

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT**Exclusive Use and Exclusive Marketing**

This Nonexclusive Installation and Service Agreement ("Agreement") is dated this 26 day of October ("Effective Date"). Owner shall sign and deliver this Agreement to Operator no later than thirty (30) days from the Effective Date and Operator shall sign this Agreement no later than sixty (60) days from the Effective Date. If Owner fails to sign this Agreement within this time period the Agreement shall be deemed null and void. Capitalized terms used in this Agreement shall have the same meaning as specified in Section 1 "Basic Information" set forth below or as otherwise defined herein. The agreements of Owner and Operator are set forth herein.

1. BASIC INFORMATION:

OWNER: <i>Rivers Run Homeowners Association Inc.</i>	OPERATOR: <i>Spectrum Northeast, LLC</i>
Office: Street Address: – C/O Crofton Perdue Management Associates, Inc., 111 Marsh Rd, Suite 1 City/State/Zip: Pittsford, NY 14534 Telephone Number: 585-248-3840 Facsimile Number: 585-248-3666	Corporate Office: 12405 Powerscourt Drive St Louis, MO 63131 Attention: Legal Department – Operations Additional Legal Notice Address: 6399 South Fiddler’s Green Circle, Sixth Floor Greenwood Village, CO 80111 <u>Attention: Legal Department - MDU</u>
Premises (or Property): Premises Name: <u>River’s Run</u> Street Address: <u>Rivers Run</u> City/State/Zip: <u>ROCHESTER, NY 14623</u> Telephone Number: <u>585-248-3840</u> Property Type: Sr Properties (Ind Living) Number of units, single family homes, condos, etc ("units"): 58	
Agreement Term. The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 10 years unless either party provides written notice of termination not less than ninety (90) days prior to the end of the Agreement Term then in effect.	
Start Date: <u>10/26/2021</u>	Expiration Date: <u>12/28/2026</u>

Services: Services shall mean all lawful communications services that Operator may provide including, without limitation, all multi-channel video and audio programming services (specifically, "Video Service"), Internet access services, including WiFi Services and/or voice services and any substantially similar services.

Operator will activate or renew the Services on the Premises no later than sixty (60) days of the date this Agreement is signed by Owner and delivered to Operator or (ii) the Start Date.

Equipment: All above-ground and underground coaxial cables, fiber optic lines, Internal Wiring, conduit, amplifiers, customer premises equipment such as converters/receivers/set top boxes and modems ("CPE") and/or any and all other equipment or facilities necessary for, installed, and/or used by Operator (as originally installed in the Premises and as otherwise modified by Operator thereafter) to provide the Services pursuant to the provisions of this Agreement. The Equipment extends from the external boundary lines of the Premises up to and including the outlets or external wall in each unit as necessary to provide Services to the unit.

Internal Wiring (subset of Equipment): Any internal wiring located within the interior of any building or lot on the Premises (including "cable home wiring" or "home run wiring" as such terms are defined at 47 CFR §§ 76.5(l) and 76.800(d) but excluding, without limitation, CPE, electronics, active components, and exterior Equipment) enabling Operator to provide Services to each occupant and common area thereof, up to the point on the exterior of such building(s) or lot at which point Operator may connect its distribution facilities to such wiring.

Common Area: The buildings, streets, roadways, alleyways, conduits, wiring, easements and structures located within the common areas of the Premises.

Service Area: The territory in which the Premises are located for which Operator holds a franchise or other legal authority to provide Video Service and/or the Services to subscribers as of the Start Date and thereafter during the Agreement Term.

2. **GRANT.** For and in consideration of the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner hereby grants Operator the (i) right to install, route, operate, improve, remove, service, repair and/or maintain the Equipment within the Premises, (ii) exclusive right to use the Internal Wiring, and (iii) nonexclusive right to provide the Services within the Premises (including without limitation any buildings or units constructed on or added to the Premises hereafter) subject to the provisions of Section 4 herein. Notwithstanding anything to the contrary in this Agreement, if Owner only has the ability to grant and convey access to the Common Area(s), the grant and access rights conveyed herein shall be limited to such Common Area(s). In such case, if any Resident does not provide the necessary access to a unit or lot within the Premises for the purpose of installing Equipment, the parties acknowledge that Operator shall have no obligation to install Equipment in such unit/lot or provide Services to such Resident. Further, if the necessary Equipment has been installed and Service is

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being provided to such Resident but the Resident does not continue to grant access to such unit/lot as needed by Operator, Operator will not be responsible for any further installation, repair, maintenance, outage or other Service obligations provided in this Agreement to such unit.

3. SERVICES. Operator shall have the nonexclusive right to offer and the exclusive right to market the Services to and contract directly with residents, homeowners, unit owners or tenants of the Premises (“Residents”). Operator will arrange for installations with and bill the Residents directly for Services provided to them. Operator shall have the right to disconnect or refuse to provide Services to any Resident who (i) fails to meet or comply with Operator’s standard terms and conditions for Services or (ii) uses the Services in violation of applicable law. If Operator reconnects such users, then Operator shall have the right to charge then current standard disconnection and reconnection fees to such Resident. Owner acknowledges that Operator reserves the right to select and make changes to the programming comprising the Video Services offered to persons located in the Service Area (including the Residents), or add to, discontinue or change the rates and Services or any features, technology or components available to the Premises as Operator may deem necessary or desirable in its sole discretion. The rates Operator charges Residents will be consistent with the residential rates Operator generally charges in the Service Area, as the same may change from time to time. The signal quality of the Video Services will meet or exceed any applicable standards prescribed by the Federal Communications Commission (the “FCC”).

