

**COMMUNICATIONS NETWORK AND SERVICE AGREEMENT**

(Bulk)

The pages that precede the signature blocks below are referred to as the "Property-Specific Terms". The Property-Specific Terms together with the Attachments listed below constitute the Communications Network and Service Agreement ("Agreement"), which is entered into by the following customer ("Owner") and service provider ("Operator") on the "Effective Date" set forth under Operator's signature below. Each of Owner and Operator may be referred to in the Agreement as a "party", and, together, as the "parties". Capitalized terms used in these Property-Specific Terms without definition shall have the meanings assigned to them in the applicable Attachment.

<b>Owner Name and Billing/Legal Notice Addresses:</b>	<b>Operator Name and Legal Notice Addresses:</b>
	Spectrum Sunshine State, LLC
<b>Billing Office and Notice Address:</b>  Ameri-Tech Community Management, INC. 24701 US Highway 19 North Suite 102 Clearwater, FL 33783 ATTN: Sarah Evans	<b>All Notices Sent to Office at:</b> 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department – Operations
<b>All Notices Also Sent to (if applicable):</b>	<b>All Notices Also Sent to Office at:</b> 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department – MDU
	<b>All Notices Also Sent to:</b> <a href="mailto:DL-SCS-Legal@charter.com">DL-SCS-Legal@charter.com</a>

<b>Property Information:</b>	<b>Owner's Property Management Company Information (if applicable):</b>
<b>Property Address:</b> EASTWOOD PINES TOWNHOMES 1821 PINE CONE CIR CLEARWATER FL 33760 Attn: Jean Miller Telephone: 727-536-4579	<b>Corporate Office Address:</b> Ameri-Tech Community Management, INC. 24701 US Highway 19 North Suite 102 Clearwater, FL. 33763 ATTN: Sarah Evans 727-726-8000
<b>Property Type:</b> Condo/Townhome	
<b>Number of Units:</b> 56	
<b>On-Site Contact Name:</b> Jean Miller	<b>Contact Name:</b> Jean Miller
<b>On-Site Telephone:</b> 727-536-4579	<b>Contact Telephone:</b> 727-536-4579
<b>On-Site Email:</b> jemiller@lampabay.rr.com	<b>Contact Email:</b> jemiller@lampabay.rr.com

Owner owns (or is building), or, in the case of an owner's association, is the authorized representative for the multi-unit property referred to above (including the underlying land and all improvements thereon, the "Property"). Owner and Operator desire that Operator install (as necessary) and operate the System to make the Services available to Users in accordance with the terms of the Agreement. Owner and Operator agree as follows:

- Term.** The Agreement commences on the Effective Date and may be terminated by either party at any time after the end of the Service Commitment Period by providing a Termination Notice (defined hereafter) (the "Term").
- Service Commitment Period.** The "Service Commitment Period" is 96 months and commences on the later of the following two dates: (a) the date that System installation or upgrading is complete (or the Effective Date if Operator currently serves the Property and no System modifications are required); or (b) if Owner is purchasing any bulk Services under the Agreement, the date that Operator first begins billing Owner the full (undiscounted) Bulk Service Fee to all Units.
- Termination Notice.** In addition to any early termination rights contained elsewhere in the Agreement, either party may terminate the Agreement after the end of the Service Commitment Period by providing the other with a termination notice (the "Termination Notice"). The Termination Notice must provide at least 90 days advance notice of termination.

4. **Service Activation Date and Commencement of Billing.** Operator will begin providing and billing for Services (to Users for individually-billed Services and/or to Owner for Services provided on a bulk-billed basis) on the Service Activation Date. The "Service Activation Date" is

● no later than 60 days after the Effective Date.

5. **Special Terms.** The following special terms supplement and/or supersede, as the case may be and as the context requires, any contrary terms in the Attachments.

5.1 **Door Fee (One-Time) Payment.** \$150.00 per Unit, for a potential total of \$8,400.00.

**Owner Remittance Address.** Operator shall send all payments to Owner to the following address: , 24701 US Highway 19 North Suite 102 Clearwater, FL 33763 Attn: Ameri-Tech Community Management, INC.

5.2 **Bulk Service Fee.** The "Bulk Service Fee" is \$72.00 per Unit x 56 Units = \$4,032.00 per month (plus applicable taxes and fees) for the Services provided on a bulk-billed basis as described below. Operator may increase the Bulk Service Fee by 6% each year beginning the later of the (a) January following the start of the Service Commitment Period, unless the Service Commitment Period starts on the Effective Date and the Effective Date occurs in October, November, or December, in which case Operator shall not increase the Bulk Service Fee until January of the following calendar year or (b) January, 2023 as further specified in the applicable bulk Service Attachment(s).

