

**AT&T CONNECTED COMMUNITIES® ("ACC")
MDU BULK SERVICES & MARKETING AGREEMENT ("AGREEMENT")
NEW CONSTRUCTION PROPERTY**

This Agreement is by and between **BellSouth Telecommunications, LLC**, a Georgia limited liability company, with its principal place of business at 675 West Peachtree Street, Atlanta, Georgia 30375 ("AT&T"), and **DHIC - South Creek, LLC**, a Delaware limited liability company, with its principal place of business at 834 Highland Ave., Orlando, Florida 32803 ("Owner"). AT&T and Owner may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Owner owns the multiple dwelling residential units (each a "Unit") described in Exhibit A ("Property"), and Owner agrees to provide access to the Property so that AT&T may provide services to residents and prospective residents ("Residents") of Owner's Property; under the terms contained herein;

WHEREAS, AT&T is engaged in the business of providing services including but not limited to, voice, data, wireless and video services ("AT&T Services") and desires to make such services available to Residents of the Property; and

WHEREAS, Owner desires to give AT&T the right to (a) deploy (install, own, repair, operate, remove, improve, and maintain) its network and/or other wire facilities, innerducts, conduits, raceways, moldings, network cabinets and other related equipment capable of accommodating voice, data and video transmissions and/or other services ("AT&T Facilities") at the Property, and (b) the right to market and provide its current and future services, to Residents at the Property.

WHEREAS, Owner has requested and AT&T has agreed to provide certain services, as provided for in Exhibit B-1, on a "bulk" basis to the Units on the Property, subject to the terms and conditions contained in this Agreement, whereby AT&T will invoice Owner for all Bulk Services (as defined in Exhibit B-1) provided to Owner for use by the End Users (as defined in Exhibit B) at the Property.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Marketing Representative Appointment:** Owner agrees to market and promote AT&T Services on behalf of AT&T at the Property. Owner will market and promote AT&T Services to Residents of each Unit that is occupied or ready for occupancy at the Property.
2. **Term and Auto-Renewal:** This Agreement shall commence when fully executed by both Parties, and shall continue for ten (10) years from the date of the first Bulk Bill sent by AT&T to the Owner ("Initial Term"), unless terminated in whole or in part as provided for in Section 26. THIS AGREEMENT SHALL CONTINUE FOR SUCCESSIVE ONE (1) YEAR PERIODS ("RENEWAL TERM") UNLESS EITHER PARTY GIVES NOTICE TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR RENEWAL TERM OF ITS INTENT NOT TO RENEW. The Initial Term and Renewal Term(s) shall be referred to as the "Term".
3. **AT&T Services:** AT&T Services will be provided pursuant to terms and conditions set forth between AT&T and each Resident. AT&T may price the AT&T Services and offer them in such combinations and/or substitute them with such other products and services as AT&T may determine and AT&T may add or change the AT&T Services name(s), features, components, pricing, terms and conditions, means of delivery, etc., including those of any substitute service at any time. Subject to the Laws, AT&T may deny the AT&T Services to any Resident, require deposits, or modify its credit terms as it deems appropriate or in accordance with applicable regulatory commission rules and regulations of the state in which the AT&T Service is to be provided. Nothing in this Agreement shall preclude, nor shall Owner restrict, in any way, AT&T from providing direct, AT&T Services-related communications with Residents or prospective Residents.
4. **Compensation:** Provided Owner is in material compliance with its obligations under this Agreement, AT&T will compensate Owner pursuant to the terms and conditions set forth in Exhibit C ("Compensation").

4.1 No Compensation shall be paid to Owner until AT&T receives (i) an official W-9 form (or a valid 147c letter) from the Owner wherein all information (including the Payee name and Federal Tax Identification Number ("Taxpayer ID")) matches the information provided in Exhibit A of this Agreement and the IRS records for such Payee, (ii) a completed EFT form provided to Owner by AT&T, (iii) acceptable EFT supporting documentation verifying banking information provided on EFT form and (iv) a form 590 for California as required. A 147c letter may be requested from the IRS (Department of the Treasury) by the Owner.