4. ACCESS. With respect to the Services and subject to Section 2, Owner hereby grants and conveys to Operator the right of access to, across, under and over the Premises as necessary or desirable to route, install, maintain, improve, service and/or operate the Equipment and any of Owner’s facilities and equipment used in connection with the provision and marketing of Services. Owner agrees that Operator may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, the “Agents”) and that access to the Premises granted by Owner pursuant to this Section will extend to such Agents. Any Agent shall be bound by the terms of this Agreement.

For and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, Owner represents that it has not granted and agrees that it will not (i) grant any other easements or rights to any third party that will interfere with Operator’s delivery of the Services, including signal interference and/or the operation of Equipment on and within the Premises or (ii) use or enable any other person/third party to use any portion of the Equipment (including in unit Home Wiring to provide services to the Residents. In addition, Owner hereby agrees that Operator shall have and maintain exclusive use of all Equipment during the Term hereof and any renewal term or period thereafter. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity is not intended to limit the rights of the Residents to obtain services to the extent that they elect to do so (a) from a competing multi-channel video provider transmitting its signals directly to the Residents *via* microwave or satellite without making use of the Equipment or in any way interfering with Operator’s provision of Services; (b) from any competing provider that has or is granted access to the Premises to provide

services in competition with Operator's Services without the use of the Equipment (excluding any Internal Wiring owned by a Resident); or (c) to the extent that such Resident has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property interest (provided that Owner shall in no event participate in or encourage the installation, provisioning, marketing or hook-up of such competing services). For purposes of clarification, nothing in this Agreement shall be deemed to prevent Owner from granting another provider the right of access to the Premises to provide its services to Residents as long as such grant does not interfere with Operator's delivery of Services on the Premises and does not breach Operator's rights granted pursuant to this Agreement.

Any conduit, moldings, risers, raceways, or other spaces where the Equipment is located, that are installed and owned by Owner or a third party, shall (as between Owner and Operator) be owned by Owner and Owner hereby grants to Operator the nonexclusive right to access, use, and maintain such items

5. **EASEMENT.** Simultaneously with the execution of this Agreement, Owner will sign before a notary an easement in the form of Exhibit A attached hereto and incorporated herein by reference. Owner agrees that the easement may be recorded at any time. This easement is in addition to the other access rights granted by this Agreement.

6. **EQUIPMENT.** If Operator is installing any of the Internal Wiring, (i) Owner shall assist the Operator in the opening and closing of all trenches wide enough and deep enough to accommodate Operator's facilities and (ii) Operator hereby conveys all of its right, title, and interest in and to such Internal Wiring to Owner and Owner hereby grants Operator the exclusive use of such Internal Wiring. If Owner is installing any portion of the Internal Wiring, in consideration and as a condition of any obligation of Operator to perform under this Agreement, Owner shall first complete installation of such Internal Wiring within the Premises at Owner's cost in accordance with specifications provided by Operator. Upon completion of the initial installation of the Internal Wiring, Operator will install, route, maintain, improve, repair, service, remove from, and/or operate any Equipment it is using on the Premises in accordance with applicable law.

Operator's maintenance and repair obligation to the Internal Wiring during the term of the Agreement is only to that Internal Wiring used to serve its subscribers on the Premises. Notwithstanding the foregoing, Operator shall not, and shall have no obligation to, install, route, maintain, improve, repair, service, remove from, and/or operate any Equipment located in or on a Resident's unit/lot unless the owner of such unit/lot has consented to Operator's access thereof and Owner agrees that Operator shall have no liability or responsibility for any resulting delay in installation, repair, maintenance, service delivery and/or signal outages. To the extent any of the Equipment is owned by Owner in accordance herewith, Owner shall reimburse Operator with Owner's prior written approval for any maintenance thereof to the extent that the same necessitates full replacement of Equipment components and/or repairs of any component to the extent the cost of such repairs exceeds 50% of the value of such component(s). Except as otherwise provided in this Agreement, neither party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or other materials owned by the other party, provided.

however, that subject to the terms set forth in Section 13, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct. Without limiting the foregoing, neither party will be liable for loss of or damage to the property of the other that occurred because of the occurrence of any Force Majeure Event, natural disaster or other casualty loss over which such other party has no control

Any Equipment that is installed by Operator or Operator's predecessor(s)-in-interest (excluding any Internal Wiring that is conveyed by Operator to Owner pursuant to this Section 5), shall always be owned by and constitute the personal property of Operator, shall not become a fixture of the Premises and neither Owner nor any Resident shall have any right, title or interest in such Equipment.

Owner hereby grants Operator the right to enter the Premises upon termination of this Agreement for the purposes of removing Equipment pursuant to the terms set forth in this paragraph. Within sixty (60) days after the expiration or earlier termination of this Agreement (but without creating any additional termination rights hereunder), Operator shall be entitled to either remove the Equipment (in its entirety or in part excluding any Internal Wiring owned by Owner or Resident) or to leave the Equipment in place (in its entirety or in part). Any Equipment left in place beyond the expiration of aforementioned sixty (60) day period shall be considered abandoned, and title thereto shall revert to Owner. In the event that Operator installs, maintains or removes all or any part of the Equipment, Operator shall restore the Premises to as near as is reasonably possible to its condition prior to the installation, maintenance or removal, normal wear and tear excepted.

Owner shall use commercially reasonable efforts to safeguard the Equipment against others. In addition, Owner is prohibited from making, enabling, or allowing any unauthorized connection to or other relocation, disturbance, interference or other tampering with the Services or Equipment (excluding any Internal Wiring owned by Resident), any of which shall be cause for (a) immediate disconnection/suspension of Services, (b) termination of this Agreement and/or (c) legal action in Operator's sole discretion, and Operator shall be entitled to recover from Owner any resulting damages.

