

BULK CABLE SERVICE AND RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of 7/23, 2013 (the "Effective Date"), by and between Regal Palms Owners Association, Inc. ("Customer"), located at 2700 Sand Mine Road Davenport, FL 33837, and BRIGHT HOUSE NETWORKS, LLC ("BHN"), with offices at 1004 US Highway 92 W Auburndale, FL 33823.

Recitals

Customer is the Association of Regal Palms Resort, located at 2700 Sand Mine Road Davenport, FL 33837, more particularly described on Exhibit A (the "Premises"), which contains approximately Five Hundred Ninty Eight (598) 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 Polk County, Florida (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 Bulk High-Speed Internet Service and Bulk Digital Cable Service

"Bulk High-Speed Internet Service" shall mean high-speed internet access with wireless capability provided by BHN through Road Runner and/or, at BHN's sole discretion, any other brand of high-speed internet access BHN may choose to offer at the discounted bulk rate. BHN shall use commercially reasonable efforts to provide internet access with maximum speeds of [30] Mbps for downloads and [2] Mbps for uploads.

"Bulk Digital Cable 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 Digital Cable Service shall also mean the provision of one set-top box per unit, being one of the following; a Digital Set-Top Box, a Digital DVR Set-Top Box, an HD Set-Top Box or a Digital HD DVR Set-Top Box. In the event a Unit selects a DVR Set-Top box or additional equipment, then the residents shall be billed directly for the recurring monthly DVR service fee or additional equipment. The Resident shall be required to sign for responsibility of the set-top box provided, otherwise, BHN shall not be required to provide a set-top box to said Unit and the Unit shall not then be exempt from the Bulk Services Fee.

"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, movie channels, pay services, pay-per-view channels, pay-per-view programs, video on demand, Internet services other than Bulk High-Speed Internet Service, personal computer data networking services, and any other one- or two-way entertainment, data, 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 commencing on the Effective Date and expiring Ten (10) years after the date on which BHN activates billing for Services hereunder, and shall remain in effect and be automatically renewed for successive Five (5) year 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. **Right of First Refusal.** If, at the end of the Term Customer receives any offer from any third party for the right to provide any Competitive Service at the Premises on a bulk billing or exclusive basis, or 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, Customer shall provide to BHN immediate written notice of such offer, and for a period of fifteen (15) business days after receipt of such notice, BHN shall have the right to match such offer under equivalent or better terms and conditions.

4. **Non-Exclusivity.** Customer hereby grants to BHN the following rights during the first Ten (10) years of the Term: (a) the exclusive right to market any Service or 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 and (b) the non-exclusive right to provide high speed internet service to the Premises. Where any law or regulation prohibits Customer from granting or BHN from receiving exclusive 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 all Units regardless of whether such Units are occupied. On January 1, 2015, 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, subject to any reduction per Section 18.

6. **Bulk High-Speed Internet Service.** Bulk High-Speed Internet Service shall be installed for on one outlet with one modem and wireless capability per Unit.

7. **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.

8. **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 retain all the sole ownership and rights to its System and Property.

9. **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.

10. **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.

11. **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

12. **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.

13. **Promotion of Services.** Customer shall (a) acknowledge BHN in all advertising publication materials used to promote the Premises; (b) distribute any material provided by BHN describing the Services to current and prospective Residents; (c) display BHN's marketing and sales materials in any sales office and common areas of or for the Premises; (d) include BHN's contact information in Customer's welcome letter and utility contact list, along with any marketing material provided by BHN; (e) permit BHN to display signage at mutually agreed locations on the Premises; (f) permit BHN to periodically host events at the Premises (at BHN's expense) in order to introduce and sell Services to current and prospective Residents; and (g) permit BHN to place advertisements or information about the Services in any Customer newsletter, bulletin, website or other communications or materials directed to the Premises and/or the Residents. Customer shall promptly direct to BHN any request for any Service received from any Resident.

14. **Inspection of System; Notification Requirement.** No less than one time per calendar quarter during the Term, Customer shall cause its on-site management to carefully and diligently inspect the pedestals, lockboxes, and other secured or accessible areas housing the components of the System to ensure the integrity thereof and to ensure that no other party has accessed or is using the System. 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.