All Compensation will be based on AT&T's summary billing records as established by AT&T verification of the address information provided by the Owner on the Property Address Form referenced in Exhibit A. Owner may request the Property Address Form from AT&T at the email address on Exhibit A. Compensation will only be made for those Units with complete address information included on the Property Address Form. Owner may update the Property Address Form to include additional addresses for the Property, up to the number of Units specified in Exhibit A. Compensation for such additional Units will be eligible for payment starting the month of submission if such addresses are provided by the fifteenth (15th) of that month. Addresses for Units submitted after the fifteenth (15th) of a given month will be eligible for payment the following month. Compensation for the additional addresses shall occur in accordance with these terms and no retroactive payments shall be made. No Compensation is payable for any preexisting agreements between AT&T and any third party, Owner's agent or other representative with respect to the Property and the subject matter of this Agreement.

AT&T will make all payments to Owner via Electronic Funds Transfers ("EFT") utilizing the information provided by Owner on the EFT form, which will be provided to AT&T at time of execution of the Agreement, along with acceptable EFT supporting documentation to verify banking information provided on the EFT form. EFT is any system or process that utilizes an electronic

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format and protocol to send or receive data files. EFT is processed through the Automated Clearing House (ACH) to the financial institution designated by Owner. Remittance information will be communicated together with the funds transfer via the ACH network. Owner and AT&T will abide by the National Automated Clearing House Association (NACHA) rules and regulations.

Owner is responsible for notifying AT&T of any EFT account or routing number changes. Owner shall provide (i) an updated EFT form, (ii) acceptable EFT supporting documentation to verify banking information provided on the EFT form and (iii) an email or letter from Owner (from an email address or on letterhead clearly identifying Owner) to AT&T at acc.west@att.com.

If an EFT payment is returned to AT&T as undeliverable, AT&T shall notify the contact person listed in the legal notices section of Exhibit A of such returned EFT and may hold further payments until Owner provides (i) an updated EFT form, (ii) acceptable EFT supporting documentation to verify banking information provided and (iii) an email or letter from Owner (from an email address or on letterhead clearly identifying Owner) to AT&T at acc.west@att.com. Within sixty (60) days after the end of the calendar month in which AT&T receives all required information, as provided above, AT&T shall make any held payments to Owner utilizing the new account and routing information provided by Owner on the updated EFT form. AT&T is not liable for any delays in receipt of funds or errors in entries caused by Owner, including Owner's financial institution. Owner is responsible for its own banking fees.

5. Facility Provisioning: AT&T shall have the right to provide and maintain AT&T's Facilities from its central office to the wireline voice/VoIP, internet and video ("AT&T Wireline Services") demarcation point(s) for the Property ("Demarc(s)"), including the Demarcs in the common and business use areas of the Property if Owner makes available the necessary space and power. All of the AT&T Facilities pursuant to this Agreement and used at the Property by AT&T, which are installed at AT&T's expense (whether by AT&T or on its behalf), shall at all times during and after the Term of this Agreement be and remain the personal property of AT&T and shall not be considered fixtures of the Property. Neither Owner, nor any third party shall have any rights in the AT&T Facilities except as expressly granted in writing by AT&T. If Owner provides Owner-owned conduit in which AT&T cables installed at the Property are placed, Owner shall do so at no cost to AT&T pursuant to AT&T specifications, including without limitation that AT&T shall have the exclusive right to use no less than one innerduct within the conduit. If Owner controls wiring between the Demarcs and the wall jacks inside the Unit, the Owner shall provide and maintain its wire, cable, and connector jacks from the Demarcs to the wall jacks in the Units ("Inside Wire") and while AT&T is using a specific portion of Inside Wire within a Unit to provide a service to a Resident, Owner shall allow AT&T to be the only user of such portion of Inside Wire. Owner may allow another provider to use an unused portion of Inside Wire at the Property to serve a Resident that is a subscriber to multiple providers or the entire portion of a Resident's Inside Wire if Resident is not an AT&T customer. AT&T shall have no obligation to provide AT&T Services where the Inside Wire does not meet AT&T's minimum wiring specifications required to accommodate provision of such AT&T Service. Owner shall use commercially reasonable efforts to 1) keep the AT&T Facilities and any other components required for distribution of the AT&T Service secure and 2) prevent any unauthorized access to or interference with such AT&T Facilities or components. Owner shall use commercially reasonable efforts to require, through any agreements it enters into with, or access rights it provides to, other service providers, that such other service providers will not, in any manner, interfere with or impair the AT&T Services provided by AT&T or otherwise cause damage to, or degradation of the quality or the privacy of, the AT&T Services provided over the AT&T Facilities. AT&T shall maintain and repair Bulk Services from the network side of the Demarc through its network in addition to the CPE (as defined in Exhibit B-1 below). In the event an End User trouble is located on the End User side of the Demarc and is not CPE, and the End User and AT&T agree that AT&T will repair the trouble, AT&T shall bill the End User, where applicable, at AT&T's standard repair rate. AT&T shall not, in any manner, interfere with or impair the telecommunication services (the "Third-Party Services") being provided by a third-party service provider or otherwise cause damage to, or degradation of the quality or the privacy of, the Third-Party Services provided over the facilities of such third-party service provider.