Without limiting Operator's exclusive use of the Equipment, should (A) an antenna or signal amplification system for use in connection with communications equipment (now installed or hereafter installed on the Premises ; (B) any Owner modification, move, disturbance, relocation of, and/or work on the Internal Wiring; (C) any use of the Internal Wiring by another service provider granted access to the Premises to provide its services; or (D) an interference or obstruction caused by the acts or omissions of Owner or a third party interfere with the Services provided by Operator hereunder or hinder the proper operation of the Equipment, Owner acknowledges and agrees that Owner has the affirmative obligation to completely and permanently eliminate such interference immediately upon knowledge thereof or notice from Operator. In the event (i) proper operation of the Equipment and/or unhindered provision of Operator's Services is no longer possible as a result of interference or obstruction caused by the acts

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or omissions of a third party or any Force Majeure Event, or (ii) any interference or obstruction poses a risk to the safety of Operator's personnel or damages the Equipment as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner and right to cure unless federal or state law applicable to Operator does not provide for a cure period. Operator shall not be obligated to distribute a quality signal to the Premises better than the highest quality which can be furnished as a result of such interference, until such time as the interference is eliminated or corrected by Owner or a third party.

If (i) any part of Sections 4 or 6 are determined to be invalid, prohibited or otherwise no longer enforceable and (ii) Operator conveyed any Internal Wiring to Owner and Owner then granted Operator exclusive rights to such Internal Wiring pursuant to this Section 6, then Operator shall have the immediate right to purchase the Internal Wiring back from Owner for one dollar (\$1.00).

7. INSTALLATION REVIEW; SUBSEQUENT INSPECTION. If applicable, Operator may perform an installation review of the Premises prior to installation of the Equipment or activation of the Services. If available, Owner may be required to provide Operator with accurate site and/or physical network diagrams or maps of the Premises prior to the installation review. Operator may directly or through its agents inspect the Premises before beginning installation, and shall satisfy itself that safe installation and proper operation of the Equipment and the Services are possible in such location.

8. AUTOMATIC DEFAULT. Owner agrees during the term of the Agreement not to authorize, allow or provide bulk services on Premises from another provider. Bulk Services means Services offered to the Premises on a discounted basis including Video Services, Internet access Services including WiFi Services and voice Services. A violation of this Section is an automatic default of the Agreement.

9. OWNER'S AGREEMENTS. Owner shall provide without charge to Operator adequate space and services for placement of the Equipment (in locations mutually acceptable to the parties), right of access to the Equipment, and such additional rights of access, space and services as are necessary for Operator to provide the Services and to carry out the terms of this Agreement. Subject to all applicable laws and as necessary to provide the Services, Operator will have the right to make use of all existing poles, conduits, wiring and other facilities and equipment on the Premises that Owner owns or controls. At Operator's request, Owner, or a representative designated by Owner, will accompany Operator's employees or agents into any unoccupied residential unit for the purpose of installing Services and/or removing the Equipment.

10. OWNER'S REPRESENTATIONS. Owner represents and warrants to Operator that Owner is a homeowner's association representing the individual unit owners of the units comprising the Premises and not the actual fee owner of the Premises, and (ii) has the legal authority to bind the legal owner(s) of and the holder of fee title to the Premises and/or the units/lots therein to this Agreement. Owner further represents and warrants to Operator that no other person has or will be granted any rights

in the Premises that conflict with Operator's rights under this Agreement; that there is no litigation pending or threatened pertaining to whether Owner has the right and/or authority to execute or enter into this Agreement or any like instrument; that Owner has the authority to execute, deliver and carry out the terms of this Agreement, including the execution of the easement, and that no additional consent, filing, notification, or approval (including approval of unit owners) is required in connection with the grant of rights set forth in this Agreement. The person signing this Agreement on behalf of Owner represents and warrants that it/he/she is Owner's authorized agent and has full authority to execute this Agreement on behalf of Owner and bind Owner to the terms and conditions of this Agreement.

11. OPERATOR'S REPRESENTATIONS. Operator shall maintain and service its Equipment and provide Services to the Residents as set forth herein. Operator represents and warrants that Operator and its affiliates have all the necessary approvals, consents and governmental authorizations, licenses and permits to provide the Services and shall comply with all federal, state and municipal laws, orders rules and regulations applicable to the Equipment and the provision of Services. Operator will repair at its expense any damage to the Premises to the extent caused by the negligence or willful misconduct of Operator, its employees or Agents, normal wear and tear excepted.

12. INDEMNITIES. Each party shall indemnify, defend and hold harmless the other (and its employees, representatives and agents) against all liabilities, claims, losses, costs, damages and expenses resulting from third party claims in connection with its breach of any provision of this Agreement and from any injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property or the environment, but only to the extent that such liability, loss, damage or expense arises from any negligent act or omission, willful misconduct, breach of any representation or warranty made hereunder or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

13. UNAUTHORIZED USE. In the event that either party becomes aware of any unauthorized receipt of the Services on the Premises or any tampering with the Equipment (or any part thereof) by any individual or entity other than the other party, such party shall promptly notify and cooperate with the other party to promptly end such unauthorized receipt or tampering.

14. ASSIGNMENT. This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner shall also be binding upon any managing agent or homeowner's association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after

such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

15. NOTICES. Any notice to be given under this Agreement shall be in writing sent by nationally recognized overnight courier service or postage prepaid by U.S. certified mail, return receipt requested, to each address for the affected party as set forth in the "Basic Information" Section above or to such other addresses as the parties may designate in writing by notice sent in accordance with this Section. Delivery of any notice shall be effective five (5) days after mailing *via* U.S. certified mail or on the date delivered or the date on which delivery is refused, declined, or attempted, if sent by overnight courier service. Neither party may change its address for purposes of receiving notice under this Agreement except by providing notice in accordance with this Section.