15. **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 ; provided that Customer shall inform BHN of the location of all known private underground utilities and other known private facilities on the Premises and shall be responsible for all costs associated with the repair of any damage to any such utility or facility caused by any failure of Customer to properly inform BHN of the location thereof. 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.

16. **Complimentary Service.** The Regal Palms Owners Association Inc. shall within the first 12 months of activation of bulk billing, provide written notification to BHN if it wants to receive complimentary services at the Regal Palms Club (the "Club") as outlined herein. Any additional services would be subject to retail rates. **(Video)** BHN shall provide Digital Cable Service accounts to the separately subdivided and owned Regal Palms Club (the "Club") located immediately outside the east boundary of the Premises on up to 5 outlets. This complimentary service shall be provided to a common area of the Club (e.g. clubhouse, fitness center, computer room and office) of the Customer's choice, the service will include all Digital converters to provide service. No pay-per-view or premium channels shall be available on this account. **(High Speed Internet Service)** BHN will provide Road runner High Speed Internet service consisting of 1 modem per location and speeds consisting of [10] Mbps for downloads and [1] Mbps for uploads to the Club (e.g., Clubhouse / Computer Café / Office). **(Community Channel)** BHN at its sole cost and expense shall provide equipment (the "Info Channel Equipment") required to transmit an information channel over the System, to be operated by Customer at Customer's sole cost and expense, this will be in Digital Format and be assigned to a channel with-in the Bulk Channel lineup. The Customer shall provide a climate-controlled space on the Premises, approximately 2'x2'x5', for use by BHN to accommodate such equipment, equipment will include a computer with a 13" to 19" monitor with Windows, Power Point, a signal Modulator and a standby power supply. In the event BHN relocates the information channel other than at Customer's request, BHN shall do so at its expense. In the event BHN relocates the information channel at Customer's request, Customer shall reimburse BHN for any expenses incurred to relocate the channel. BHN shall maintain the Info Channel Equipment during the applicable manufacturer's warranty period. Customer shall be responsible for all other maintenance, operation, costs and liability for the information channel and Info Channel Equipment.

17. **Wi-Fi Hot Spot:** The Regal Palms Owners Association Inc. shall within the first 12 months of activation of bulk billing, provide written notification to BHN if it wants to receive complimentary services at the Regal Palms Club (the "Club") as outlined herein. Any additional services would be subject to retail rates. For the term of this Agreement and without cost to Association, Bright House Networks shall provide wireless connectivity Internet access within (a) the Club (e.g., the Clubhouse / Pool), and (b) 4 BBQ areas located on the Premises. ("Wi-Fi Spots"). Access to the Internet via any Wi-Fi Spots provided by Bright House Networks shall be controlled and regulated by Bright House Networks. Bright House Networks retains the ability to deny any user access to the Internet via a Wi-Fi Spot for any violations of Bright House Networks' related rules and regulations or for violations of applicable law. Further, Bright House Networks retains the right to regulate access to the Wi-Fi Spots and may limit access to include Bright House Networks' High Speed Data customers, or otherwise charge users of a Wi-Fi Spot on a time usage or other basis. Association shall be responsible for wireless equipment placed on the Premises. If any equipment is lost, stolen or damaged, the

Association will be responsible to pay Bright House Networks the then current replacement cost of such equipment. Upon termination of this Agreement, any and all equipment provided by Bright House Networks shall remain the property of Bright House Networks and such equipment shall be returned to Bright House Networks within ten days of the termination date.

18. **Special Considerations.** Upon written request from the Customer, BHN agrees to reduce the number of "bulk billed units" on the Customer's bulk master account, for BHN's Bulk Service no more than once a quarter. This reduction is commensurate with the number of Units in Non Payment status or foreclosure process. The number of total Units in this provision will be capped at up to ten percent (10%) of the total Units. Customer agrees that a request letter will be provided to BHN, verifying that in fact, the specified number of Units is indeed in the foreclosure process or at least 90 days past due resulting in a Non Payment status. Customer shall provide a letter on their attorney's letterhead at least ten (10) days prior to the first day of each quarter in a calendar year stating how many properties are in foreclosure or at least 90 days past due resulting in a Non Payment status. Customer shall provide a supplementary letter which shall list each Unit's address that is in the foreclosure process or at least 90 days past due resulting in a Non Payment status. Upon confirmation and provision of relevant addresses, and once per quarter, BHN will physically disconnect these Units and as such, Customer hereby agrees to hold BHN harmless in the implementation of such request. Customer shall be responsible for the Bulk Fee up to the disconnection date. BHN may charge a reconnect fee for every Unit being reconnected. Such fee shall be fifty dollars and zero cents (\$50) plus tax ("Reconnection Fee"), subject to change at BHN's discretion. The Reconnection Fee shall be charged to a Resident's cable account upon reconnection of their Unit.