5.1 Demarc: Pursuant to FCC Part 68 Rules (47 C.F.R. section 68.105), Property Owner desires and elects that AT&T establish multiple demarcation points at each customer's premises (i.e., Unit) on the Property (i.e., multi-unit premises), with each demarcation point no further inside the customer's premises than twelve (12) inches from where the wiring enters the customer's premises, or as close thereto as practicable. Owner understands and acknowledges that pursuant to 47 C.F.R. § 68.105, Owner may establish separate demarcation points for each customer at the Property, or a single demarcation point for all customers for the entire premises. For this Agreement, Owner hereby agrees for fiber cable to establish multiple demarcation points, at the termination point of the fiber cable at each Unit in the Property as described in Exhibit D.

5.2 Power Outage: In the event AT&T determines the need to provide temporary back-up power during any commercial power outage and limited restoration period thereafter, AT&T may place generators on the Property until power is restored. Owner agrees to reasonably work with AT&T on the placement of the generators. Subject to Section 19, AT&T will repair any damage to the Property to the extent caused by placement of the foregoing generators and return the impacted portions of the Property to the condition the same were prior to the placement of the generators.

5.3 Relocation of AT&T Facilities:

5.3.1 Owner Requested: Upon the request of Owner, AT&T shall relocate its AT&T Facilities to another portion of the Property, provided that: (i) the proposed new area(s) are specifically identified, reasonably adequate for AT&T's purposes, and are mutually satisfactory to Owner and AT&T (each party acting reasonably); (ii) Owner shall pay all costs of such relocation via payment to AT&T thirty (30) days following receipt of an invoice from AT&T (along with a detailed invoice for such costs) and (iii) Owner shall obtain all necessary permits and approvals for the relocation.

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5.3.2 AT&T Requested: AT&T may relocate its equipment and AT&T Facilities, at its own request and expense, to another portion of the Property only with the prior, express written approval of Owner as to the new location and timing of such relocation, not to be unreasonably withheld, conditioned or delayed.

6. Right of Access: Owner will provide employees, agents, and contractors of AT&T reasonable access, at no charge, to the Property. This access for the AT&T Facilities includes (a) the right for AT&T to deploy (install, own, repair, operate, remove, improve, and maintain) its wire or wireless facilities, innerducts, conduits, raceways, moldings, network cabinets and other related equipment capable of accommodating voice, data, and video transmissions and/or other AT&T Services at the Property (provided that facilities being provided pursuant to this Agreement will only service the Property and not a location outside of the Property); (b) the right to market and provide its current and future AT&T Services to Residents at the Property and (c) the right to clear the areas where AT&T will be placing AT&T Facilities and to keep the areas cleared of all trees and undergrowth including the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside such areas which might interfere with or fall upon the AT&T Facilities or power transmission or distribution equipment Unless otherwise required by Laws or as limited herein, all the rights provided in this Section 6, Right of Access shall survive the termination of this Agreement.