16. MARKETING PRIVILEGES. Operator shall have the exclusive right to market and to promote the Services and any comparable services via digital means and portals, on the Premises by means of distribution of printed and digital advertising materials and Service information, Operator provided information on Services in welcome and information packages for Residents and prospective Residents, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the Residents, and allowing, at Operator's request, the display of advertising materials in Common Areas of the Property and on-site promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance.

17. TERMINATION. Neither party may terminate this Agreement prior to the expiration of the then-current term except as otherwise stated herein. If either party fails to comply with the terms of this Agreement and such non-compliance is material, such non-compliance shall constitute a default by such party hereunder. In the event of a default by a party hereunder, the non-defaulting party may (i) terminate the Agreement on thirty (30) days prior written notice, unless the other party cures or commences to cure such breach during such thirty (30) day period and diligently proceeds with such cure (exercising commercially reasonable efforts); and/or (ii) bring an action against the defaulting party for damages or any other available legal or equitable remedies. Both parties acknowledge that damages resulting from any material breach by the other party of any of its obligations under this Agreement may be difficult to determine in any action at law and that any such default under this Agreement by a party shall cause the other irreparable injury and damage; and therefore, each party expressly agrees that in the event of a default under this Agreement, the non-defaulting party shall be entitled to injunctive and other equitable relief against the defaulting party, including without limitation, specific performance. If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of prosecuting or defending against such action, including reasonable attorneys' fees and court costs. The rights and remedies herein shall be cumulative, and the exercise of one shall not preclude or act as a waiver of any other right or remedy. Resort to equitable relief shall not be construed as a waiver of any other rights or remedies which

Operator may have for damages or otherwise. In the event of a termination by Operator in accordance with this provision, such termination shall not constitute a termination of Operator's rights to have access to the Premises for the purposes of providing Services to the Residents thereof.

18. WARRANTIES; LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Notwithstanding anything to the contrary stated hereunder, Operator will not be liable for any indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities

19. FORCE MAJEURE. Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control (a "Force Majeure Event"), including, but not limited to, the following to the extent they are beyond the control of the applicable party: acts of God, weather, acts of public authority, war, riot, strike, work stoppages or failure or delays of utilities, suppliers or carriers, but in any event such nonperformance will be excused only for so long as such condition exists.

20. MISCELLANEOUS PROVISIONS. This Agreement supersedes any prior agreement between the parties with respect to the specific subject matter of this Agreement as applies to the Premises, and may not be amended except by a written agreement signed by the parties

21. MANDATORY ACCESS LAWS. Notwithstanding anything to the contrary in this Agreement, if applicable laws require Owner to provide Operator with access to the Premises for the provision of any Service, then Operator shall continue to be permitted to access and use all Equipment to provide its Services to the Premises. Nothing in this Agreement shall operate as, or be construed to be, a waiver of any rights that Operator may have under such access laws, and all such rights are hereby reserved by Operator.

22. JURISDICTION. This Agreement shall be governed by federal law and the laws of the state in which the Premises are located (excluding said state's choice of law provisions).

23. SEVERABILITY. If any one or more of the provisions (or any portion thereof) of this Agreement are found to be invalid, illegal or unenforceable in any respect under applicable law or otherwise, such invalid provision (or portion thereof) shall be severed from this Agreement to the limited

extent of such invalidity/unenforceability, and the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.

24. EFFECTIVENESS. This Agreement shall not be considered an offer and shall not be binding upon Operator until it is duly signed by both parties where indicated below.

25. ADDENDA AND EXHIBITS. This Agreement shall consist of this document and any schedules and exhibits or addenda (upon execution thereof by the parties), all of which are incorporated herein and made a part hereof.

26. GOVERNANCE. Subject to Section 23 hereof, each provision of this Agreement shall be given full force and effect.

27. NO THIRD PARTY BENEFICIARIES. The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto

28. WAIVER. Any waiver by any party of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of the other party or parties. No course of dealing or performance between the parties, nor any delay in exercising any rights or remedies or otherwise, shall operate as a waiver of any of the rights or remedies of any party.

IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments

OPERATOR:

Spectrum Northeast, LLC

By: Charter Communications, Inc., its Manager

OWNER:

Rivers Run Homeowners Association Inc.

By: DocuSigned by:
Chris Payton
36A5A061BC56465...
(Signature)

By: Linda McLaughlin
(Signature)

Printed Name: Chris Payton
Title: Director, Spectrum Community Solutions

Printed Name: Linda McLaughlin
Title: President

Date: 11/26/2021

Date: November 22, 2021

EXHIBIT "A"

**GRANT OF EASEMENT
(attached)**

GRANT OF EASEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Charter Communications Attn: <u>SCS Community Solutions – Ops</u> Address: <u>14000 Riverport Dr</u> <u>Maryland Heights, MO 63043</u>

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of October 26, this day of 2021 by and between Rivers Run Homeowners Association Inc. (“Owner”) and Spectrum Northeast, LLC (“Operator”). The parties agree as follows:

1. **PREMISES.** Owner’s property, including the improvements thereon (the “Premises”), is located at the street address of 50 Fairwood Dr, County of Monroe, City of ROCHESTER, State of NY with a legal description as set forth on Attachment 1 to this Exhibit.

2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator a nonexclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary, for the routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment including wiring used in the provision of multi-channel video television programming and other communication services that Operator may lawfully provide to the Premises, and of the marketing and provision of such services. Such easement shall be for the additional use and benefit of Operator’s designees, agents, successors and assigns and shall run with the land and be binding on the parties and their respective successors and assigns.