19. **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.

20. **Subordination and Non-Disturbance Consent.** If at any time any part of the Premises is or becomes encumbered by a lien or security interest that is senior to BHN's Easement and Memorandum of Agreement, Customer shall use reasonable efforts to obtain from the lienholder a Subordination and Non-Disturbance Consent substantially in the form of **Exhibit E** and deliver such agreement to BHN as promptly as possible, but in no event later than thirty (30) days after the date (a) of this Agreement or (b) when the lien or security interest attaches, whichever is later; provided, however, that so long as Customer has used its reasonable best efforts to obtain such consent, Customer's failure to so deliver the consent shall not be deemed to be a breach of this Agreement, but, until such a consent is delivered, any existing written agreement granting BHN the right to serve the Premises (e.g. easements and rights-of-entry agreements) shall continue in full force to the extent necessary to provide BHN with the right to access and serve the Premises. BHN agrees to be bound by the terms of the Subordination and Non-Disturbance Consent upon Customer's delivery to BHN of a fully-executed copy thereof.

21. **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: Property Solutions Mgr.
1004 US Highway 92 W
Auburndale, FL 33823

If to Customer: Regal Palms Owners Association, Inc.
c/o Soleil Management, LLC
7200 S. Las Vegas Blvd.
Las Vegas, Nevada 89119

22. **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.

23. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. 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 Polk County, Florida, for a state court proceeding, and the United States District Court for Florida, 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. BHN acknowledges the potential limit on enforceability of this Agreement in accordance with Section 718.1232, Florida Statutes.

24. **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.

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

26. **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.

27. **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. BHN acknowledges that Customer's representations with respect to the Premises excludes property not owned by Customer. BHN represents and warrants that BHN has the full authority to fully perform its obligations hereunder.

28. **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.

29. **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.

30. **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.

31. **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.

32. **Assignment.** No Assignment of this Agreement is permitted without the written Consent of Customer. Such consent shall not be unreasonably withheld. 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.

33. **Survival.** The terms of Sections 3, 8, 26, 27 and 29-33 shall survive the expiration or termination of this Agreement for any reason.

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

35. **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.

36. **Sub-Association Agreements.** It is the understanding of both parties that Customer is a master homeowners' association over the Premises and that the Premises consists of neighborhood sub-communities and sub-associations for certain portions of the Premises ("Sub-Associations"). Said Sub-Associations may have entered into separate agreements with BHN for the purpose of receiving bulk cable services for the sub-community they govern within the Premises. Because the purpose of this Agreement is to encumber the entire Premises under one contract, it is the purpose and intent of BHN to terminate all existing bulk cable services contracts and easements with the Sub-Associations and/or respective management companies simultaneous with the execution of this Agreement. As a result, upon the execution of this Agreement, all existing Sub-Associations bulk cable services contracts and easements shall terminate on the Effective Date herein without penalty, and this Agreement shall be binding on all the Premises.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]

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

Regal Palms Owners Association, Inc.

Date: 07/23/2013

Sign: [Signature]

Title / Print Name: KEITH TREE

Witnesses:

Sign Name: KA Tree

Print Name: KA Tree

State of FLORIDA

County of Polk) ss:

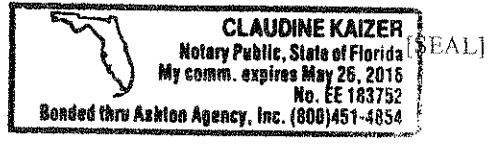
Sign Name: Eric July

Print Name: ERIC GEORGE

This instrument was acknowledged before me by Keith Tree as the President of Regal Palms Owners Association, Inc. on the 23 day of July, 2013.