5.3 **Bulk Video Service.** Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Spectrum TV® Platinum (Spectrum TV® Select, Digi Tier I and II) ; and (b) the CPE, if any, listed in the Section below, if any (collectively, the "Bulk Video Service"). The Bulk Video Service will be provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Video Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Video Service. The channel line-up for the Bulk Video Service is available at <https://www.spectrum.com/bulk-channel-lineup> or the applicable successor URL

5.4 **Bulk Video Service CPE.** The Bulk Service Fee includes

**User Responsible**

● TWO digital set-top box per Unit. User is required to self-install this CPE and is responsible for returning the CPE to Operator. Users may request CPE upgrades and/or professional CPE installation directly from Operator, and, if available, will be provided per Operator's then-current terms and conditions.

5.5 **Bulk Internet Service.**

Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Advanced Community WiFi Ultra (400 Mbps x 20 Mbps) ("Advanced Community WiFi" for the purposes of the Bulk Internet Services Attachment); and (b) the CPE listed in the Section below, if any (collectively, the "Bulk Internet Service"). The Bulk Internet Service will be provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Internet Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Internet Service.

5.6 **Bulk Internet Service CPE.** The Bulk Service Fee includes

**User Responsible**

● one modem and wireless router per Unit. User is required to self-install this CPE and is responsible for returning the CPE to Operator. Users may request CPE upgrades and/or professional CPE installation directly from Operator, and, if available, will be provided per Operator's then-current terms and conditions.

6. **Attachments.** The following Attachments are incorporated into and made a part of the Agreement by this reference.

Internal Wiring (Owner Install or Upgrade) Attachment

Exclusive Marketing Rights Attachment

Door Fee (One-Time) Payment Attachment

Bulk Video Service Attachment

Bulk Internet Service Attachment

- 7. **Signatures; Authority.** The individuals signing below represent to Owner and Operator that they are duly authorized to execute and deliver the Agreement on behalf of the entity for which they have signed. Electronic signatures or exact copies (such as facsimiles) of original signatures shall have the same force and effect as original signatures.

Owner Eastwood Pines Townhomes Association, Inc.

OPERATOR

Spectrum Sunshine State, LLC

*Jean E. Miller*

Signature

Jean E. Miller

Printed Name

Bd. President EW Pines TH Assn

Title

By: Charter Communications, Inc., its Manager

DocuSigned by:

*Kathy Santoro*

BF666D80C1DC4E1...

Signature

Kathy Santoro

Printed Name

Director, Spectrum Community Solutions

Title

3/9/2022

Effective Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

RECORDING REQUESTED BY AND	
WHEN RECORDED MAIL TO:	
Charter Communications	
<u>Attn: 3611 Queen Palm Dr</u>	
<u>Address: Tampa, FL 33619</u>	
_____	

Above space for recorder's use only

This Memorandum of Agreement ("**MOA**") is entered into by the "**Owner**" and "**Operator**" set forth in the signature blocks below, effective as of the date Operator signs this MOA.

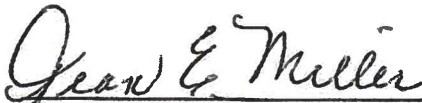
1. **Agreement and Property.** Concurrently with this MOA, Owner and Operator have entered into a Communications Network and Services Agreement (the "**Agreement**") relating to the property described in **Property Address and Legal Description** attached to this MOA (including all improvements now or hereafter located thereon)(the "**Property**"). The Agreement and MOA are integrally related and coterminous (as further described below). Because any acquiror of the Property is obligated to assume the Agreement, such acquiror should request a copy of the Agreement from Owner for its review.
2. **Grant of Access; Recording.** In consideration of the covenants and agreements in the Agreement and as such may be amended between Owner and Operator from time to time, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner and Operator, Owner hereby grants and conveys to Operator and its Authorized Representatives (as defined in the Agreement) a nonexclusive easement across, under, over, within and through the Property, as necessary for Operator to perform its obligations under the Agreement, including the right, on an exclusive or nonexclusive basis as set forth in the Agreement, to (a) install, operate, use, maintain, repair, upgrade, replace and/or remove the System (defined hereafter) to as permitted by the Agreement; and (b) to offer, provide and market any services that Operator can provide to the Property ("**Services**") as permitted by the Agreement. "**System**" means conduit, wiring (such as fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (such as wireless access points, gateways, switches, routers, amplifiers, etc.), software, facilities (such as building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.) equipment, rooftop antennas, and all other network infrastructure installed, upgraded and/or used by Operator at the Property to provide the Services. Operator may record this MOA in the public records at any time.
3. **Term; System Removal.** The easement granted in this MOA touches and concerns the Property, runs with the land (and title to the Property), and is binding on Operator, Owner, all subsequent acquirors of the Property, others who may claim any interest in the Property, and all of the foregoing parties' successors and assigns. The easement granted in this MOA, unless terminated earlier as permitted by the Agreement, automatically terminates on the date that is six months after Operator has ceased using the System to provide any Services at the Property (the "**Term**"). Notwithstanding the foregoing, after the Term, Operator shall have an additional 60-day period to access the Property to remove or dispose of the System as permitted by the Agreement.

