

BULK SERVICE AND RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of , ____ 2017 (the "Effective Date"), by and between PALMA SOLA BAY CLUB ASSOCIATION, INC., ("Customer"), and BRIGHT HOUSE NETWORKS, LLC ("BHN"), with offices at 5413 State Road 64 East Bradenton, FL .

Recitals

Customer is association for Palma Sola Bay Club located at 3410 77th Street W. Bradenton, FL 34201 more particularly described on **Exhibit A** (The "Premises") with (207) total Units (As Defined Below), and desires BHN to provide services (As Defined Below), to the Units. BHN has a Franchise, Certificate or other legal right to provide such services in Manatee County, FL (The "Territory"), and desires to provide such services to the Units.

In consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Definitions

"Bulk Services" shall mean Spectrum TV Select Plus digital Tier 1 Service AKA Bulk Bronze Service.

"Bulk Spectrum TV Select Plus digital Tier 1 Service AKA Bulk Bronze Service " shall mean the television channels provided by BHN on a bulk basis hereunder, the initial lineup of which is set forth in **Exhibit B**. BHN reserves the right, in its sole discretion from time to time, to make changes, additions or deletions to this initial channel lineup. Bulk Spectrum Select Service shall also mean the provision of two HD set-top boxes per unit. "Competitive Service" shall mean any service that competes with or is substantially similar to any Service.

"FCC" shall mean the Federal Communications Commission.

"Other Services" shall include telephone service, digital television, movie channels, pay services, pay-per-view channels, pay-per-view programs, video on demand, Internet services, personal computer data networking services, and any other one- or two-way entertainment, data, home security, information or telecommunications services available now or in the future (other than Bulk Services) which BHN in its sole discretion decides to offer to the Units.

"Services" shall mean Bulk Services and Other Services collectively.

"System" shall mean a system of coaxial cable, fiber optic cable or lines, and/or other types of cable lines, and/or other wireline or wireless delivery system located on the Premises that is owned and used by BHN for the provision of Services.

"Resident" shall mean any resident or tenant of any Unit.

"Term" shall mean the period of effectiveness of this Agreement as set forth in Section 2.

"Unit" shall mean any residential dwelling unit or commercial space at the Premises.

Terms & Conditions

1. **Bulk Services.** Subject to the terms and conditions of this Agreement, Customer hereby grants to BHN the right to provide Bulk Services to each Unit. Customer shall supply to BHN the names and Unit numbers of Residents at reasonable intervals. Customer shall fully cooperate with BHN to prevent, but shall not be liable for, (i) any unauthorized possession of cable converters or channel selectors, and (ii) any unauthorized reception of the Services.

2. **Term.** This Agreement shall be in effect for an initial term of three (3) years commencing on 6/1/2017, and shall remain in effect and be automatically renewed for successive one (1)- month terms thereafter unless Customer or BHN provides to the other party written notice of non-renewal at least ninety (90) days prior to expiration of the then-current term.

3. **Intentionally left blank**

4. **Exclusivity.** Customer hereby grants to BHN the exclusive right, during the first three (3) years of the Term, to (a) market any Multi Channel Video Service and High Speed Internet Service, at the Premises or via any website, communications, materials or other means directed to the Premises or to any Unit or Resident. Where any law or regulation prohibits Customer from granting or BHN from receiving exclusive marketing rights to the extent granted in this Section 4, then this Section 4 shall be deemed automatically amended to grant BHN exclusive rights to the maximum extent allowed under such law or regulation. Customer shall not grant to any third party any right to provide any Competitive Service at the Premises on a bulk billing or exclusive basis, or the exclusive right to market any Competitive Service at the Premises or via any website, communications, materials or other means directed to the Premises or to any Unit or Resident.

