

CONFIDENTIAL

TELECOMMUNICATION SERVICES AGREEMENT
COUNTRY CLUB TOWER OF CORAL SPRINGS ASSOCIATION, INC.

This **TELECOMMUNICATIONS SERVICES AGREEMENT** (hereinafter, referred to as the "Agreement") is made and entered into as of this 17 day of December, 2020, by and between the Parties, **COUNTRY CLUB TOWER OF CORAL SPRINGS 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 elements of Country Club Tower of Coral Springs and provides various services to the 209-unit community plus any new units built, located at 10777 W. Sample Rd, Coral Springs, Florida 33065 (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 to BLUE STREAM the exclusive right of ownership and exclusive access 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 (collectively, "use rights") of a telecommunications system (hereinafter, referred to as the "System") within and for all of the units of 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. The System shall include, but is not limited to, GPON fiber distribution system consisting of armored fiber distribution wiring or drop fiber installed in conduit, neighborhood hubs, underground vaults, fiber optic wiring MOCA technology on existing internal wiring, fiber optic conduit, including fiber-to-the-home wiring ("FTTH") and connections consistent with prevalent industry standards and practices for installing fiber optic cabling to each unit. The System also includes, but is not limited to, internal wiring, ONTs, wired and wireless set top converters, wireless

mesh nodes (as required) and all other equipment necessary to provide Services within the units in the Community. Distribution Wiring and FTTH shall be installed in conduit at a depth of 18 to 24 inches, where practical and drops to the homes shall be installed at a depth of 8 to 14 inches. All underground installation of Distribution Wiring and FTTH shall be installed according to industry standards so as to minimize the potential for future damage, such installations to be consistent with the requirements of the Florida One Call service. The Association hereby grants to BLUE STREAM the right to install the Distribution Wiring and FTTH through such conduit as necessary to provide the Services.

C. 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 Broward 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 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 any of BLUE STREAM's Services.

3. TERM

The Term of this Agreement shall be for **Ten (10) years**, effective as of September 1, 2021, or the date that the System is activated and capable of providing Bulk Services to the units within the Community, whichever is later. 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. In the event of an automatic renewal for an additional two (2) years, the Parties agree to discuss the rates for that period. If there is a rate increase, such increase will be no more than four percent (4%) of the rate at the time of renewal.

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.

B. 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; 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 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 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 on-site service and support representative to the Community for 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 the 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 reasonable 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. **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.

4. **Set-Top-Boxes:** BLUE STREAM will use set-top-boxes that have a wired and **wireless** connection. The set-top-boxes will utilize the existing wiring inside the unit.

i. A wireless connection option may be available depending on the resident's unit and any interfere in their unit may cause the wireless set to box to be hardwired. Therefore, BLUE STREAM will hardwire each wireless set to box for reliability and backhaul to the ONT using cat5/6 or Mocha technology to reach the residents desired placement of the Set Top Box. BLUE STREAM will ensure that the wireless signal is at least 30Mbps download and 30Mbps upload to the set-top box.

ii. If a wall fish is not a viable option, then the resident will be offered an option to utilize Cat5e or Cat6 wire concealed inside of a plastic molding along the baseboards.

5. **Clear QAM Video Installation:** The Clear QAM signal for the Services set forth in Section 5.A, 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. If the ONT location is not within three (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. 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"), then the unit owner or resident will be responsible for the payment of the custom installation.

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. 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 shall maintain at all times free, clear and unobstructed ingress and egress to and from the Community. BLUE STREAM'S project manager will be responsible for contacting service providers such as, but limited to FPL, the City of Coral Springs, etc., to make sure any

and all repairs, underground mapping, permits and inspections are obtained and completed with no cost to the Association.

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 daily. If after fifteen (15) 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 repair 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) arising from or with respect to (a) any negligent act or negligent omission of the Association, its agents or employees, 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.

1. **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 Property through conduit connecting to the building and interconnect to the In-Residence Wiring at the Demarcation Point for each Residence. 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 demarcation point.