3. **SUPPLEMENT.** This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of October 26, 2021 (“Agreement”) and shall be coterminous with the term of the Agreement and any subsequent renewals thereof.

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OPERATOR:

Spectrum Northeast, LLC

By: Charter Communications, Inc., its Manager

DocuSigned by:
Chris Payton
36A5A061BC56465...

By: _____

(Signature)

Printed Name: Chris Payton

Title: Director, Spectrum Community Solutions

11/26/2021

Date: _____

OWNER:

Rivers Run Homeowners Association Inc.

By: *Linda McLaughlin*

(Signature)

Printed Name: Linda McLaughlin

Title: President

Date: *November 22, 2021*

Attachment 1 to Grant of Easement

[Owner to insert legal description of Premises]

Property known as Tax Map No. 174.100-0001-069.11

STATE OF _____)
)
COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature _____ Expiration Date _____

STATE OF _____)
)
COUNTY OF _____)

On _____ before me, _____, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the

instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature_____

Expiration Date_____

NOTARY

STATE OF NEW YORK

COUNTY OF _____

On the____ day of_____ in the year____, before me, the undersigned, a notary public in and for said state, personally appeared_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

NOTARY PUBLIC

(Seal, if any)

Title (and Rank)

My commission expires _____

STATE OF NEW YORK

COUNTY OF Monroe

On the 2nd day of November in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Linda McLoughlin personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Cheryl L Lee

NOTARY PUBLIC

(Seal, if any)

CHERYL L. LEE
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires February 26, 2023

Title (and Rank)

My commission expires: _____

BULK VIDEO AND BULK INTERNET SERVICE ADDENDUM
Video - Senior Housing

Internet

The Nonexclusive Installation and Service Agreement (the "Agreement") with an Effective Date of October 26, 2021 by and between Rivers Run Homeowners Association Inc. ("Owner") and Spectrum Northeast, LLC ("Operator") made with respect to the 58 multiple dwelling units known as River's Run, located at Rivers Run, ROCHESTER NY 14623 (the "Premises"), is hereby amended by this Bulk Video and Bulk Internet Service Addendum ("Addendum") to include the following and is otherwise confirmed in all respects, provided that in the event of any conflict between the terms of the Agreement and those of this Addendum, the terms of this Addendum shall control. Owner shall sign and deliver this Addendum to Operator no later than thirty (30) days from the Effective Date and Operator shall countersign this Addendum no later than sixty (60) days from the Effective Date. If Owner fails to sign this Addendum within this time period the Addendum shall be deemed null and void. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1. Bulk Video Service & Bulk Internet access service. Operator and Owner agree that Operator shall activate and provide the following service(s) to one (1) existing outlet in each residential unit of the Premises excluding any CPE not specifically stated herein (collectively the "Bulk Service"). Operator may change the CPE selection stated herein with the CPE of similar capacity and specifications in its reasonable discretion:

Video Services ("Bulk Video Service")

- "Spectrum TV[®] Select Platinum-with Showtime"
(or "cable programming service")

*Operator's current channel line-up is set forth in Exhibit A, attached hereto.

- Listed Premium Service(s): Showtime

Internet Services ("Bulk Internet access service")

"Spectrum Internet[®] Ultra" Service

- "Spectrum Internet[®] Ultra" Service - 400Mb x 20Mb

2. No Resale. Owner shall not resell the Bulk Service or CPE in whole or in part or impose any incremental fee for the Bulk Service or CPE. Owner may charge a fee to Residents for Bulk Services without violating this Section.

3. Bulk Service Monthly Fee.

For the Bulk Service, Operator shall bill and Owner shall pay a monthly fee in advance for the Bulk Service ("Bulk Billing Fee") based on the following calculation. Operator agrees

to activate or renew the Bulk Services no later than sixty (60) days after the Addendum is signed by Owner and delivered to Operator. In other words, Operator will activate the Bulk Services no later than ninety (90) days after the Effective Date. If the Premises is a new build, a Certificate of Occupancy from Owner to Operator will be required before service activation activity may begin.

Bulk Billing Fee = \$ 63.80 per unit rate x 58 units at the Premises*

Total Monthly Bulk Billing Fee = \$3,700.40

*Total number of units at the Premises whether occupied or not: 58 units

The Bulk Billing Fee excludes all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, any public educational and government ("PEG") access fees, retransmission consent fees or costs, surcharges or rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity or other fees which Operator may lawfully pass through to subscribers.

If Operator's Video programming costs materially increase (i) during any twelve (12) month period starting on the Effective Date, or (ii) during any thirty-six (36) month period starting on the Effective Date, then with written notice to Owner, which notice may not be given by Operator before three years from the Effective Date, Owner and Operator shall have ninety (90) days to renegotiate new Bulk Billing Fees and rate increases for the remainder of the Term. If Operator and Owner cannot reach an agreement as to rates then Operator shall provide six (6) months written notice of termination of the Bulk Addendum.

As part of this Addendum, Owner will provide a list of accurate addresses for each unit served as attached in Exhibit B.

Operator shall have the right to increase the Bulk Billing Fee by up to five percent (5%) each year beginning in January of 2025 Such increases may be cumulative if not taken in the previous year(s).

Operator, at its sole discretion, shall also have the right to increase or decrease the total number of units billed each year to match the actual number of units, common areas or other sites being served or to be served at the Premises. Nothing herein shall require Operator to expend funds to increase or decrease the number of units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms and conditions. Upon request and in the event an annual increase in the total number of units or sites served will exceed twenty percent (20%), Operator shall provide documentation to Owner of the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).

