

**AMENDMENT  
TO THE BULK SERVICES RATE ADDENDUM  
TO THE INSTALLATION AND DISTRIBUTION AGREEMENT**

**This Amendment** ("Amendment"), is entered into as of **March 28, 2023** ("Effective Date") by and between Winston Towers 100 Association, Inc., a Florida not for profit corporation with offices located at 250 174<sup>th</sup> Street, Sunny Isles Beach, FL 33180 (hereinafter "Owner") and Cogeco US (Miami), LLC d/b/a Breezeline (formerly Atlantic Broadband (Miami), LLC), a Delaware limited liability company with offices located at 3 Batterymarch Park, Suite 200, Quincy MA 02169 (hereinafter "Company"). This Amendment refers to Owner and Company collectively as the "Parties" and each individually as a "Party".

**WHEREAS**, Owner and Company have entered into a certain Bulk Services Rate Addendum to the Installation and Distribution Agreement (the "Addendum"), dated November 8, 2019, whereby Company delivers Services to Premises owned or controlled by Owner.

**WHEREAS**, the Parties now desire to amend certain provisions of the Addendum in order to reflect the terms related to the new fiber installation on the Premises and to otherwise accurately reflect the intent of the Parties and other items as provided herein.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intending to be bound hereby agree as follows:

1. As of the Effective Date, Section 7. BULK SERVICES, of the Addendum shall be deleted in its entirety and replaced with the following:

**"7. BULK SERVICES:** Owner hereby grants to Company the exclusive right to provide Owner with Bulk Services at a Bulk Service Rate (as set forth below) for the exclusive use by Owner and the Service Users located at the Premises. Company will invoice Owner directly for the Bulk Services provided in accordance with the Bulk Service Rate as set forth below, and the payment obligations set forth in the Agreement. The election of a Service User not to receive the Bulk Services set forth herein shall not excuse Owner from the payment obligations set forth herein as it relates to such Service User. Company may adjust rates from time to time, with notice to Owner, during the Bulk Service Rate Term. Taxes, surcharges, franchise, and/or other governmental fees, shall not be deemed to be included in the Bulk Service Rate or limited by the foregoing provision, and such taxes and fees may be passed on to Owner at the time such increases are imposed on Company. Company may offer additional Services to Service Users on the Premises that are not included in the Bulk Services, or that may be upgrades to the Bulk Services, on a retail basis. All arrangements for connecting, serving and billing Service Users of the Premises for such other Services will be made directly between the Company (or its agents) and such Service Users.

**a. Bulk Services Rate:** The monthly bulk service rate charged to Owner for each Service User receiving the Bulk Services ("Bulk Service Rate") is set forth below and shall be billed as follows:

1. Bulk Service Rate per Service User: **forty-four dollars and ninety-nine cents (\$44.99);**
2. Number of Service Users: **four hundred and seven (407);**

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3. Bulk Service Rate Term: **Eight (8) years from the Commencement Date (defined herein),**
4. Activation Date: Company will use commercially reasonable efforts to complete the fiber installation and activation of the Bulk Services on a time schedule mutually agreeable to Company and Owner that is estimated to be within **nine (9) months** after the date of the last signature set forth below **(the "Commencement Date")**, provided, that in no event shall Company be in breach of this Addendum or the Agreement for failure to complete such installation and activation by a certain date;
5. The Bulk Services shall consist of the following Services and Equipment:

<b>Bulk Service(s)</b>
<b>Locals+ and Variety+ Video Programming</b>
<b>150 Hours Cloud DVR</b>
<b>"Select 300 Internet" – up to three hundred (300) Mbps symmetrical internet speeds wired to the modem</b>

<b>Equipment</b>	<b>Quantity</b>
<b>TiVo IPTV Boxes</b>	<b>2</b>
<b>Fiber Modem</b>	<b>1</b>
<b>Wifi Your Way Superpods</b>	<b>2</b>

**b. Installation Charge:** Service Users will have until one (1) year after the Activation Date to arrange for Company to install the Bulk Services at no charge, after which, Company may charge such Service User its then-current installation rates for installation of the Bulk Services.

**c. Pricing and Renewal Guarantee:** Except for taxes, franchise, and/or other governmental fees, the Bulk Service Rate is guaranteed for one (1) year from the Activation Date. Each year thereafter, the Bulk Service Rate, including any programming, copyright, and/or retransmission costs, will be increased in the amount equal to **four percent (4.0%)**. Upon the Expiration Date, the Bulk Service Rate Term shall automatically renew for consecutive terms of one (1) year each (each a "Renewal Term"), unless either Party notifies the other in writing of its intention not to renew the Bulk Service Rate Term no less than three (3) months prior to the end of the then-current Bulk Service Rate Term or Renewal Term. In the event that Owner continues to use the Bulk Services set forth in this Addendum after the Expiration Date, the Parties' rights and obligations under this Addendum and the Agreement, including but not limited to Owner's payment obligations as set forth in this Addendum, shall continue until Owner requests for such Bulk Services to be disconnected.