7. Marketing Obligations: Owner will promote the AT&T Services to Residents by: (i) prominently displaying AT&T literature in on-site offices, if available, at locations reasonably determined by Owner, (ii) including AT&T contact information in any utility contact lists that Owner provides to Residents, and (iii) providing AT&T provided literature to prospective Residents and including such literature in move-in packets if provided to Residents and (iv) including mutually agreeable references and/or link to AT&T's website to the AT&T Services in newsletters, websites and community portals, where available. After prior written consent of Owner (which consent shall not be unreasonably withheld), AT&T may train on site staff on the latest AT&T products and promotions and allow on-site staff to participate in AT&T award programs and sales promotions. AT&T may conduct on-site promotional events and post promotional materials and signage at the Property.

7.1 With respect to those AT&T Services indicated as exclusively marketed in Exhibit A, Owner will not directly market or sell any services on the Property, or allow any other party to directly market any services on the Property that compete with such AT&T Services.

7.2 AT&T will provide training materials and marketing support to Owner's on-site sales personnel ("Marketing Personnel"), at AT&T's expense, provided, however, that AT&T shall not be responsible for any incidental costs (e.g., Marketing Personnel time, travel costs, meals, etc.). At its sole cost and expense, AT&T may supply Owner from time to time with supplies of brochures, price lists, and other promotional materials that AT&T deems necessary to promote the marketing of its AT&T Services ("Marketing Materials"). The Marketing Materials referenced in this Agreement and used by AT&T on the Property to market the AT&T Services may include any services offered by AT&T, its affiliates or any third party.

8. Bulk: Owner represents that it will not be a party to any other Bulk Billing Agreement with another service provider with respect to any services competing with an AT&T Service. A "Bulk Billing Agreement" is an agreement between Owner and a service provider where the service provider makes services available to the Units at the Property and Owner agrees to pay the service provider for the services.

9. Other Terms and Conditions: The Parties shall comply with the Exhibits.

10. Intentionally Left Blank.

11. Entire Agreement: This Agreement, including Exhibits, attached and incorporated herein, constitutes the entire agreement between Owner and AT&T and supersedes all prior or contemporaneous oral and/or written quotations, communications, promises, agreements and understandings of the Parties, if any, with respect to the subject matter hereof. This Agreement can be modified only by a written addendum or amendment executed by duly authorized representatives of the Parties, except for Property name changes and changes in the legal notice, check delivery and Property addresses.

12. Signatories: The Parties to this Agreement represent and warrant that they are familiar with this Agreement and with the negotiation and documents which preceded this Agreement and have the legal authority to enter into this Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for this Agreement and shall bind the Parties to the same extent as that of an original signature.

13. Assignment of Marketing Obligations: Subject to Section 13.2 herein below, in the event of any sale or transfer of ownership or control of the Property by Owner to an assignee or transferee, Owner covenants and agrees to cause this Agreement to be assumed by the assignee or transferee, and AT&T's rights and obligations under this Agreement shall survive any such sale or transfer of ownership or control of the Property by Owner. Owner agrees to notify any purchasers of the Property of this Agreement and make the assumption of this Agreement a condition of any sale or transfer of the Property. Within thirty (30) days after the sale or other conveyance of all or a portion of the Property, Owner will provide written notification of such conveyance that this Agreement was assigned to new owner ("Assignee") to AT&T in accordance with the Notices and Payments section below. Owner shall obtain Assignee's written agreement in a form acceptable to AT&T ("Assignment Agreement"), per example provided in Exhibit E, establishing Assignee as Owner for the Property so conveyed. Except as set forth in the Assignment Agreement, Owner and AT&T shall be relieved of any further responsibilities to one another under this Agreement arising after the effective date of the Assignment Agreement. If AT&T paid any Compensation to the Owner after the date of the conveyance, Owner agrees to return such compensation to AT&T, within thirty (30) days of receiving notice of same from AT&T. Payments, if applicable, will not begin to accrue to Assignee until the beginning of the month in which AT&T receives all such information, including a fully executed Assignment Agreement specifying all payee information for Assignee, a valid W-9 or 147c letter from Assignee, and a form 590 for California as required. AT&T will have the right to assign or transfer this Agreement to any present or

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future affiliate, subsidiary, parent corporation, or to any person or entity in connection with the sale of all or substantially all of AT&T's business or assets.