2. **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 Property to provide the Services shall be and remain at all times the personal property of BLUE STREAM. Association hereby authorizes BLUE STREAM to use such locations on the Property 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 of the Property clubhouse meter room (the "Communications Room") plus necessary space within the telecommunication spaces, rooms, trash shoots, stairwells, or closets in each building, as applicable based on the System Design for the Property (the "Communications Closets"). BLUE STREAM shall have the free use of the Communications Room at the Clubhouse 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 the 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 property of the BLUE STREAM. BLUE STREAM will commence no construction until all required permits are obtained by BLUE STREAM to work in the Communications Room.

5. BULK SERVICES AND RATE

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

1. Digital Core with HBO and Showtime (*See* Exhibit B, attached hereto);
2. Two (2) TiVo Android set-top-boxes with Voice Remotes.
3. Network DVR with storage for up to 100 hours of recording per Unit.
4. ONT to support Internet & Cable Television Services.
5. HD Service.

B. 1. BLUE STREAM shall provide Internet Service of up to 200 Mbps symmetrical internet (meaning, both download and upload data speeds of up to 200 Mbps) and a Wireless ONT, with no data caps, but subject to BLUE STREAM's acceptable use policy.

2. BLUE STREAM will increase the Internet Service speed shown in Section 5.B.1 on the following intervals shown below. The increase in speed will be provided within sixty (60) days of the dates shown below.

- i. On or about September 1, 2024, the Internet Service Speed will be set at up to 300Mbps download and 300Mbps Upload.
- ii. On or about September 1, 2027, the Internet Service Speed will be set at up to 400 Mbps download and 400Mbps Upload.

C. Each resident shall have the choice to select either Internet or Phone Service. If the resident selects Phone Service, it shall replace Internet Service as the second Service and shall be provided to the resident in lieu of Internet Service. Should the resident select Phone Service, then later he/she adds Internet Service, the Phone Service shall be deemed a retail rate at that time and be subject to the pricing set forth on Exhibit C.

D. 1. BLUE STREAM will provide a bulk rate to the Association for the Services set forth in Sections 5.A. and B. directly above to each unit within the Community at a rate of \$62.95 per unit per month inclusive of all surcharges (rate is exclusive of all applicable governmental taxes and fees).

2. On the first annual anniversary of this Agreement, which shall be September 1, 2022, 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.

F. During the Term of this Agreement, BLUE STREAM shall invoice the Association for all Services for all 209 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. and 5.B. above.

E. **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.

F. **Video Services Removal.** The Association may request to remove the Cable Television Services selected in Section 5.A on or after September 1, 2022. 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 the annual rate increases shall be reduced to 2% plus thereafter through the term of the agreement. Annual rate increase reductions only occur if the association elects to remove video services. After the Cable Television Services are removed, the Association may **not** enter into a bulk video agreement with any other provider until the termination of this Agreement.

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).

7. SERVICES PROVIDED TO THE COMMUNITY

BLUE STREAM shall provide the following Services to the Community at no additional charge to the Association:

A. Complimentary TV video locations with Digital Core Service, music channels and HD service to the following locations:

- i. Clubhouse/Lobby – Four (4) TV's
- ii. Pool – One (1) TV
- iii. Gym – One (1) TV
- iv. Office – One (1) TV

B. Complimentary 1 gig internet service to the following locations:

- i. Clubhouse/Lobby – Up to one (1) Gig Internet
- ii. Pool - Up to one (1) Gig of Internet
- iii. Gym – Up to one (1) Gig of Internet
- iv. Office – Up to one (1) Gig of Internet

C. Insertion of a Community channel. The 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 THE ASSOCIATION

A. BLUE STREAM will make a one-time payment to the Association in the amount of Thirty One Thousand Three Hundred Fifty Dollars (\$31,350.00 -- \$150.00 per unit x 209 total units plus any additional units built) using the following payment terms: BLUE STREAM shall pay fifty percent (50%) of the door fee equaling Fifteen Thousand Six Hundred Seventy Five Dollars (\$15,675.00) to the Association thirty (30) days after execution of this Agreement. The remaining fifty percent (50%) totaling Fifteen Thousand Six Hundred Seventy Five Dollars (\$15,675.00) shall be paid thirty (30) days after activation of the System, but not before September 1, 2021. The Association shall submit a completed W-9 form to BLUE STREAM for each payment. Upon each certificate of occupancy obtained the Association shall provide BLUE STREAM a copy of the certificate of occupancy within thirty (30) days of issuance to process its respective door fee payment thirty (30) days thereafter.