Witness my hand and official seal.

Claudine Kaizer
Notary Public



My commission expires: May 26, 2016

Bright House Networks, LLC

By: [Signature]

Title: Gary E. Cassard VP / GM Tri-County

Witnesses:

Sign Name: [Signature]

Print Name: Charan Gill

State of FLA

County of Polk) ss:

Sign Name: [Signature]

Print Name: Randall Clark

This instrument was acknowledged before me by GARY E. CASSARD as the VP/GM TRI-COUNTY of Bright House Networks, LLC, on the 30 day of JULY, 2013.

Witness my hand and official seal.

Brian N. Bierwagen
Notary Public

[SEAL]

My commission expires: [Signature]



EXHIBIT A

Legal Description of Premises

See attached.

262514999962001310
REGAL PALMS OWNERS ASSOCIATION INC
0 SAND MINE RD
DAVENPORT FL 33897

REGAL PALMS AT HIGHLAND RESERVE PB 122 PGS 5 & 6 TRACTS A B C D F G & H

262514999957002130
REGAL PALMS OWNERS ASSOCIATION INC
0 CALABRIA AVE
DAVENPORT FL 33897

REGAL PALMS AT HIGHLAND RESERVE PHASE 2 PLAT BOOK 125 PGS 1 & 2 TRACT H BEING PRIVATE ROADS & TRACTS K & L

262514999954003120
REGAL PALMS OWNERS ASSOCIATION INC
0 LA MIRAGE ST
DAVENPORT FL 33897

REGAL PALMS AT HIGHLAND RESERVE, PHASE 3 PLAT BOOK 129 PGS 24 & 25 TRACTS H N O P Q R S & T

262514999950003820
REGAL PALMS OWNERS ASSOCIATION INC
0 CALABRIA AVE
DAVENPORT FL 33897

REGAL PALMS AT HIGHLAND RESERVE, PHASE 4 PLAT BOOK 131 PGS 25 & 26 TRACTS H U V & X

262514999949005990
REGAL PALMS OWNERS ASSOCIATION INC
0 CALABRIA AVE
DAVENPORT FL 33897

REGAL PALMS AT HIGHLAND RESERVE, PHASE 5 PLAT BOOK 132 PGS 34 THRU 37 TRACTS AA BB CC DD FF & H (TRACT H BEING PRIVATE RDS)