Subject to Section 5, Owner acknowledges that (i) it shall be responsible for paying Operator's standard equipment rental fees for any CPE necessary for the reception and distribution of Bulk Services to the units on the Premises, and (ii) it shall not take any

action that would alter, modify or otherwise change the underlying signals comprising such Bulk Services.

Owner's failure to pay the Bulk Billing Fee or CPE rental fees, if any, in full by the balance due date of the month shall be a material breach of this Addendum, and Operator shall, in addition to any other remedies available to it, have the right at its sole option to (i) suspend the Bulk Services and/or any other services Operator may be providing to the Premises upon thirty (30) days prior written notice, and/or (ii) terminate this Addendum upon thirty (30) days prior written notice, in which event Owner shall be liable for immediate payment of its remaining Bulk Billing Fees and CPE rental fees through the expiration of the term hereof as if this Addendum had not been terminated. In addition, and without limitation, Operator shall be entitled to solicit and offer to the residents of the Premises ("Residents" or "Students") any of its Services (including without limitation those comprising the Bulk Services) on an individual subscription basis for the remainder of the Agreement Term without interference or objection from Owner, in which event Owner hereby ratifies and confirms all of Operator's rights under the Agreement.

Late fees will be charged to Owner in accordance with Operator's then current policies. Owner accepts sole responsibility for Bulk Billing Fees and any other fees due hereunder for the term of this Addendum and any renewal or extension thereof.

4. Additional Services; Marketing to Residents. Each Resident shall have the option of purchasing from Operator additional services not included in the Bulk Services at his/her expense or as otherwise specified in Section 5. The Residents shall be billed directly for any additional services so ordered and shall be responsible for additional equipment as specified in Section 5.

5. CPE. Operator will provide up to two (2) set top boxes ("STB") per unit at no charge to Owner or Residents. Each Resident will be responsible for the ordering, either pick-up and self-installation, or costs associated with professional installation, CPE rental fees and the return of additional STB(s) to Operator. Residents may at their option rent, at their expense, additional STBs at the normal monthly rental rates from Operator. Each Resident will be responsible for the return to Operator of all STBs provided in connection with additional services purchased from Operator or as part of the Bulk Services. Owner will use reasonable care to ensure return to Operator of any STBs left and/or abandoned by Residents in units at the time of moving out of the Premises; provided, however that Owner shall not be liable for any STBs left or abandoned by Residents at the Premises.

Residents may at their option rent additional STB at the normal monthly rental rates from Operator. Each Resident will be responsible for the ordering, either pick-up and self-installation, or costs associated with professional installation, CPE rental fees and the return of additional STB(s) to Operator. Owner will use reasonable care to ensure return to Operator of any additional STBs left and/or abandoned by Residents in units at the time of moving out of the Premises.

6. Modems.

One (1) modem is being provided per residential unit as part of the Bulk Internet access service at no cost to Owner:

- Owner agrees that Operator does not guarantee service level standards for Bulk Video Service and Bulk Internet access service if Residents use non-Operator provided modems.
- Each Resident will be responsible for pick up and self-installation of the modem or all related installation charges related to a professional installation by Operator.
- Resident is responsible for any lost, damaged or unreturned modems
- Subject to Section 6.1, wireless connections are not provided.
- Resident or user must provide and be responsible for any wireless equipment, switches or other peripheral devices, subject to Section 6.1.
- Operator is not responsible for compatibility, repairs, or trouble issues related to wireless equipment, except for the wireless router provided in Section 6.1.

6.1 Wireless Router.

One (1) wireless router is being provided per residential unit as part of the Bulk Internet access service at no cost to Owner:

- Owner agrees that Operator does not guarantee service level standards for Bulk Video Service and Bulk Internet access service if Residents use non-Operator provided routers.
- Each Resident will be responsible for pick up and self-installation of the wireless router or all related installation charges related to a professional installation by Operator.
- Resident is responsible for any lost, damaged or unreturned wireless routers.
- Additional wireless connections are not provided.
- Resident or user must provide and be responsible for any and all additional wireless equipment including any additional switches or other peripheral devices.
- Operator is not responsible for compatibility, repairs or trouble issues related to any additional wireless equipment. except for the wireless router provided in this Section 6.1.

7. Additional Outlets Authorized. Owner hereby authorizes Residents to order (at their sole expense) and Operator to install, additional outlets in the individual dwelling units of the Premises. If Owner prohibits the installation of additional outlets, Owner accepts responsibility to notify Residents of this policy.

8. Bulk Term. This Addendum will remain in force for an initial term of 5.0 years commencing on October 26, 2021 and terminating on December 28, 2026 ("Initial Term"). At the end of the Initial Term, or any successive term, this Addendum shall automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days before the expiration of the then-current term. In the event Owner terminates this Addendum as provided herein, Owner shall provide Operator at the time of termination a then-current Resident roster,

including addresses that Operator can use to support its efforts to convert Residents to individually billed subscribers. In addition, if requested by Operator, Owner shall send or otherwise distribute to all Residents an Operator-supplied letter that informs each Resident of his/her new service options resulting from Owner's termination of this Addendum.

9. Termination.

If the Bulk Service arrangement set forth in this Addendum is terminated for any reason whatsoever, Operator may offer and provide any of the services comprising the Bulk Service to Residents on an individual subscription basis under the Agreement. The termination or expiration of this Addendum, for whatever reason, shall have no effect on the Agreement Term or any terms and conditions thereof.