B. Should this Agreement not be ratified in accordance with Section 718.115(1)(d)1., 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 incurred by BLUE STREAM in installing the System and all monies paid to the Association as set forth in Section 8.A. 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. Marketing is subject to Country Club Tower Rules and Regulations. If BLUE STREAM installs WiFi access points at the Premises, BLUE STREAM may promote the Community as a WiFi access point in all forms of media and shall have exclusive right to market the provision of WiFi at the Community.

10. REPRESENTATIONS AND WARRANTIES

A. The Association represents and warrants that it is the proper entity that operates and manages the common elements 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 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) 345-8164s Co

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: Country Club Tower of Coral Springs Association, Inc.
President
10777 W. Sample Road
Coral Springs, Florida 33065

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, 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. 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 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 of the default from the other Party; provided, 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 completes the cure, an Event of Default does not exist unless the failure is not cured within sixty (60) days after the defaulting Party receives the written notice of default.

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

BLUE STREAM and the Association agrees to indemnify the Association 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

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.

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 Broward County, Florida. Additionally, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, including attorneys' fees incurred for appeals, court costs and expenses. A pre-requisite to filing any legal action to enforce any provision of this Agreement shall be the scheduling of and attendance by all Parties at mandatory, non-binding, pre-litigation mediation to occur in Broward County, Florida. Unless waived or extended by the written agreement of both Parties, pre-litigation mediation shall take place within sixty (60) days of either Party requesting such mediation in writing and shall be presided over by a mediator who is mutually acceptable to both Parties. Unless modified by the written agreement of both Parties, pre-litigation mediation fees shall be borne equally by both Parties.

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.

13. 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.

COUNTRY CLUB TOWER OF CORAL SPRINGS ASSOCIATION, INC.

Sign: Catherine C. Singer

Print Name: CATHERINE C. SINGER

Title: Association President VICE PRESIDENT & TREASURER

Date: 12-17-2020

BLUE STREAM COMMUNICATIONS, LLC

Sign: Joe Canavan

Print Name: Joe Canavan

Title: CEO

Date: December 22, 2020

EXHIBIT A

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and is effective as of December , 2020, by and between COUNTRY CLUB TOWER OF CORAL SPRINGS 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.** The Association's property, known as Country Club Tower, including the improvements thereon (the "Property") is located at the street address of 10777 W Sample Rd, Coral Springs, Florida 33065 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. Marketing is subject to Country Club Tower Rules and Regulations. 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

COUNTRY CLUB TOWER OF CORAL
SPRINGS 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: CATHERINE C. SINGER

Title: Association President VICE PRESIDENT

Address: 6 TREASURER
10777 W SAMPLE RD

Telephone: CORAL SPRINGS FL 33065

Facsimile: 954-752-3750

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me on Dec 22, 2020,

by Joseph Conovan as CEO
of Blue Stream Communications, LLC

WITNESSES

Michelle Ballantyne
Printed Name

M Ballantyne
Witness Signature

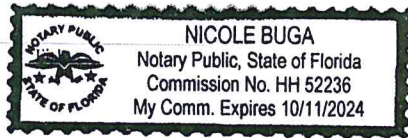
Candace Soeder
Printed Name

Candace Soeder
Witness Signature

Given under my hand and seal of office.

Nicole Buga
Notary Public
My commission expires:

[Seal]



STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me on 12-17,

2020, by Carla C. Singer Vice
President of
Country Club Tower Of Coral Springs Association, Inc.

WITNESSES

STEVE HICKMAN
Printed Name

Steve Hickman
Witness Signature

Karen D. Johnson
Printed Name

Karen D Johnson
Witness Signature

Given under my hand and seal of office.