13.1 Assignment of Bulk Services by AT&T: AT&T will have the right to assign or transfer this Agreement to any present or future affiliate, subsidiary, parent corporation, or to any person or entity in connection with the sale of all or substantially all of AT&T's business or assets.

13.2 Assignment of Bulk Services by Owner: With respect only to the bulk-provisioning of Services under the Agreement, Owner will assign or transfer all of its rights, duties or obligations to the assignee or transferee of the Property, subject to the prior written consent of AT&T, which consent shall not be unreasonably withheld, denied or delayed. Specifically, among other reasons, consent may be withheld if the proposed assignee does not pass AT&T's credit qualifications or post a required security deposit. If AT&T reasonably withholds the aforesaid consent, then Owner and AT&T will immediately amend this Agreement so as to assign it as set forth above from a bulk services agreement to an exclusive marketing agreement which shall include AT&T paying Owner a prorated door fee payment as set forth in Exhibit C, Section 1, and otherwise retaining to the greatest extent the terms and conditions of the Agreement; provided, however, as it relates to the Bulk Monthly Fee after any such conversion of this bulk services agreement to an exclusive marketing agreement, Owner will no longer owe the Bulk Monthly Fee. Owner will still be liable for any unpaid accrued Bulk billing at the time of conversion.

14. Confidential Information: The Parties shall hold this Agreement and its content and related information marked as "confidential" (including, but not limited to, any payment arrangements, customer lists and Property acquisition) ("Information"), shall protect it just as it would protect its own confidential information, and shall disclose Information except to employees, affiliates, or third parties with related fiduciary obligations to either Party and having a need to know for purposes of performance under this Agreement. If Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Information may be disclosed pursuant to such requirement so long as the Party being required to disclose the Information, to the extent possible, provides the other Party with timely prior written notice of such requirement. Such obligation excludes Information which is (i) previously known by such Party without an obligation of confidentiality other than under this Agreement, (ii) publicly disclosed by the furnishing Party either prior to or subsequent to a Party's receipt of such Information from the furnishing Party or is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (iii) rightfully received from a third party, (iv) independently developed without use of the disclosing Party's Information, or (v) disclosed without similar restrictions to a third party by the Party owning the Information. The obligations in this paragraph continue for one (1) year after the expiration or earlier termination of the Term of this Agreement.

15. Force Majeure: No Party shall be held liable for any reasonable delay or failure in performance of any part of the Agreement because of any cause or circumstances beyond its reasonable control such as, but not limited to, acts of God, explosion, fire, power failure, strikes, newly enacted laws or regulations, and reallocation of resources resulting from a Force Majeure condition or any other cause arising without its actual fault collectively ("Force Majeure Conditions").

16. Governing Law and Regulatory Changes: The validity, construction, and enforceability of this Agreement, as well as any causes of action relating to contractual interpretations or arising out of the performance of this Agreement, whether sounding in contract or tort, shall be governed in all respects by the laws of the state in which the Property is located.

17. Indemnification: Subject to Section 19, each Party agrees to indemnify, defend, and hold harmless the other Party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees) from and against any and all liability, loss, damage, claim or expense (including attorneys' fees and court costs), incurred by the other in connection with any third party claim, demand, or suit for damages, injunction or other relief only to the extent it is either caused by or results from (a) the negligence, gross negligence or intentional misconduct of the indemnifying Party (including any of its agents or subcontractors); (b) noncompliance with the Laws; or (c) any actual or alleged infringement of any third party's United States patent, trade secrets, trademark, copyright, or other intellectual property rights by the indemnifying Party. The indemnified Party agrees to provide the indemnifying Party with sufficient notice of any claim, to inform the indemnifying Party of any subsequent written communication regarding the claim, and to fully cooperate with the indemnifying Party in defense of the claim.