5. **Bulk Services Fee.** The fee for Bulk Services shall initially be as set forth in **Exhibit C** (plus applicable taxes and fees) (the "Bulk Services Fee"). Customer shall pay the Bulk Services Fee for each Unit that has received a Certificate and occupancy has commenced. On January 1st 2021, and each subsequent January 1st, BHN may increase the Bulk Services Fee not more than five percent (5%) per year. BHN shall invoice Customer on the first day of each month for the Bulk Services Fee on a monthly basis in advance, and payment by the Customer shall be due within thirty (30) days after the date of such invoice; provided that if BHN fails to issue Customer an invoice prior to the first day of any month for which Bulk Services are being provided, such failure shall not constitute a waiver of the Bulk Services Fee for such month, and Customer promptly shall pay such invoice when delivered by BHN. BHN may charge a late fee for any amounts which are not paid when due. The late fee will be the greater of Five Dollars and Fifty Cents (\$5.50) or one and one-half percent (1 ½ %) of the outstanding balance per month or the highest rate chargeable by law.

6. **Other Services.** BHN may contract directly with any Resident to provide Other Services directly to such Resident. BHN shall set the fees for Other Services and shall bill such Resident directly for such fees. Customer shall not be liable for such fees owed by any Resident.

7. **Ownership of the System; Electricity.** During the Term, (a) the System and all property (other than the System) placed on the Premises by BHN (the "BHN Property") shall be and remain the sole and exclusive property of BHN and shall not be deemed to be affixed to or to become part of the Premises, (b) BHN shall have the sole and exclusive right to possession of and dominion and control over the System and BHN Property, (c) Customer shall not, and shall not authorize any third party (including but not limited to any Resident) to, tamper with, attach to or use any portion of the System or BHN Property, or interfere with the provision of any Service, without the prior written authorization of BHN, (d) any use of the System or any BHN Property by Customer or any third party, whether with or without the consent of BHN, shall not disturb BHN's continued right to ownership of such property, (e) Customer shall provide BHN sufficient access to the Premises' electrical system to provide the Services, and (f) BHN may remove any and all of the System and any BHN Property. Customer shall be responsible for all costs associated with the repair of any damage to the System arising out of any breach of clause (c) above. If BHN fails to remove by the end of the Term any part of the System or any BHN Property, then BHN shall be

deemed to have abandoned such property in place, and title to such property automatically shall vest in Customer. Notwithstanding the foregoing, following the Term, BHN may lease any portion of the System and/or BHN Property to any third party pursuant to such terms and conditions as may be agreed to by such parties. "Bright House Networks shall install up to six coaxial outlets in each of the residential units without charge to Association."

8. **Damage to Premises.** If BHN damages the Premises through improper or negligent installation, inspection, removal, maintenance, testing, replacement, relocation or upgrading of the System or any of the BHN Property, BHN shall promptly repair such damage at BHN's sole cost and expense.

9. **Service Interruptions.** BHN shall not be liable for any interruption of Bulk Services other than interruptions of more than twenty-four (24) consecutive hours caused by reasons within BHN's control, in which event BHN's sole liability for such interruption shall be to make available to Customer a pro rata credit against the Bulk Services Fee calculated based on the length of such interruption.

10. **Costs and Attorney's Fees.** If it becomes necessary for either party to enforce or defend its rights created herein against the other party, the prevailing party shall be entitled to reimbursement from the other party of all costs, including reasonable attorney's fees through appeal, incident to enforcement or defense of its rights.

11. **Customer Service.** BHN shall provide customer service in accordance with any applicable (a) franchise agreement with the Territory, (b) FCC regulation and (c) legal requirement. BHN shall maintain a local or toll-free telephone number which shall be available to its subscribers twenty-four (24) hours a day, seven (7) days a week. BHN representatives shall be available to respond to Customer telephone inquiries during normal business hours. BHN shall begin working on any service interruption promptly and in no event later than the next business day after notification of the interruption, excluding any interruption resulting from any condition beyond the control of BHN.

12. **Intentionally left Blank.**

13. **Inspection of System; Notification Requirement.** Customer shall promptly notify BHN when Customer becomes aware of (a) any damage to, or forced or unauthorized access to or use of, the System, including any pedestal, lockbox, or other secured or accessible area housing any components of the System, or (b) any condition or occurrence that is likely to adversely affect the System or provision of Services.