**d. Account Representative:** Company shall assign an account representative to Owner to serve as a contact point for Owner and the Service Users regarding any service issues

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or concerns. Such account representative shall be assigned at Company's discretion, and may be changed at any time with notice to Owner.

**e. Auto Internet Speed Upgrade.** During the Renewal Term, in the event that Company either (i) increases the download and upload speeds of existing Internet Services for all residential multi-dwelling units receiving fiber based contracted bulk discount services in the South Florida area ("Discount Bulk Internet Services"), or (ii) Company offers a new increased speed internet service package to Discounted Bulk Internet Services, then Company shall provide the applicable increases to the download and upload speeds of the Internet Services at no additional cost, provided that Owner shall not receive speed increases at no additional cost if such speed increases either: (a) requires alternate or upgraded Equipment/technology different from the existing Equipment currently provided by Company to Owner (including, but not limited to, the use of upgraded modems or non-fiber based technologies); or (b) are offered to residential subscribers on a retail-only basis outside the scope of Discounted Bulk Internet Services.

**f. Service & Equipment Upgrade:** On or after the completion of the forth (4<sup>th</sup>) year of the Bulk Services Rate Term, if requested by the Owner in writing, the parties may negotiate in good faith for an upgrade of the Bulk Services. The Owner acknowledges any negotiated upgrades to the existing Bulk Services, including the Equipment used with such Bulk Services, may result in a change to the then current monthly per unit Bulk Rate paid by the Owner, provided that in no event shall the new monthly Bulk Rate be less than the then current Bulk Rate. Furthermore, in no event shall the negotiation for upgraded Bulk Services result in a reduction of the remaining Bulk Service Term or of any remaining Renewal Term, set forth herein."

2. Effective as of the Commencement Date (as amended herein), the table within Section 11 (Courtesy Services) shall be deleted in its entirety and replaced with the following:

Location or Area Receiving Courtesy Service:	Courtesy Service(s) Provided:	Equipment Provided:	Quantity of Equipment	Quantity of Outlets:
Resident's Office #1				1
	Select 300 Internet	Fiber Modem	1	
		Wifi Your Way Superpods	2	
Resident's Office #2				1
	Locals+ and Variety+ Video Programming	TiVo IPTV Box	1	
	Select 300 Internet	Fiber Modem	1	
		Wifi Your Way Superpods	2	

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Location or Area Receiving Courtesy Service:	Courtesy Service(s) Provided:	Equipment Provided:	Quantity of Equipment	Quantity of Outlets:
GYM				
	Locals+ and Variety+ Video Programming	TiVo IPTV Boxes	4	
	Select 300 Internet	Fiber Modem	1	
		Ruckus Access Point	1	

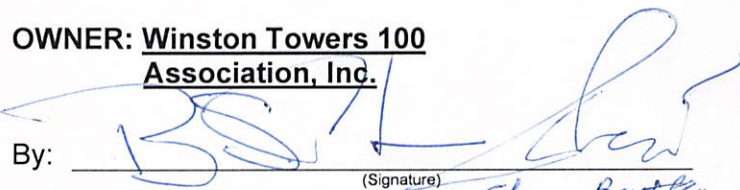
3. In all other respects and except as explicitly agreed upon and amended herein, the Parties agree that all other terms of the Addendum shall be reaffirmed and remain in full force and effect as if set forth herein anew.
4. The Amendment constitutes the entire agreement of the Parties with respect to the subject matter hereof. The Addendum and this Amendment shall not be further amended or modified except by a written instrument signed by Owner and Company. In the event of a conflict between this Amendment and the Addendum, the terms of this Amendment shall control.
5. Nothing expressed or implied in this Amendment is intended to confer upon any person, other than the parties hereto, or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Amendment.
6. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument, and this Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Amendment, effective as of the Effective Date first stated above.

**COMPANY: Cogeco US (Miami), LLC  
d/b/a Breezeline**

**OWNER: Winston Towers 100  
Association, Inc.**

By: \_\_\_\_\_  
(Signature)

By:  \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Printed Name: Shawn Butler  
Bruce Petersa

Title: \_\_\_\_\_

Title: Vice President / Treasurer

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

Date: 6/1/2023 / 6/1/23