EXHIBIT B
Channels Initially Included in Bulk Digital Cable Service

- | | |
|--|--|
| 2 - TV Guide | 58 - CARTOON NETWORK |
| 3 - WEDU CH 3 PBS | 59 - SYFY |
| 4 - WTOG CH 44 THE CW | 60 - FX |
| 5 - WFTT CH 50 TELEFUTURA | 61 - COMEDY CENTRAL |
| 6 - WTTA CH 38 MYTV TAMPA BAY | 62 - OWN-OPRAH WINFREY NETWORK |
| 7 - C-SPAN 2 | 63 - THE WEATHER CHANNEL |
| 8 - WFLA CH 8 NBC | 64 - AMC |
| 9 - BAY NEWS 9 | 65 - NATIONAL GEOGRAPHIC CHANNEL |
| 10 - WTSP CH 10 CBS | 66 - MTV |
| 11 - WFTS CH 28 ABC | 67 - The Golf Channel (Converter Required) |
| 12 - WMOR CH 32 IND | 68 - HALLMARK CHANNEL |
| 13 - WTVT CH 13 FOX | 69 - WE |
| 14 - C-SPAN | 70 - EWTN |
| 15 - WVEA CH 62 UNIVISION | 95 - JEWELRY CHANNEL |
| 16 - WUSF (PBS) 16 (Converter Required) | 97 - TELEMUNDO |
| 17 - WXPX CH 66 ION | 98 - SHOP NBC |
| 18 - WGN AMERICA | 99 - TV GUIDE |
| 19 - BET | |
| 20 - WFTV CH 9 ABC | |
| 21 - QVC | |
| 22 - HSN | 100 - Science |
| 23 - TBS | 101 - H2 |
| 24 - VH-1 | 102 - The Hub |
| 25 - HISTORY CHANNEL | 103 - Military Channel |
| 26 - NBC SPORTS NETWORK | 104 - Bio |
| 27 - ESPN | 105 - Disney West |
| 28 - ESPN2 | 106 - Ovation |
| 29 - CNN | 107 - Centric |
| 30 - HEADLINE NEWS | 108 - Destination America |
| 31 - SUN SPORTS | 109 - Bright House Networks Weather |
| 32 - USA NETWORK | 110 - Jewelry Channel |
| 33 - TNT | 111 - EWTN |
| 34 - DISCOVERY CHANNEL | 112 - SPEED |
| 35 - ANIMAL PLANET | 113 - Independent Film Channel |
| 36 - NICKELODEON | 114 - Discovery Fit & Health |
| 37 - FOX NEWS CHANNEL | 115 - FLIX West |
| 38 - LIFETIME | 116 - Game Show Network |
| 39 - FOX SPORTS FLORIDA | 117 - Sundance |
| 40 - DISNEY CHANNEL | 118 - FLIX East |
| 41 - MSNBC | 119 - Style |
| 42 - CNBC | 120 - Fox Soccer |
| 43 - SPIKE | 121 - Sprout |
| 44 - OXYGEN | 122 - Disney XD |
| 45 - CMT | 123 - BBC America |
| 46 - TLC | 124 - G4 |
| 47 - Bright House Sports Network | 125 - Nick Jr. |
| 48 - A&E | 126 - MTV2 |
| 49 - TV LAND | 127 - Bloomberg Television |
| 50 - LIFETIME MOVIE NETWORK | 128 - Current TV |
| 51 - BRAVO | 129 - NASA Television |
| 52 - ABC FAMILY | 130 - Cloo |
| 53 - TURNER CLASSIC MOVIES | 131 - Trinity Broadcasting Network |
| 54 - TRAVEL CHANNEL (Converter required) | 132 - Fuse |
| 55 - TRUTV | 133 - Great American Country |
| 56 - FOOD NETWORK | 134 - Youtoo |
| 57 - HGTV | 135 - Investigation Discovery |
| | 136 - DIY |

137 – SOAPnet
 138 – VH-1 Classics
 139 – CBS Sports Network
 140 – TeenNick
 141 – CNBC World
 142 – Cooking Channel
 143 – Lifetime Real Women
 144 – NickToons
 145 – Gospel Music
 146 – TV One
 147 – LOGO
 148 – Nat Geo Wild
 149 – Fox Business News
 150 – ESPN News
 151 – ESPNU
 153 – ESPN Deportes
 154 – MTV Jams
 156 – WAPA America
 157 – Tr3s
 158 – mun2
 159 – MLB Network
 163 – MTV Hits
 164 – Zeal2
 165 – America’s Auction Network
 167 – Shop Zeal 3
 168 – Chiller
 169 – Military History
 170 – Crime & Investigation Network
 171 – Daystar
 172 – Jewish Life TV
 173 – The Word Network
 174 – Jewelry Television
 175 – C-Span
 176 – C-Span2
 177 – C-Span3
 178 – TV Guide
 179 – Disney Jr.
 180 – Aspire
 181 – RLTV
 182 – Fox Deportes
 183 – NFL Network
 184 – Gems TV
 185 – Liquidation Channel
 186 – Shop Zeal 1
 187 – Shop Zeal 2
 188 – Shop Zeal 3
 189 – Shop Zeal 4
 190 – Shop Zeal 5
 191 – Shop Zeal 6
 192 – Shop Zeal 7
 340 – Tampa Bay On Demand
 341 – Market Place On Demand
 342 – Bay News 9 On Demand
 343 – Government & Education On Demand
 344 – Health On Demand
 345 – Cutting Edge On Demand
 347 – Lifestyle On Demand
 348 – Free Movies On Demand
 350 – Kids On Demand
 356 – Sports & Fitness On Demand
 357 – Nature & Knowledge On Demand
 358 – Primetime On Demand

359 – Music On Demand
 360 – Entertainment On Demand
 362 – Lo Mejor On demand
 368 – Music Choice On demand
 371 – FLIX East
 372 – FLIX West
 374 – Sundance
 375 – Fox Movie
 384 – Independent film Channel