14. **Operation and Maintenance.** BHN shall, at its own expense, operate and maintain the System and keep same in good repair in accordance with all applicable governmental regulations concerning technical standards, including those standards set forth in 47 CFR Sec.76.601-630 BHN shall have the right to modify the format, technical specifications and/or means of delivery of any Service, feature or television channel, regardless of whether such modification requires the use by any Resident of additional, replacement or modified equipment in order to receive such Service, feature or channel. In the event a Resident's consumer premises equipment is unable to receive any Service, feature or television channel, the Resident shall be responsible for obtaining the necessary equipment, either through purchase at retail or leasing from BHN, in order to receive those Services, features or television channels.

15. **Easement and Access Rights.** On the date of signing of this Agreement, the parties hereto shall execute an Easement and Memorandum of Agreement substantially in the form of **Exhibit D**. BHN may record such Easement and Memorandum of Agreement at any time in the real property records of any jurisdiction wherein the Premises are located. BHN shall comply with all laws and regulations applicable to the performance of this Agreement and shall not interfere with other utility lines and related improvements situated on the Premises.

16. **Notices.** All notices or communications between the parties shall be in writing and be served by certified mail, express delivery courier service or personal delivery at the addresses set forth below:

If to BHN: Bright House Networks, LLC
Attn: Community Solutions Manager
5413 State Road 64 East
Bradenton Fl 34208

If to Customer: Palma Sola Bay Club Association, Inc
Attn: Mark Filburn or Chief Legal Officer
477 Commerce Way, Ste. 115
Longwood, FL 32750

17. **Default and Remedies.** If either party shall continue to be in material breach of this Agreement for thirty (30) days after receiving written notice thereof, then without further notice, the other party may terminate this Agreement upon written notice to the party in breach. All rights, privileges and remedies of the parties shall be cumulative, and the exercise of any one shall not be a waiver of any other. Either party may waive any provision hereunder, or any breach or default thereof by the other party, provided that any such waiver must be in writing and signed by the party giving the waiver. No such waiver shall be deemed a waiver of any other provision or breach or default thereof.

18. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of Fl. Each party (a) consents to the personal jurisdiction of the state and federal courts having jurisdiction over the Territory, (b) stipulates that the proper, exclusive and convenient venues for all legal proceedings arising out of this Agreement are Manatee County, Fl, for a state court proceeding, and the United States District Court, for a federal court proceeding, (c) waives any defense, whether asserted by motion or pleading, that any of the above venues are improper or inconvenient, and (d) waives any right to a jury trial.

19. **Severability.** If any portion of this Agreement is rendered invalid or otherwise unenforceable under any law or regulation or by a governmental, legal or regulatory authority with jurisdiction over the parties, then the remainder of this Agreement shall continue in full force unless such continuance will deprive one of the parties of a material benefit hereunder or frustrate the main purpose(s) of this Agreement. In such event, the party that has been deprived of such material benefit (the "Affected Party") may notify the other, and the parties promptly thereafter shall use their reasonable best efforts to replace or modify the invalid or unenforceable provision with a provision that, to the extent not prohibited by any law or regulation, achieves the purposes intended under the invalid or unenforceable provision. If the parties are unable to reach agreement on replacement or modification of the invalid or unenforceable provision within sixty (60) days after notification from the Affected Party, then the Affected Party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

20. **Insurance.** BHN agrees to maintain public liability insurance and property damage liability insurance as required by any applicable franchise with the Territory.

21. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, neither party shall be liable or in default for any delay or failure of performance resulting directly from any factor beyond the control of the nonperforming party, including but not limited to acts of God; acts of any civil or military authority; acts of any public enemy; terrorism; war; hurricanes, tornadoes, storms, earthquakes, forest fires or floods; governmental regulation or intervention; or strikes, lockouts, or other work interruptions.

22. **Representation and Warranties.** Each individual executing this Agreement below represents and warrants that he or she is fully authorized to (i) execute and deliver this Agreement to the other party on behalf of the party for which he or she is signing and (ii) legally bind the party for which he or she is signing. Customer represents and warrants that (a) Customer has the full authority to fully perform its obligations hereunder and to grant the rights granted to BHN herein, (b) no party has any contractual right or any interest in the Premises that conflicts with any rights granted hereunder, and (c) the Premises is not part of a bankruptcy proceeding, foreclosure action, or deed-in-lieu-of-foreclosure transaction. BHN represents and warrants that BHN has the full authority to fully perform its obligations hereunder.