Operator agrees that Owner may terminate the Agreement for convenience upon ninety (90) days' prior written notice and payment of an Early Termination Fee ("ETF"). In addition, if (i) Owner sells or otherwise transfers the Premises to a party that does not assume the Agreement or (ii) Operator terminates the Agreement due to Owner's uncured breach, except for a breach for Owner's failure to pay the Bulk Billing Fee described in Section 3 hereof, Operator is entitled to, in addition to any other rights available to it under this Agreement, at law or in equity, an ETF payable by Owner upon the date of the sale of the Premises or the date of termination by Operator, as applicable. For purposes of this Section, an ETF is calculated as follows: (A) [the ETF Percentage] multiplied by (B) the number of months remaining in the Agreement Term multiplied by (C) the then-current Monthly Bulk Billing Fee.

NOTE: The "ETF Percentage" is equal to the following:

Agreement Term (in months)	ETF Percentage
84 or less	83%
96	80%
108	78%
120	77%

10. Additional Bulk Internet access service Terms and Conditions.

10.1 Equipment and Materials.

10.1.1 *Equipment and Software Requirements.* Residents of the Premises that use the Bulk Internet access service ("End Users") must maintain certain minimum Equipment and software to receive the Bulk Internet access service. Please refer to www.spectrum.com/policies/residential-terms.html (or the applicable successor URL) for the current specifications.

10.1.2 *Internet Service Speeds.* Operator shall use commercially reasonable efforts to achieve the Internet speed selected by the Owner in the Addendum. However, Owner understands and agrees that such speeds may vary. Internet service provided as part of this Bulk Internet access service is a transport only service and is defined as internet modem service only.

- 10.13 *Access and Use.* Owner agrees to take commercially reasonable steps to ensure that any person who has access to the Bulk Internet access service through any of Owner's computer(s), Premises, facilities or account within Owner's control shall comply with the terms of this Addendum. Owner shall be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Owner's computers, service locations, facilities or account using the Bulk Internet access service.
- 10.14 *Security.* Owner shall be responsible for the implementation of reasonable security procedures and standards, at no additional cost to Owner, on any of Owner's computer(s), Premises, facilities or account within Owner's control. Operator may temporarily discontinue or disconnect the Bulk Internet access service upon learning of a breach of security and will attempt to contact Owner in advance, if possible. The temporary discontinuation or disconnection of the Bulk Internet access service under this Section shall not constitute a breach of this Addendum.
- 10.15 *Electronic Addresses; No Liability for Changes of Address.* All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Operator are the property of Operator. Owner may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses. Operator may change addressing schemes, including e-mail and IP addresses.
- 10.16 *No Liability for Risks of Internet Use.* Operator does not warrant that Service will be error free. The Bulk Internet access service, Operator's service distribution network (the "Network") and the Internet are not secure, and others may access or monitor the Owner's or the End Users' traffic. Operator does not warrant that data or files sent or received by the Owner over the Network will not be subject to unauthorized access by others, that other users will not gain access to the Owner's data, nor that the data or files will be free from computer viruses or other harmful components. Operator has no responsibility and assumes no liability for such acts or occurrences.
- 10.17 *No Liability for Purchases.* Owner shall be solely liable and responsible for all fees or charges for online services, products or information incurred by Owner. Operator shall have no responsibility to resolve disputes with other vendors.
- 10.18 *Third-Party Hardware/Software Support, Security and Data Loss.* Operator strongly recommends that the Owner employs a "firewall" or other security software. Operator shall have no responsibility for providing, implementing or configuring any "firewall" or other security software measures in connection with the Bulk Internet access service. Operator does not support third-party hardware or software supplied by Owner or End Users. Operator assumes no responsibility whatsoever for any damage to or loss or destruction of any of Owner's or End Users' hardware, software, files, data or peripherals which may result from Owner's use of the Bulk Internet access service or from the installation, maintenance or removal of the Bulk Internet access service, Network, or related equipment or software. Operator does not warrant that data or files sent by or to Owner or End Users will be transmitted in a secure or uncorrupted form or within a reasonable period of time.
- 10.19 *Acceptable Use Policy.* Owner agrees to comply with the terms of Operator's Acceptable Use Policy ("AUP"), found at www.spectrum.com/policies/residential-

terms.html (or the applicable successor URL) and that policy is incorporated by reference into this Addendum. Owner agrees and acknowledges that Owner has read the AUP, agrees to be bound and use commercially reasonable efforts to cause its End Users to be bound by the AUP as it may from time to time be amended, revised, replaced, supplemented or otherwise changed. Owner shall also use commercially reasonable efforts to notify End Users of (i) the AUP, (ii) End Users' individual obligation to comply with the AUP, and (iii) that such End Users' failure to comply with the AUP may result in the partial or full disconnection of the Bulk Internet access service. Owner expressly understands and agrees that the AUP may be updated or modified from time to time by Operator, with or without notice to Owner, and Owner is therefore encouraged to monitor the AUP for any such updates or modifications from time to time and notify End Users of any such updates or modifications. Operator may discontinue or disconnect all or a portion of the Bulk Internet access service immediately for any violation of the Operator's AUP with or without notice to Owner but such disconnection should not affect the offering of Bulk Video Services and will be limited to the unit or area of the Premises where the Bulk Internet access service was accessed or used in violation of the AUP. Operator acknowledges that Operator will not terminate this Addendum due to a violation of the AUP without providing Owner with thirty (30) days notice and a right to cure such violation. Operator will attempt to provide notice to Owner prior to discontinuing or disconnecting all or a portion of the Bulk Internet access service, provided, however, that Operators shall have no obligation to do so, and Operator's failure to provide such prior notice shall not be considered a breach of Operator's obligations under this Addendum.