WEDU-TV CHANNEL LIST

401 – Hit List
 402 – Hip Hop R&B
 403 – MC University
 404 – Dance/Electronica
 405 – Rap
 406 – HipHop Classics
 407 – Throwback Jamz
 408 – R&B Classics
 409 – R7B Soul
 410 – Gospel
 411 – Reggae
 412 – Classic Rock
 413 – Retro Rock
 414 – Rock
 415 – Metal
 416 – Alternative
 417 – Classic Alternative
 418 – Adult Alternative
 419 – Soft Rock
 420 – Pop Hits
 421 – 90’s
 422 – 80’s
 423 – 70’s
 424 – Solid Gold Oldies
 425 – Party Favorites
 426 – Stage & Screen
 427 – Kidz Only!
 428 – Toddler Tunes
 429 – Today’s Country
 430 – True Country
 431 – Classic Country
 432 – Contemporary Christian
 433 – Sounds Of The Season
 434 – Soundscapes
 435 – Smooth Jazz
 436 – Jazz
 437 – Blues
 438 – Singers & Swing
 439 – Easy Listening
 440 – Classical Masterpieces
 441 – Light Classical
 442 – Musica Urbana
 443 – Pop Latino
 444 – Tropicales
 445 – Mexicana
 446 – Romances
 520 – BHSN On Demand
 600 – Bright House Networks Travel Weather Now
 604 – WEDU FKN
 605 – WEDU+

606 - WEDU V-me
 607 - WFLA Me TV 8 Prime
 614 - Polk School Board
 615 - Lakeland Government Network
 616 - WUSF PBS
 617 - WUSF Kids
 618 - WUSF Create
 619 - WUSF FKN
 621 - NASA Edu
 622 - Polk Government TV
 623 - Florida Channel
 624 - Pentagon
 627 - WMOR Estrella TV
 629 - WFTS Live Well Network
 630 - WMOR This TV
 631 - WTSP Weather Now
 803 - NBA TV
 807 - CBS Sports Network
 897 - Nosotros On Demand
 898 - Lo Mejor On Demand
 900 - InfoMas'
 914 - ESPN Deportes
 915 - FOX Deportes
 918 - WAPA America
 923 - Disney XD (Sap)
 929 - mun2
 930 - Tr3s

1002 - WCLF CTN HD
 1003 - WEDU HD
 1004 - WTOG HD
 1006 - WTTA HD 38 Tampa Bay
1008 - WFLA (NBC) 8 HD
1009 - Bay News 9 HD
1010 - WTSP (CBS) 10 HD
1011 - WFTS (ABC) 28 HD
1012 - WMOR HD
1013 - WTVT (FOX) 13 HD
 1014 - WRMD Telemundo HD
 1015 - WVEA (Univision) HD
 1016 - WUSF PBS HD
 1017 - WXPX (ION) HD
 1018 - WGN America HD
 1102 - Nickelodeon HD
 1105 - Disney Channel HD
 1106 - Disney Jr. HD
 1107 - Disney XD HD
 1108 - The Hub HD
 1121 - ABC Family HD
 1122 - Hallmark Channel HD
1127 - ESPN HD
1128 - ESPN2 HD
1129 - ESPNEWS HD
1131 - ESPNU HD
 1132 - ESPN Deportes HD
 1137 - CBS Sports Network HD
 1140 - NBA TV HD
 1141 - MLB Network HD
 1145 - NFL Network
 1147 - Bright House Sports Network HD