23. **No Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, BHN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. Neither party shall be liable to the other or to any third party for any indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of service, rent, profits or business opportunities. Notwithstanding the foregoing, BHN shall be entitled to seek and obtain, as direct damages, lost revenues for Services for any breach by Customer under this Agreement.

24. **Indemnification.** Each party shall indemnify, defend and hold the other harmless from and against all liability, loss, costs, damages, and reasonable attorneys' fees ("Losses") arising out of any third party claim arising out of any negligence, willful misconduct or breach of this Agreement (including but not limited to any representation or warranty hereunder) by the indemnifying party, its agents or employees. BHN shall indemnify, defend and hold Customer harmless from and against all Losses arising out of any third party claim resulting directly from BHN's exercise of its rights granted hereunder. Customer shall indemnify, defend and hold BHN harmless from and against all Losses arising out of any third party claim resulting directly from Customer's operation of the Premises.

25. **Loss of Rights.** This Agreement shall terminate automatically if BHN no longer has any right to provide any Service in the Territory. Neither party shall incur any liability as a result of any such termination.

26. **Confidentiality/Non-disclosure.** Each party shall keep the terms and conditions of this Agreement in strict confidence and shall not disclose any such information to any third party, except that each party may disclose such information to any of its current or prospective attorneys, accountants, financial advisors, partners, and/or others as necessary for such party hereto reasonably to conduct its business. Such party hereto shall advise such third parties of the confidential nature of this Agreement and require such third parties to maintain its terms and conditions in strict confidence.

27. **Assignment.** Either party may assign this Agreement. Prior to any assignment, Customer shall provide BHN with thirty (30) days prior written notice. Customer's notice shall include the full legal name and contact information, including address and telephone number, for the assignee. Customer shall make the assumption of this Agreement a condition of any sale, transfer, assignment, or devise of any of the Premises or any conversion of any of the Premises into condominiums and shall not be relieved of its obligations hereunder until such assumption by the applicable purchaser, transferee, assignee or devisee or the homeowner's association. Any purported assignment, or purported sale, transfer, assignment or devise of any of the Premises by Customer, or purported conversion of any of the Premises into condominiums, other than in accordance with this section, shall be null and void. Each party acknowledges that any breach of this section by Customer will cause irreparable harm for which damages may not be an adequate remedy and further acknowledge that in addition to any other remedies that may be available at law, BHN may apply for all available equitable relief including injunctive relief. This Agreement shall run with the land and inure to the benefit of and be binding upon the undersigned and their respective heirs, successors and assigns.

28. **Survival.** The terms of Sections 2, 3, 7, 24, 25, 26, 27, 28, and 31 shall survive the expiration or termination of this Agreement for any reason.


29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

30. **Complimentary Service.** shall provide (5) complimentary Select video services accounts (including one (1) HDTV digital converter box) to the Premises at a location where installation of such is reasonably accessible by BHN and is either a Clubhouse/Leasing Office and/or a Fitness Center or resident managers unit. No pay per view or premium channels will be available on this account. Customer shall be responsible for converter equipment and if equipment is lost, stolen or damaged, the Customer will be responsible to pay BHN the then current replacement cost of such equipment.

31. **Entire Agreement.** This Agreement, the Exhibits hereto and the related Easement and Memorandum of Agreement and Subordination and Non-Disturbance Consent contain the entire agreement between the parties. This Agreement may not be altered, except upon mutual agreement evidenced by an instrument in writing. This Agreement supersedes all other previous agreements between the parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**PALMA SOLA BAY CLUB
ASSOCIATION, INC**

By: 

Name: Mark Filburn

Title: Director

BRIGHT HOUSE NETWORKS, LLC.