- 10.1.10 *Owner Use.* Owner agrees that it shall not, nor knowingly permit any third party, to re-sell or re-distribute access to the Bulk Service or system capacity, or any part thereof, in any manner. Owner agrees not to use or intentionally permit third parties to use the Service(s), including but not limited to the equipment and software provided by Operator, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
- 10.1.11 *Content.* Owner acknowledges that any content that Owner or the End Users may access or transmit through any Bulk Internet access service is provided by independent content providers, over which Operator does not exercise and disclaims any control. Operator neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through the Bulk Internet access service; and assumes no responsibility for content. Operator specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Bulk Internet access service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Owner and the End Users accessing other parties' content through Owner's facilities do so at Owner's and the End Users respective own risk, and Operator assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- 10.1.12 *Equipment Provided Without Warranty.* Owner agrees that Owner uses the Bulk Internet access service and any equipment supplied by Operator at Owner's sole risk. Such equipment is provided on an "as is basis" without warranties of any kind.

10.1.13 *Suspension or Termination of Bulk Internet Access Service.* Operator may partially or fully suspend or terminate the Bulk Internet access service in an individual unit or area on the Premises, without incurring any resulting obligation or liability, if Owner or any End User or individual accessing the Bulk Internet access service through Owner's or an End User's account, as determined by Operator in its reasonable judgment, uses the Bulk Internet access service to engage in any conduct that is unlawful, fraudulent, inappropriate or intended to harass a third party. This Section 10.1.13 does not limit any of Operator's other rights or remedies, whether at law, in equity or under this Addendum or the Agreement.

11. Privacy. Operator treats private communications on or through its Network or using any Internet service it provides as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Operator also maintains a Privacy Policy with respect to such services in order to protect the privacy of its customers. The Privacy Policy can be found on Operator's website at <https://www.spectrum.com/policies/spectrum-customer-privacy-policy.html>. Owner agrees and acknowledges that Owner has received the Privacy Policy and agrees to be bound by its terms. Owner expressly understands and agrees that the Privacy Policy may be updated or modified from time to time by Operator, with or without notice to Owner. Operator hereby represents and warrants that the Privacy Policy posted on its website is and shall at all times be up to date.

12. General Owner Representations and Obligations. The Owner and not Operator shall be liable and responsible for all charges incurred and all conduct through either the authorized or unauthorized ~~or unauthorized through~~ use by the Owner's and/or Resident's use of the Bulk Internet access service, until the Owner informs Operator of any breach of security. Operator expressly prohibits using the Bulk Internet access service for the posting or transferring of sexually explicit images, material inappropriate for minors, or any material not in accordance with applicable laws.

13. Service Outages/Interruption. Temporary service interruptions/outages for reasons of scheduled/unscheduled maintenance or technical difficulties, as well as service interruptions/outages caused by the Owner, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Operator to perform its obligations under this Addendum, and Owner will not hold Operator at fault for loss of Owner revenue or lost employee productivity due to Service outages.

14. Effectiveness. This Addendum shall not be considered an offer and shall not be binding upon Operator until it is duly signed by both parties where indicated below.

15. Confidentiality. The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited

extent necessary to disclose the terms of the Addendum to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein, or (v) in order to enforce its rights pursuant to this Addendum. All parties shall be directed to abide by the confidentiality provisions of this Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

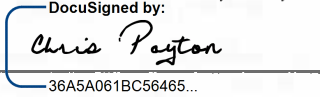
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

OPERATOR

Spectrum Northeast, LLC

By: Charter Communications, Inc., its Manager

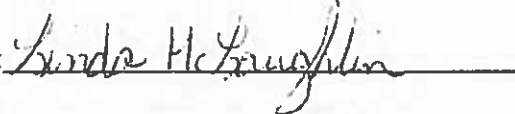
By:  36A5A061BC56465...

Printed Name: Chris Payton

Title: Director, Spectrum Community Solutions

OWNER

Rivers Run Homeowners Association Inc.

By: 

Printed Name: Linda McLaughlin

Title: President

11/26/2021

Date: _____

Date: November 22, 2021

Exhibit A

Bulk Video Service

<https://www.spectrum.com/bulk-channel-lineup>

hem

Exhibit B

Address List of units provided by Homeowner Association served
under this Addendum

KRM
Nov 22, 2021

Complex Name		Rivers Run		
Address	Street	City	State	ZIP
101	Rivers Run	Rochester	NY	14623
102	Rivers Run	Rochester	NY	14623
103	Rivers Run	Rochester	NY	14623
201	Rivers Run	Rochester	NY	14623
202	Rivers Run	Rochester	NY	14623
203	Rivers Run	Rochester	NY	14623
204	Rivers Run	Rochester	NY	14623
301	Rivers Run	Rochester	NY	14623
302	Rivers Run	Rochester	NY	14623
303	Rivers Run	Rochester	NY	14623
304	Rivers Run	Rochester	NY	14623
401	Rivers Run	Rochester	NY	14623
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601	Rivers Run	Rochester	NY	14623
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604	Rivers Run	Rochester	NY	14623
701	Rivers Run	Rochester	NY	14623
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801	Rivers Run	Rochester	NY	14623
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901	Rivers Run	Rochester	NY	14623
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903	Rivers Run	Rochester	NY	14623
1001	Rivers Run	Rochester	NY	14623
1002	Rivers Run	Rochester	NY	14623
1003	Rivers Run	Rochester	NY	14623
1101	Rivers Run	Rochester	NY	14623
1102	Rivers Run	Rochester	NY	14623

1201	Rivers Run	Rochester	NY	14623
1202	Rivers Run	Rochester	NY	14623
1203	Rivers Run	Rochester	NY	14623
1301	Rivers Run	Rochester	NY	14623
1302	Rivers Run	Rochester	NY	14623
1303	Rivers Run	Rochester	NY	14623
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1402	Rivers Run	Rochester	NY	14623
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