

BULK CABLE SERVICE AND RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of March 1, 2012 (the "Effective Date"), by and between **Curlew Landing Homeowner's Association, Inc.** ("Customer"), located at 2350 Bayshore Boulevard, Dunedin, Florida, and BRIGHT HOUSE NETWORKS, LLC ("BHN"), with offices at 700 Carillon Parkway, Suite 6, Saint Petersburg, Florida.

Recitals

Customer is the condominium/homeowners association for **Curlew Landing**, located at 2350 Bayshore Boulevard, Dunedin, Florida, more particularly described on **Exhibit A** (the "Premises") with (94) 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 the State of 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 Standard Cable Service.

"Bulk Standard 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.

"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 commencing on the Effective Date and expiring five (5) years after the date on which BHN activates billing for Services hereunder, and shall remain in effect and be automatically renewed for successive one (1)-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, during the Term and for one (1) year thereafter, 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) days after receipt of such notice, BHN shall have the right to match such offer under equivalent or better terms and conditions.

4. **Exclusivity.** Customer hereby grants to BHN the exclusive right, during the first ten (10) years of the Term, to (a) market any Service or any Competitive Service, including but not limited to any home monitoring 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) provide high-speed internet service at 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 each Unit. On January 1, 2013, and each subsequent January 1st, BHN may increase the Bulk Services Fee not more than seven percent (8%) 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.

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.

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. **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.

13. **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.

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. **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.

17. **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: Karen Zelski

700 Carillon Parkway, Suite 6
St. Petersburg, Florida 33716

If to Customer: _____

18. **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.

19. **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 Pinellas County, Florida, 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.

20. **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.

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

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **Survival.** The terms of Sections 2, 3, 7, 25, 26, 27, 28, 29, and 31 shall survive the expiration or termination of this Agreement for any reason.

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

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.

Curlew Landing Homeowner's Association, Inc. **BRIGHT HOUSE NETWORKS, LLC**

By: T. Serridge
Name: TOM SERRIDGE
Title: TREASURER

By: [Signature]
Name: John Doshier
Title: Vice President

EXHIBIT A

Legal Description of Premises

EXHIBIT B

**Channels Initially Included in Bulk Standard Cable Service
Bulk Standard Channel Line-Up***

| | | | |
|----------------------------|----|--------------------------|----|
| WCLF (Ch. 22) IND | 2 | Country Music Television | 45 |
| WEDU (CH. 3) PBS | 3 | The Learning Channel | 46 |
| WTOG (Ch 44) The CW | 4 | Catch 47 | 47 |
| WFTT (CH 50) Telefutura | 5 | A & E | 48 |
| WTTA (Ch 38) My Network TV | 6 | TV Land | 49 |
| WVEA (Ch 62) Univision | 7 | Lifetime Movie Network | 50 |
| WFLA (Ch 8) NBC | 8 | BRAVO | 51 |
| BAY NEWS 9 | 9 | ABC Family | 52 |
| WMOR (Ch 32) IND | 10 | Turner Classic Movies | 53 |
| WFTS (Ch 28) ABC | 11 | Travel Channel | 54 |
| WTSP (Ch 10) CBS | 12 | Court TV | 55 |
| WTVT (Ch 13) FOX | 13 | Food Network | 56 |
| E! | 14 | Home & Garden TV | 57 |
| C-SPAN | 15 | Cartoon Network | 58 |
| WXPX (Ch 66) ION | 17 | Sci-Fi Channel | 59 |
| WGN | 18 | FX | 60 |
| BET | 19 | Comedy Central | 61 |
| Discovery Health | 20 | VH-1 | 62 |
| HSN | 21 | The Weather Channel | 63 |
| QVC | 22 | American Movie Classic | 64 |
| TBS | 23 | National Geographic | 65 |
| C_SPAN 2 | 24 | MTV | 66 |
| The History Channel | 25 | The Golf Channel | 67 |
| VS | 26 | Hallmark Channel | 68 |
| ESPN | 27 | WE | 69 |
| ESPN 2 | 28 | EWTN | 70 |
| CNN | 29 | Community/Jewelry TV | 95 |
| Headline News | 30 | Community | 96 |
| Sun Sports | 31 | Telemundo | 97 |
| USA | 32 | Shop NBC | 98 |
| TNT | 33 | TV Guide | 99 |
| Discovery Channel | 34 | | |
| Animal Planet | 35 | | |
| Nickelodeon | 36 | | |
| Fox News | 37 | | |
| Lifetime | 38 | | |
| Fox Sports | 39 | | |
| Disney Channel | 40 | | |
| MSNBC | 41 | | |
| CNBC | 42 | | |
| Spike TV | 43 | | |
| Oxygen | 44 | | |

* Subject to Change

EXHIBIT C

Computation of Bulk Services Fee

BULK MULTI-CHANNEL VIDEO SERVICES

Channel line-up and description of Bulk Multi-Channel Video Services are attached. Subject to applicable law, Operator shall be entitled to add to, delete from, move channel positions, and otherwise modify the Bulk Multi-Channel Video Services in its sole discretion from time to time.

BULK MULTI-CHANNEL VIDEO SERVICES FEE

The Bulk Multi-Channel Video Services Fee shall be \$22.45 per Unit at the Property per month (plus applicable taxes and fees) for each unit wired for Standard Service regardless of whether such unit is occupied. The Bulk Multi-Channel Video Services Fee does not include Operator's provision of rental equipment to Residents, which shall be billed for and paid by Residents. Operator will bill Association for the Bulk Multi-Channel Video Services on a monthly basis in advance and payment by Association shall be due upon receipt. If Operator fails to present an invoice prior to the first day of the month for which Bulk Multi-Channel Video Services 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 Association promptly shall pay such invoice when delivered by Operator.

Beginning January 1, 2013, Operator shall be entitled to raise the Bulk Multi-Channel Video Services Fee as follows: At any time upon 30 days prior written notice to Association; provided that such increases shall not exceed 8% annually.

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, **Curlew Landing Homeowner's 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 as long as Grantee holds a franchise or other legal right to deliver the services provided under the Agreement in the County of Pinellas, Florida, 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]

Curlew Landing Homeowner's Association, Inc.

Date: February 3, 2012

By: T. Serridge

Title: Treasurer / Agent

Witnesses:
Print Name: Carol Serridge

Print Name: CAROL Serridge

State of Florida) ss:

County of Pinellas

This instrument was acknowledged before me by Tom Serridge as the Treasurer of Curlew Landing Homeowner's Association, Inc. on the 3rd day of February, 2012.

Witness my hand and official seal.
Deborah E. Beaty
Notary Public

[SEAL]

My commission expires: 2-23-12



Bright House Networks, LLC

By: [Signature]

Title: John Doshier, Vice President

Witnesses:
Print Name: Barbara Feathers

Print Name: Latonya V. Nelms

State of Florida) ss:

County of Pinellas

This instrument was acknowledged before me by John Doshier as the Vice President of Bright House Networks, LLC, on the 11th day of March, 2012.

Witness my hand and official seal.
Karen C. Zelski
Notary Public



My commission expires: 11-30-2015

Exhibit A to Easement and Memorandum of Agreement

See attached legal description of property.