By: 

Name **David Marvin**

Title: **Vice President Community Solotins**

Exhibit A

BEG AT SW COR OF SEC 31; TH S 89 DEG 27 MIN 09 SEC E, 60.01 FT FOR A POB; TH N 00 DEG 32 MIN 23 SEC W, PARALLEL WITH & 60 FT E OF THE W LN OF SD SEC 31, 2759.18 FT; TH N 00 DEG 16 MIN 17 SEC E, 1025.44 FT; TH N 89 DEG 02 MIN 24 SEC E, 1626.07 FT; TH S 00 DEG 32 MIN 23 SEC E, 3084.77 FT TO NLY R/W LN OF U S 301; TH S 60 DEG 04 MIN 51 SEC W, ALG SD N R/W LN, 1884.75 FT TO A PT LY 60 FT E OF W LN OF SEC 6-34-19; TH N 00 DEG 04 MIN 44 SEC W, 212.97 FT TO THE POB AS DESC IN OR 1132 P 2886 PRMCF ALSO IN SEC 6-34-19 LESS ORB 1563/7984 DESC AS: A 25 FT R/W LOCATED IN SEC 31 TWN 33S RNG 19E AND SEC 6 TWN 34S RNG 19E DESC AS: COM AT THE SW COR OF SD SEC 31; TH S 89 DEG 27 MIN 29 SEC E ALG THE S LN OF SD SEC 31 A DIST OF 60 FT; TH S 00 DEG 04 MIN 44 SEC E 212.07 FT TO THE NLY R/W LN OF U S HWY 301 (ST RD 55) AND THE POB; TH N 60 DEG 04 MIN 51 SEC E ALG SD NLY R/W LN OF U S HWY 301 A DIST OF 1884.75 FT; TH N 00 DEG 32 MIN 23 SEC W A DIST OF 28.69 FT; TH S 60 DEG 04 MIN 51 SEC W 25 FT NWLY AND PARALLEL WITH AFORESAID NLY R/W LN OF U S HWY 301 A DIST OF 1884.49 FT; TH S 00 DEG 04 MIN 44 SEC E A DIST OF 28.82 FT TO SD NLY R/W LN OF U S HWY 301 AND THE POB LYING AND BEING IN SEC 31, TWN 33S RNG 19E AND SEC 6 TWN 34S RNG 19E CONT 1.08 AC M/L (1563/7984) PI#4709.1000/1

EXHIBIT B
Channels Initially Included in Bulk Spectrum TV Select Service and Tier 1(Bronze)
Chanel lineup is Subject to change

2	WCLF	44	Oxygen	175	C-SPAN
3	WEDU	46	TLC	176	C-SPAN 2
4	WTOG	47	Spectrum sports Network	177	C-SPAN 3
5	WFTT	48	A & E	185	Liquidation Channel
6	WTTA	49	TV Land	196	INSP
7	WWSB	51	Bravo	199	Sonlife
8	WFLA	52	Freeform	375	FX Movie Channel
9	Bay New 9	54	History	385	Hallmark Movies & Mysteries
10	CBS	55	truTV	604	World/Florida Channel
11	ABC	56	Food Network	605	WEDU +
12	WMOR	57	HGTV	606	WEDU V-me
13	Fox	58	Cartoon Network	607	8Prime (me-TV)
14	C-SPAN	59	Syfy	608	Grit TV
15	Univision	60	FX	609	Cozi
16	PBS	61	Comedy Central	610	Antenna TV
17	ION	62	VH-1	611	Justice Network
18	WGN America	63	The Weather Channel	613	WTVT Movies!
19	Telemundo	64	AMC	616	PBS
20	MundoMax	65	National Geographic Channel	617	Kids
21	QVC	66	MTV	618	Create
22	HSN	67	Golf Channel	619	Knowledge
23	TBS	68	Hallmark Channel	623	The Florida Channel
24	OWN	69	WE tv	626	LATV
25	EVINE Live	70	E!	627	Estrella TV
26	NCSN	71	BET	628	GetTV
27	ESPN	72	SEC Network	629	Laff TV
28	ESPN2	74	Jewelry TV	630	This TV
29	CNN	75	BBC America	644	Manatee Government Access
30	HLN	79	Galavision	645	Manatee Educational TV
31	FOX Sports Sun	93	WTAM Mega TV	646	Manatee Schools TV
32	USA	95	Community Prog	812	Spectrum Sports Network
33	TNT	111	EWTN	840	SEC Network Overflow
34	Discovery	112	FOX Sports 1	897	WTAM Mega TV
35	Animal Planet	127	Bloomberg	900	InfoMas
36	Nickelodeon	131	TBN	901	Univision
37	FOX News	135	Investigation Discovery	902	Telemundo
38	Lifetime	149	FOX Business	903	UniMas
39	FOX Sports Florida	155	Galavision	909	MundoMax
40	Disney Channel	160	EVINE Live	910	Estrella TV
41	MSNBC	161	HSN2	911	LATV
42	CNBC	162	QVC Plus	917	Galavision
43	Spike	171	Daystar	1002	CTN HD

