ADVANCED shall own and maintain the SYSTEM at its own expense throughout the term of this agreement. After the term of this agreement, the ownership of all parts of the SYSTEM, including equipment, wiring and cables, (with the exception of home run wiring and in-home wiring) shall be and remain the property of ADVANCED. Should this Agreement not be renewed after its expiration, ADVANCED shall continue to have full access to the Premises during normal business hours for the purpose of providing its services to any resident of the ASSOCIATION who so desires to subscribe to, receive, and individually pay for ADVANCED's services at the then published retail rates.

3. **Term.** The term of this Agreement shall be for twelve (12) years, commencing on April 1, 2013.

4. In exchange for the Services and the above stated grants and rights, the Parties agree to the following:

a. ADVANCED will provide Expanded Basic Cable on all pre-wired outlets and Digital Gateway (including two Standard Digital Receivers) at a monthly rate of \$23.20 per unit, exclusive of applicable taxes and fees. ADVANCED will also provide HBO (8 channels) and the MV Pak consisting of Showtime (9 channels), TMC (3 channels) and FLIX on all outlets that are connected to a digital receiver at a monthly rate of \$6.80 per unit, exclusive of applicable taxes and fees. Beginning on the one year anniversary of this agreement, and continuing on the anniversary each year, the bulk rate for Expanded Basic Cable and Digital Gateway (with two receivers) may be increased at a rate not to exceed 3.0%. The bulk rate for HBO and the MV Pak may only be increased if the programming costs for these services are increased. Any potential rate increase to HBO or the MV Pak shall not exceed the increase to the programming costs for these services. If the ASSOCIATION deems any rate increase to HBO or the MV Pak unacceptable, then ASSOCIATION, upon 30 days written notice, may terminate the premium movie channel service whose rates are being increased. All packages, channels and channel locations are subject to change.

b. ADVANCED will make a one-time payment of \$12,000 to the ASSOCIATION within 30 days of execution of this agreement.

c. The ASSOCIATION will be responsible for the bulk billing for 209 units, excluding only such units that may be excluded under State or Federal Law.

d. The ASSOCIATION shall not be responsible for any optional services subscribed to and received by any resident of the ASSOCIATION. ADVANCED will individually bill any resident who subscribes to and receives optional advanced services not included in the bulk package (including, but not limited to: Digital Plus, Advanced En Espanol, HDTV, DVR, Additional Receivers, Premium Channels (excluding HBO and the MV Pak), High Speed Internet and Digital Phone service) at its then published retail rate.

5. **Notice.** All notices, demands, requests, or other communications required or permitted hereunder must be in writing and 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) two (2) business days 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 **ADVANCED**: Advanced Cable Communications
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 ADVANCED
Philip J. Kantor, P.A.
Quintairos, Prieto, Wood & Boyer, P.A.
One East Broward Blvd. Suite # 1400
Ft Lauderdale, FL 33301
Telephone: (954) 523-7008
Fax: (954) 523-7009

To **ASSOCIATION**: Country Club Tower Association
10777 West Sample Rd
Coral Springs, Florida 33065
Telephone: (954) 752-3750
Fax: (954) 752-7203

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

6. **Assignment.** ADVANCED will not assign this Agreement (except to an entity presently controlling or controlled by or under common control with ADVANCED) without the prior written consent of the ASSOCIATION, which consent shall not be unreasonably withheld. In the event of the sale, merger or transfer of ADVANCED, all obligations of this Agreement are assumed.

7. **Confidential Information.** The receiving party agrees to use reasonable measures (including, without limitation all measures the receiving party uses with respect to its own confidential information) to keep the terms and conditions of this Agreement confidential and not disclose or use except in performance of its obligations under this Agreement.

8. **Recordation.** The Parties agree that this Agreement shall not be recorded in the public records of Broward County, Florida.

9. **Default and Remedies.**

9.1 An Event of Default exists under this Agreement upon any of the following events:

a. If the ASSOCIATION or ADVANCED fails to meet or perform any term, provision, covenant, agreement, or obligation under this Agreement and does not cure the failure within ten (10) days after receiving written notice of the default from the other Party, provided, if the failure cannot reasonably be cured within the ten (10) day period and the defaulting party commences to cure within the ten (10) day period and diligently completes the cure, an Event of Default does not exist unless the failure is not cured within 45 days after the defaulting party receives the written notice of default:

b. If the ASSOCIATION fails to pay ADVANCED any money owed under this Agreement and does not cure the default within ten (10) days after receiving notice of the default from the ADVANCED;

c. If the ASSOCIATION or ADVANCED becomes a debtor in a bankruptcy proceeding or similar action that is not permanently dismissed or discharged within 60 days (for voluntary proceedings or 120 days for involuntary proceedings); or

d. If the ASSOCIATION or ADVANCED becomes insolvent.

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

a. terminate this Agreement by giving 30 days' written notice to the defaulting Party;

b. bring action against the defaulting Party; and

c. seek any other available legal or equitable remedy.

10. Force Majeure. ADVANCED 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 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 ADVANCED's control.

11. Insurance. ADVANCED further agrees to furnish upon request a copy of its insurance coverage, including workers compensation, employers liability, comprehensive general liability and property damage, said insurance to be issued in an amount not less than \$1,000,000.00

- 12 **Legal Action.** If either Party brings legal action for the enforcement of this Agreement, the action shall be filed in the courts of Broward County, Florida. Additionally, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, court costs and expenses.

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

COUNTRY CLUB TOWER ASSOCIATION OF CORAL SPRINGS

By: Jerome Rubin pres.

Print Name: Jerome Rubin

Title: President

**ADVOCATE COMMUNICATIONS, INC.
D/b/a ADVANCED CABLE COMMUNICATIONS**

By: Jim Pagano

Print Name: Jim Pagano

Title: VP/General Manager

By: Michelle Fitzpatrick

Print Name: Michelle Fitzpatrick

Title: Marketing Director

By: Don Kalin

Print Name: Don Kalin

Title: Sales Manager