1148 - Sun Sports HD
 1149 - FSN Florida HD
 1152 - NBC Sports HD
 1153 - Speed HD
 1154 - The Golf Channel HD
 1159 - FOX Soccer HD
 1209 - Bay News 9 HD
 1210 - NY1 HD
 1211 - InfoMas' HD
 1213 - Central Florida News 13 HD
 1214 - Fox News Channel HD
 1215 - CNN HD
 1216 - HLN HD
 1218 - MSNBC HD
 1219 - CNBC HD
 1220 - FOX Business Network HD
 1221 - Bloomberg HD
 1225 - The Weather Channel HD
 1226 - C-Span HD
 1227 - C-Span2 HD
 1228 - C-Span3 HD
 1230 - NASA TV HD
 1233 - TV One HD
 1234 - BET HD
 1235 - Velocity HD
 1236 - TBS HD
 1237 - TBS HD
 1238 - USA HD
 1239 - A&E HD
 1240 - Bio HD
 1242 - History HD
 1243 - H2 HD
 1246 - Investigation Discovery HD
 1247 - Crime & Investigation Network HD
 1250 - HGTV HD
 1252 - Food Network HD
 1253 - Cooking Channel HD
 1254 - DIY Network HD
 1255 - TLC HD
 1256 - Discovery Channel HD
 1259 - Animal Planet HD
 1260 - National Geographic HD
 1262 - Nat Geo WILD HD
 1264 - Destination America HD
 1265 - Science HD
 1267 - Travel Channel HD
 1270 - OWN HD
 1271 - Oxygen HD
 1272 - WE HD
 1273 - Lifetime HD
 1278 - BBC America HD
 1280 - GSN HD
 1281 - TV Land HD
 1282 - Cartoon Network HD
 1283 - FX HD
 1284 - G4 HD
 1285 - Spike HD
 1286 - SyFy HD
 1291 - TruTV HD
 1292 - Comedy Central HD
 1293 - E! HD
 1294 - Style HD

1295 – Bravo HD
1296 – TV Guide Network HD
1300 – Palladia HD
1301 – MTV HD
1302 – MTV2 HD
1306 – VH-1 HD
1311 – Fuse HD
1314 – CMT HD
1316 – Ovation HD
1317 – Gospel Music HD
1325 – HSN HD
1326 – QVC HD
1327 – Shop NBC HD
1354 – Reelz Channel HD
1355 – AMC HD
1357 – Turner Classic Movies HD

1359 – Lifetime Movie Network HD
1363 – Independent Film Network HD
1375 – HD Showcase On Demand
1389 – Fox Movie HD
1501 – HD Showcase On Demand
1506 – Primetime HD On Demand
1770 – 3D Bright House 1
1771 – 3D Bright House 2
1900 – InfoMas' HD
1901 – WVEA (Univision) HD
1903 – WFTT Telefutera HD
1914 – ESPN Deportes HD
1915 – FOX Deportes HD
1917 – Galavision HD
1918 – WRMD Telemundo HD

EXHIBIT C

Computation of Bulk Services Fee

BULK DIGITAL VIDEO / HSD SERVICES

Subject to Laws and Regulations, Operator shall be entitled to add to, delete from, move channel positions, and otherwise modify the Bulk Digital Video Services in its sole discretion from time to time.

BULK DIGITAL VIDEO / HSD SERVICES FEE

The initial "Bulk Digital Video / HSD Service" fee shall be \$53.00 per unit at the Property per month (plus applicable taxes and fees) Operator will bill Customer for the "Bulk Digital Video / HSD Service" on a monthly basis in advance and payment by Customer shall be due within [30] days after the date of such invoice; provided that Customer 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 Digital Video / HSD Services are being provided, such failure shall not constitute a waiver of the charges for the Bulk Digital Video / HSD Services delivered to the Property, and Customer promptly shall pay such invoice when delivered by Operator. All statements rendered by Bright House Networks to Customer 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, Customer shall be in breach of this Agreement and Bright House Networks may terminate the Agreement and seek and accelerate all damages resulting from Customer'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 Customer during the "Bulk Digital Video / HSD Service" Term, Bright House Networks shall have the right, in its sole discretion, on thirty days' written notice to Customer to discontinue providing "Bulk Digital Video / HSD 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 Bulk Digital Video / HSD Service Term and the Right of Entry Term under the provisions of this Agreement.

Association will also be liable for any lost, stolen or damaged Internet Modems (Equipment) installed to provide Bulk Internet services under this agreement, in the event that any Modems are lost, stolen or damaged Association will be billed the then current replacement cost for such equipment on the next Bulk Master Invoice cycle.

EXHIBIT D

Non Exclusive Easement and Memorandum of Agreement

See attached.

NON- EXCLUSIVE 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, **Regal Palms Owners 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 non-exclusive easement, together with every right and appurtenance connected to it, for the term of the Bulk Cable Service and Right of Entry Agreement, plus an additional ninety (90) days thereafter.

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]

Regal Palms Owners Association, Inc.

Date: 07/23/2013

By: [Signature] K. TREE

Title: PRESIDENT

Witnesses:

Print Name: 6 A Tree . C. TREE

Print Name: C. TREE .