1003	PBS HD	1191	SEC Network Overflow HD	1256	Discovery HD
1004	CW HD	1197	Spectrum Sports Extra HD	1259	Animal Planet HD
1006	MyTV HD	1209	Bay News 9 HD	1260	National Geographic Channel HD
1007	ABC HD	1211	InfoMas HD	1270	OWN HD
1008	NBC HD	1213	News 13 HD	1271	Oxygen HD
1009	Bay News 9 HD	1214	Fox News HD	1272	WE tv HD
1010	CBS HD	1215	CNN HD	1273	Lifetime HD
1011	ABC HD	1216	HLN HD	1278	BBC America HD
1012	WMOR HD	1218	MSNBC HD	1281	TV Land HD
1013	FOX HD	1219	CNBC HD	1282	Cartoon Network HD
1014	Telemundo HD	1220	FOX Business HD	1283	FX HD
1015	Univision HD	1221	Bloomberg HD	1285	Spike HD
1016	PBS HD	1225	The Weather Channel HD	1286	Syfy HD
1017	ION HD	1226	C-SPAN HD	1291	truTV HD
1018	WGN America HD	1227	C-SPAN 2 HD	1292	Comedy Central HD
1102	Nickelodeon HD	1228	C-SPAN 3 HD	1293	E! HD
1105	Disney Channel HD	1325	HSN HD	1295	Bravo HD
1116	Sonlife HD	1326	QVC HD	1301	MTV HD
1117	Daystar HD	1327	EVINE Live HD	1306	VH-1 HD
1119	INSP HD	1328	Jewelry TV HD	1329	QVC Plus HD
1121	Freeform HD	1234	BET HD	1330	Liquidation Channel HD
1122	Hallmark Channel HD	1235	Velocity HD	1340	EWTN HD
1127	ESPN HD	1236	TBS HD	1355	AMC HD
1128	ESPN@ HD	1237	TNT HD	1374	Hallmark Movies & Mysteries HD
1147	Spectrum Sports Network HD	1238	YSA HD	1385	Hallmark Movies & Mysteries HD
1148	FOX Sports Sun HD	1239	A & E HD	1389	FX Movie Channel HD
1149	FOX Sports Florida HD	1242	History HD	1900	InfoMas HD
1150	SEC Network HD	1246	Investigation Discovery HD	1901	Univision HD
1152	NBCSN HD	1250	HGTV HD	1903	UniMas HD
1153	FOX Sports 1 HD	1252	Food Network HD	1917	Galavision HD
1154	Golf Channel HD	1255	TLC HD	1918	Telemundo HD