4. **Other Terms.** This MOA includes adequate space for Operator to place its System components in locations mutually acceptable to Owner and Operator. Any Pathways where the System is to be located that are owned by Owner or a third party shall, as between Owner and Operator, be owned by Owner, and Owner hereby grants to Operator the nonexclusive right to access, use, and maintain such Pathways. "Pathways" means all conduits, poles, moldings, risers, raceways, shafts, rooftops and similar pathways and areas at the Property where the System is or will be installed. If Owner is an association (such as a homeowners' association, condominium owners' association, etc.) or cooperative and only has the authority to provide Operator with access to the common areas of the Property, then the easement granted in this MOA automatically shall be limited to such common areas. If any unit owner or occupant does not provide Operator with access to their unit to install, maintain and operate the System, Operator shall have no obligation to perform any of its obligations under the Agreement with respect to such unit (including providing Services). Owner may grant other rights of access to the Property, but will not allow such other grants to interfere with the easement granted to Operator or Operator's use of the System. Operator shall have 24x7 access to the System to address emergency conditions (such as to correct a hazardous condition or general Service outage). Operator shall conduct all routine work at the Property (such as installations, disconnections, routine maintenance, testing, etc.) during normal and reasonable working hours established by Owner for the Property. At either party's request, an Owner Authorized Representative will accompany Operator's Authorized Representatives while accessing the Property. Notwithstanding termination of the Agreement or any contrary provision in the Agreement, if Laws (as defined in the Agreement) require Owner to provide Operator with access to the Property for the provision of any Service, then (a) Operator shall continue to own and be permitted to access and use any System components to provide Services to the Property; and (b) any System ownership and removal rights shall apply at such time as Laws no longer provide for Operator's access to the Property. Nothing in this paragraph shall operate as, or be construed to be, a waiver of any rights that Operator may have under any Laws, and all such rights are hereby reserved by Operator. Owner shall not (a) enter into any bulk-billed, bulk-provision (regardless of whether for a fee), bulk or volume discount, Owner-guaranteed payment, Owner-subsidized (such as a construction reimbursement or subsidy), flat rate, or any other similar arrangement with any other provider at the Property for services similar to the Services; or (b) sell, resell, or distribute the Services to any third party (including Property occupants) except as specifically permitted by the Agreement.

Owner Eastwood Pines Townhomes Association, Inc.

Spectrum Sunshine State, LLC

By: Charter Communications, Inc., its Manager

  
 Signature

JEAN E. MILLER

Printed Name

Bd. President EW Pines T/A

Title

ASSOC

Printed Name

DocuSigned by:  
  
 Signature

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Kathy Santoro

Director, Spectrum Community Solutions

Title

Effective Date 3/9/2022

STATE OF Florida,

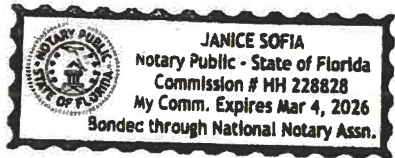
COUNTY OF Pinellas

On March 7, 2022 before me, Jean E. Miller, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Janice Sofia

Expiration Date: March 4, 2026



STATE OF Florida )

COUNTY OF Hillsborough )

On March 9, ~~2022~~, before me, Kathy Santoro, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Cynthia Hartfield

Expiration Date: 8-23-2024





**Property Address and Legal Description**

1821 PINE CONE CIR CLEARWATER, FL 33760

**EASTWOOD PINES TOWNEHOMES PHASE 1 CONDO BLDG 5, APT 36**