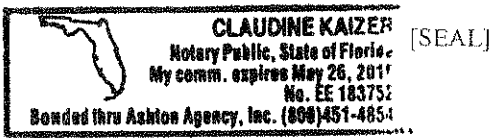
State of FLORIDA

County of Polk) ss:

This instrument was acknowledged before me by Keith Tree as the President of Regal Palms Owners Association, Inc. on the 23 day of July, 2013.

Witness my hand and official seal.

Claudine Kaizer
Notary Public



My commission expires: May 26, 2016

Bright House Networks, LLC

By: [Signature]

Title: Gary E. Cassard VP / GM Tri-County

Witnesses:

Print Name: [Signature]

Print Name: [Signature]

State of FLA

County of Polk) ss:

This instrument was acknowledged before me by GARY E. CASSARD as the VP/GM TRI-COUNTY of Bright House Networks, LLC, on the 30 day of JULY, 2013.

Witness my hand and official seal.

[Signature]
Notary Public

[SEAL]

My commission expires: _____

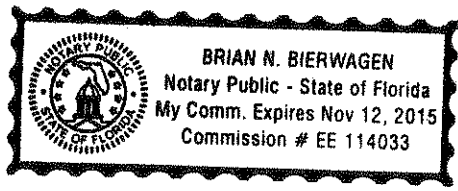


Exhibit A to Easement and Memorandum of Agreement

See attached legal description of property.

EXHIBIT E

Subordination and Non-Disturbance Consent

See attached.

SUBORDINATION AND NON-DISTURBANCE CONSENT

The undersigned is, or represents the present owner and holder of, an indebtedness secured by a lien, security interest, or other encumbrance (as identified below) ("Lienholder") on the real property described on Exhibit A (the "Property").

Lienholder has been advised that the property owner, [PROPERTY OWNER'S LEGAL NAME] ("Owner"), and Bright House Networks, LLC ("Operator"), have entered into a Bulk Cable Service and Right of Entry Agreement ("Agreement") and an Easement and Memorandum of Agreement ("Memorandum") with respect to the Property. All capitalized terms not defined herein shall have the meanings assigned to them in the Agreement. Under the Agreement, Operator will offer Bulk High-Speed Internet Service, Bulk Standard Cable Service and Other Services to and from the Property. Through the Memorandum, Owner has granted an easement to Operator so that it may fulfill its contractual obligations under the Agreement.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lienholder does the following:

- (a) consents to Owner's signing and delivering the Agreement and Memorandum, together with any related documents;
- (b) acknowledges that, although Operator's interests under the Agreement and Memorandum are subordinate to Lienholder's liens described below, Operator's rights shall not be disturbed upon the exercise of Lienholder's rights under the instruments described below, provided that Operator is not in default under the Agreement;
- (c) agrees that if it forecloses, Lienholder must condition the sale and transfer of the Property so that the new owner assumes--and covenants that it satisfactorily shall perform--Owner's obligations under the Agreement and Memorandum.

All of Lienholder's liens, security interests, and encumbrances on the Property are set forth in the instruments listed and recorded in the real-property records of the county in which the Property is located, at the volume and page stated below:

<u>Title of Instrument</u>	<u>Date</u>	<u>Volume</u>
[INSERT INFORMATION HERE]		

This instrument is binding on Lienholder and on all subsequent owners and holders of any part of the indebtedness secured by the instruments listed above. This instrument inures to the benefit of Operator, its successors, and assigns.

Dated: 07/23/2013

[LIENHOLDER'S LEGAL NAME]

By: K. TREE *[Signature]*
Title: PRESIDENT

State of FLORIDA)
County of Polk) ss

This instrument was acknowledged before me by Keith Tree as the President of [LIENHOLDER'S LEGAL NAME] on the 23rd day of July, 2013

Witness my hand and official seal
Claudine Kaizer
Notary Public

My commission expires: May 26, 2016

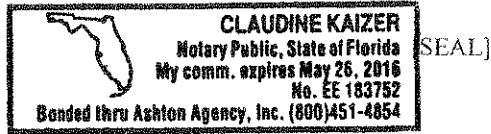


Exhibit A to Subordination and Non-Disturbance Consent

See attached legal description of property.