45	CMT	163	Nick Music	1166	Univision Deportes HD
50	LMN	164	Ovation	1179	Spectrum SportsNet LA HD
53	TCM	168	Chiller	1210	NY1HD
96	Bet Soul	174	BabyFirst	1222	BBC World News HD
97	Revolt	179	Disney Junior	1231	Centric HD
98	RFD-TV	180	ASPIRE	1232	Aspire HD
100	Science	182	FOX Deportes	1233	TV One HD
102	Discovery Family Channel	183	NFL Network	1240	FYI HD
103	American Heroes Channel	197	BYUtv	1241	Smithsonian Channel HD
104	FYI	354	REELZ	1244	American Heroes ChaHD
106	Travel Channel	370	Smithsonian Channel	1245	EI Rey HD
107	Centric	374	Sundance TV	1248	Logo TV HD
108	Destination America	384	IFC	1249	Fuse HD
109	Fuse	632	Mnet	1253	Cooking Channel HD
113	IFC	803	NBA TV	1254	DIY Network HD
114	Discovery Life	804	Tennis Channel	1262	Nat Geo WILD HD
116	GSN	806	FOX Sports 2	1264	Destination America HD
117	Sundance TV	807	CBS Sports Networks	1265	Science HD
119	Esquire	814	Spectrum Sports Net	1267	Travel Channel HD
120	FXX	815	MLB Network	1268	GAC HD
121	Sprout	825	NFL Network	1277	Ovation HD
122	Disney XD	836	Spectrum Sports Net LA	1280	GSN HD
123	BBC World News	914	ESPN Deportes	1287	FXX HD
125	Nick Jr.	915	FOX Deportes	1294	Esquire HD
126	MTV2	927	Spectrum Deportes	1299	Viceland HD
130	Cloot	929	NBC Universo	1300	MTV Live HD
132	FM	930	tr3s	1302	MTV2 HD
133	GAC	340	EI Rey	1304	Revolt HD
136	DIY Network	942	Univision Deported	1305	RFD-TV HD
138	MTV Classic	1103	TeenNick HD	1311	FM HD
139	CBS Sports Network	1106	Disney Junior HD	1314	CMT HD
140	Teen Nick	1107	Disney XD HD	1317	UP-Uplifting Enter HD
142	Cooking Channel	1108	Discovery Family Chan HD	1354	REELZ HD
143	Lifetime Real Women	1109	Sprout HD	1356	Sundance TV HD
144	Nicktoons	1110	Nick Jr. HD	1357	TCM HD
145	UP-Uplifting Entertainment	1111	Nicktoons HD	1359	LMN HD
146	TV One	1118	BYUtv HD	1363	IFC HD
147	Logo TV	1129	ESPNews HD	1370	Smithsonian Channel HD
148	Nat Geo WILD	1131	ESPNU HD	1384	IFC HD
150	ESPNews	1132	ESPN Deportes HD	1913	Spectrum Deportes HD
151	ESPNU	1134	Spectrum SportsNet HD	1914	ESPN Deportes HD
152	Viceland	1136	FOX Sports 2 HD	1915	FOX Deportes HD
153	ESPN Deportes	1137	CBS Sports Network HD	1929	NBC Universo HD
154	BET Jams	1140	NBA TV HD	1940	EI Rey HD
157	tr3s	1141	MLB Network HD	1942	Univision Deportes HD
158	NBC Universo	1145	NFL Network HD		
159	MLB Network	1155	Tennis Channel HD		

EXHIBIT C

Computation of Bulk Services Fee

The initial "Bulk Spectrum TV Select Service" fee shall be **\$27.00** per unit at the Property per month (plus applicable taxes and fees) . Operator will bill Owner for the "Bulk Spectrum TV Select Service" on a monthly basis in advance and payment by Owner shall be due within [30] days after the date of such invoice; provided that Owner shall not be required to pay any invoice more than 30 days prior to the month to which such invoice applies. If Operator fails to present an invoice prior to the first day of the month for which Bulk Spectrum TV Select Service are being provided, such failure shall not constitute a waiver of the charges for the Bulk Multi-Channel Video Services delivered to the Property, and Owner promptly shall pay such invoice when delivered by Operator. All statements rendered by Bright House Networks to Owner under this Agreement shall be due when rendered. Payments shall be subject to interest at the rate of 1.5 percent per month (calculated on a 365 day year) if not paid within 30 days. If any invoice is not paid within 30 days of the date of receipt, Owner shall be in breach of this Agreement and Bright House Networks may terminate the Agreement and seek and accelerate all damages resulting from Owner's failure to pay. Notwithstanding other provisions of this Agreement and in addition to any other remedy available to Bright House Networks at law or in equity, upon a breach by Owner during the "Spectrum TV Select Service" Term, Bright House Networks shall have the right, in its sole discretion, on thirty days' written notice to Owner to discontinue providing "Spectrum TV Select Service" and to provide any and all Services directly to residents of the Premises on a right of entry basis for the remaining portion of the Term under the provisions of this Agreement.