Tammy Haynes
Notary Public
My commission expires:



EXHIBIT B
Bulk Channel Line Up
(Subject to Change)

Core Digital Lineup	
<u>Channel Name</u>	<u>Channel Name</u>
44 A&E	72 HLN
10 ABC-WPBF	96 HSN
59 AMC	79 Investigation Discovery
62 Animal Planet	8 ION-WXPX
154 Antenna-WTCN*	21 Jewelry TV
12 Azteca-WWHB*	51 Lifetime
19 Becon-WBEC*	108 LMN
42 BET	141 Me TV-WPTV*
166 Bounce- WFLX*	181 Motor Trend
65 Bravo	50 MSNBC
61 Cartoon/Adult Swim East	40 MTV
9 CBS-WPEC	77 MTV2
75 CMT	15 MyTV-WTCN
36 CNBC	78 National Geographic
35 CNN	98 NBCSN
53 Comedy Central	3 NBC-WPTV
148 Comet TV-WPEC*	29 Nickelodeon
18 CSPAN	66 OWN
4 CW-WTVX	146 Oxygen
28 Discovery Channel	43 Paramount Network
63 Disney Channel	177 PBS-Create
55 E!	13 PBS-WPBT
32 ESPN	6 PBS-WXEL*
33 ESPN2	7 QVC
5 Estrella TV-WPBF*	83 SEC Alternate
73 EWTN	82 SEC Network
74 Food Network	48 Syfy
153 FOX Business Network	14 TBN-WTCE
37 FOX News	27 TBS
38 FOX Sports Florida	60 TCM
31 FOX Sports Sun	144 Tennis Channel
11 FOX-WFLX	57 TLC
49 Freeform	30 TNT
99 FS1	56 Travel Channel
45 FX	52 TruTV
67 FXM	54 TV Land
81 FXX	24 TWC
94 Galavision	46 USA
39 Golf Channel	41 VH1
174 GritTV-WFLX*	34 WE TV
70 Hallmark Channel	2 Weather Nation-WPEC*
71 Hallmark Drama	16 WGN America
80 Hallmark Movies & Mysteries	155 WTCN-TBD
47 HGTV	147 WWHB-Charge
58 History	

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

Music Channels	
Channel Name	
501 The Chill Lounge	537 Kids Stuff
502 Broadway	538 Latino Urbana
503 Hit List	539 Latino Tropica
504 No Fences	540 Retro Latino
	541 Today's Latin Pop
505 Rock Alternative	542 Rock En Espanol
506 Pop Adult	543 Romance Latino
507 Popular Classical	544 Alt Country/Americana
508 Maximum Party	545 Swinging Standards
509 Classic Rock	546 Dance Clubbin
510 Urban Beats	547 Jazz Masters
511 Soul Storm	548 Chamber Music
512 Hip Hop	549 Eclectic Electronic
513 Jazz Now	550 Y2k
514 The Blues	
515 Gospel	
516 Heavy Metal	
517 Classic Masters	
518 Folk Roots	
519 Groove Disco and Funk	
520 The Light	
521 Rock	
522 Nothin but '90s	
523 Everything 80's	
524 Flashback 70's	
525 Classic R&B Soul	
526 Country Classics	
527 Easy Listening	
528 Adult Alternative	
529 Rock Classics	
530 Hot Country	
531 Smooth Jazz	
532 The Spa	
533 Holiday Hits	
534 Bluegrass	
535 Jukebox Oldies	
536 Jammin	

HBO & Showtime

Channel Name

206 HBO Comedy East
201 HBO East
205 HBO Family East
208 HBO Latino East
204 HBO Signature East
202 HBO West
207 HBO Zone East
203 HBO2 East
218 SHO East
219 SHO West
220 SHO 2 East
221 SHO Showcase East
222 SHO Extreme East
223 SHO Beyond East
224 SHO Next East
225 SHO Familyzone East
226 SHO Women East

ccs JC

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 Rate Upgrades</u>	
Equipment	
Addl. TiVo HD Set-Top -Box/DVR	\$9.99
Digital Tiers	
Digital Plus Tier	\$19.95
Sports Tier	\$11.95
Spanish Language Tier	\$11.95
International Channels	\$19.95
Premium Packages	
HBO	\$20.95
Showtime	\$10.99
Cinemax	\$10.00
Starz	\$14.95
Encore	\$6.95
Phone Service	
Unlimited Calling w/29 Features	\$19.95
Internet Upgrades	
600Mbps	\$25.00
1 Gig	\$35.00