

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 will have the meanings assigned to them in the applicable Attachment.

Owner Name and Billing/Legal Notice Addresses:	Operator Name and Legal Notice Addresses:
CROSS CREEK AT EAST LAKE WOODLANDS HOMEOWNERS ASSOCIATION, INC.	Spectrum Sunshine State, LLC
Billing Office and Notice Address: 1300 RIVER OAKS CT OLDSMAR, FL 34677 Attn: Cross Creek at CLW Telephone: (813) 433-2019	All Notices Sent to Office at: 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department - Operations
All Notices Also Sent to (if applicable): 720 Brooker Creek Blvd., Suite #206 OLDSMAR, FL 34677 Attn: Kim Hayes	All Notices Also Sent to Office at: 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department - MDU
	All Notices Also Sent to: DL-SCS-Legal@charter.com

Property Information:	Owner's Property Management Company Information (if applicable):
Property Address: Cross Creek At East Lake Woodlands Homeowner Association, Inc. 1300 RIVER OAKS CT OLDSMAR, FL 34677 Attn: Thomas Ruddy Telephone:	Corporate Office Address: Cross Creek At East Lake Woodlands Homeowner Association, Inc. 720 Brooker Creek Blvd., Suite #206 Oldsmar, FL 34677 Attn: Kim Hayes Telephone: 813-433-2019
Property Type: Condo/Townhome	
Number of Units: 122	
On-Site Contact Name: Thomas Ruddy	Contact Name: Kim Hayes
On-Site Telephone: 813-433-2019	Contact Telephone: 813-433-2019
On-Site Email: thomasruddy31@gmail.com	Contact Email: khayes@mgmt-assoc.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 60 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 Service 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.** \$200.00 per Unit, for a potential total of \$24,400.00.

- 5.2 **Owner Remittance Address.** Operator shall send all payments to Owner to the following address: CROSS CREEK AT EAST LAKE WOODLANDS HOMEOWNERS ASSOCIATION, INC., 720 Brooker Creek Blvd., Suite #200, Odessa, FL, 34077, Attn: Cross Creek at ELW

- 5.3 **Bulk Service Fee.** The "Bulk Service Fee" is \$55.00 per Unit x 122 Units = \$6,710.00 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 5% 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, as further specified in the applicable Bulk Service Attachment(s).

- 5.4 **Bulk Video Service.** Owner is purchasing from Operator on a bulk billed basis (a) the Service currently known as Spectrum TV® Select Plus, plus Entertainment View and Sports View and Cloud DVR Plus; and (b) the CPE, if any, listed in the Section below, if any (collectively, the "Bulk Video Service") including One (1) common area. 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.

- 5.5 **Bulk Video Service CPE.** The Bulk Service Fee includes the following Bulk Video Service CPE (if any is necessary to receive Bulk Video Services):

User Responsible

- Two Xumo Primary Stream Box(es) with Cloud DVR or Two digital set-top box(es) Or One (1) HD STB and One HD DVR STB (DVR Service Enabled) at User's request 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.

- 5.6 **Bulk Internet Service.** Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Advanced Community WiFi Ultra (500 Mbps x 20 Mbps) ("Advanced Community WiFi" for the purposes of the Bulk Internet Services Attachment), including One (1) common area at the following speeds 500 Mbps x 20 Mbps; 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.

- 5.7 **Bulk Internet Service CPE.** The Bulk Service Fee includes the following Bulk Internet Service CPE (if any is necessary to receive Bulk Internet Service):

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.

System Installation and Services Attachment

Internal Wiring (Owner Install or Upgrade) Attachment

Non-Exclusive Marketing Rights Attachment

Door Fee (One-Time) Payment Attachment

Bulk Video Attachment

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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 will have the same force and effect as original signatures.

OWNER

**CROSS CREEK AT EAST LAKE WOODLANDS HOMEOWNERS
ASSOCIATION, INC.**

Signature

Printed Name

Title

OPERATOR

Spectrum Sunshine State, LLC

By: Charter Communications, Inc., its Manager

Signature

R. Lynn Dodson

Printed Name

VP, Spectrum Community Solutions

Title

Effective Date: _____