EXHIBIT D

EASEMENT AND MEMORANDUM OF AGREEMENT

1. Grant of Easement

In consideration of the covenants and agreements in the Agreement (defined below), for \$10, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, **PALMA SOLA BAY CLUB ASSOCIATION, INC** (Grantor") hereby grants to Bright House Networks, LLC, and Bright House Networks, LLC's successors and assigns (collectively, "Grantee"), a non-exclusive easement on Grantor's property and all its improvements (as described in the attached Exhibit A) (the "Property"). This easement shall be for the purposes of permitting Grantee and its affiliates and contractors to design, construct, install, operate, maintain, market, upgrade, repair and replace a system (including internal and external wiring, poles, conduits, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment ("System")) for the delivery of entertainment, video, Internet access, and other services that may be delivered over the System to and from the Property, as more fully provided in the Bulk Cable Service and Right of Entry Agreement between Grantor and Grantee with respect to the Property (the "Agreement"). During and in accordance with the terms of the Agreement and this easement, the System shall be and remain the sole property of Grantee and Grantee shall have the exclusive right to access, control, possess, and operate the System. The System shall not be deemed affixed to or become part of the Premises. Grantor shall also provide reasonable space for Grantee's equipment.

Grantor reserves the right to grant other easements on the Property, but shall not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein.

Grantee shall have and hold the easement, together with every right and appurtenance connected to it, for a Term of 5 Years plus an additional ninety (90) days thereafter. Grantor, its successors and assigns hereby agree to warrant and forever defend the easement to Grantee against every person who claims any part of it.

This easement shall not amend, modify, terminate, release or discharge any party from its rights or obligations under any other written easement with respect to the Property. If Grantee currently has the right to serve the Property under any other written easement, then such other easement shall survive this easement and shall continue to bind the parties in accordance with its terms; provided, however, that in the event of any conflict between the terms of any such other easement and this easement during the term hereof, this easement shall control. This easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor and on all subsequent owners of the Property, as well as on others who may claim an interest in the Property.

2. Memorandum of Agreement

In addition to the rights granted above, the Agreement grants to Grantee the right to market and provide bulk multi-channel video services and other services to Grantor and to residents and tenants of the Property.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]

PALMA SOLA BAY CLUB ASSOCIATION, INC.

Date: 3-31-17

By: [Signature]

Title: Director

Witnesses: [Signature]
Sign Name

DOE PAULINA
Print Name

Witnesses: [Signature]
Sign Name

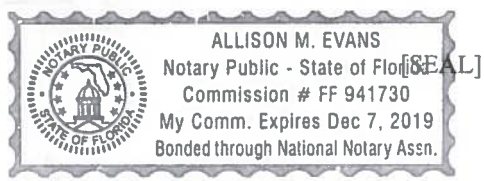
Susan Ornelas
Print Name

State of Florida

County of Sevier ss:

This instrument was acknowledged before me by Mark Filburn as the Director of **PALMA SOLA BAY CLUB ASSOCIATION, INC.** on the 31st day of March, 2017.
Witness my hand and official seal.

[Signature]
Notary Public



My commission expires: _____

Bright House Networks, LLC

By: [Signature]

David Marvin

Title: Vice President Community Solutions

Witnesses: [Signature]
Sign Name

TOM D'HALLORA
Print Name

Witnesses: [Signature]
Sign Name

Christina M. Potendi
Print Name

State of FLORIDA)

County of Pinellas) ss:

This instrument was acknowledged before me by **David Marvin** as the **Vice President Community Solutions** of **Bright House Networks, LLC**, on the 17th day of APRIL, 2017.

Witness my hand and official seal.
[Signature]
Notary Public



My commission expires: _____

Exhibit A to Easement and Memorandum of Agreement