18. Infringement:

18.1 To the extent a Bulk Service infringes any United States patent, trademark, copyright, or trade secret and a written claim is made or suit is brought by any third party against Owner on that account, AT&T agrees to defend or settle any such claim or suit at AT&T's expense. AT&T will also pay all damages and costs that by final judgment are assessed against Owner attributable to such infringement.

18.2 AT&T's obligation as set forth in this Section is expressly conditioned upon the following: (a) that AT&T shall be notified promptly in writing by Owner of any claim or suit of which Owner is aware; (b) that AT&T shall have sole control of the defense or settlement of any claim or suit and that Owner shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without AT&T's prior written approval; (c) that Owner shall cooperate with AT&T in all reasonable ways to facilitate the investigation, settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from an End User's modifications, or from combinations of Bulk Service with equipment, software or services provided by Owner or the End User or others.

18.3 If a Bulk Service becomes, or in AT&T's opinion, is likely to become the subject of a claim of infringement, or a final injunction is obtained against Owner or an End User prohibiting usage of such Bulk Service by reason of such infringement, AT&T will, at its

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option: (a) procure for Owner and End User the right to continue using such Bulk Service as applicable (b) replace such Bulk Service with a non-infringing service substantially complying with the specifications of the applicable Bulk Service; or (c) modify such Bulk Service so it becomes non-infringing and performs in a substantially similar manner to the original service.

18.4 If the options in Sections 18.3 (a), (b) or (c) of this Agreement are not reasonably available to AT&T, then AT&T may direct the End User to cease use of such Bulk Service and return any amounts prepaid by Owner for the applicable Bulk Service beyond the date such use ceases.

18.5 The foregoing states the entire obligation of AT&T, and the exclusive remedy of Owner, with respect to infringement of proprietary rights. The foregoing is given to Owner solely for its benefit and is in lieu of, and AT&T disclaims, all warranties of non-infringement with respect to the AT&T Services.

18.6 If promptly notified in writing of any action brought against AT&T, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with a Bulk Service, of equipment, software or information not provided by AT&T, or otherwise relating to or arising out of an End User's use of a Bulk Service, Owner will defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in that action or a settlement resulting from it provided that (i) AT&T shall permit Owner to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without Owner's prior written approval and (ii) AT&T shall cooperate with Owner in all reasonable ways to facilitate the settlement or defense of any claim or suit.

19. LIMITATION OF LIABILITY: (i) AT&T SHALL NOT BE LIABLE TO OWNER OR ANY THIRD PARTY FOR INTERRUPTION OF THE AT&T SERVICES FROM ANY CAUSE. AT&T'S LIABILITY, IF ANY, TO RESIDENTS WILL BE GOVERNED BY THE APPLICABLE AGREEMENTS AND ACCEPTABLE USE POLICIES IN PLACE WITH THE RESIDENTS. (ii) NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM, OR A DEFECT OF EQUIPMENT PROVIDED HEREUNDER, REGARDLESS OF THE FORESEEABILITY THEREOF.

20. DISCLAIMER OF WARRANTIES: NEITHER PARTY MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, TO THE OTHER PARTY EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND ANY OF THEIR EXHIBITS. WITHOUT LIMITING THE FOREGOING, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES ARISING FROM TRADE, CUSTOM, OR USAGE, HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. NO WARRANTIES OF "NON-INFRINGEMENT" HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. THE WARRANTIES, IF ANY, DESCRIBED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, STATUTORY, OR IMPLIED) AND ALL WARRANTIES, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, ARE HEREBY RELEASED AND WAIVED BY BOTH PARTIES HERETO.

21. Independent Contractor: Each Party will conduct its business at its own initiative, responsibility, and expense. Individuals employed by each Party are not employees of the other(s).

22. Non-Waiver: No course of dealing or failure by a Party to enforce any term, right or condition hereunder will be construed as a waiver of such term, right or condition.

23. Notices and Payments: Delivery of all notices, demands and invoices for payments required, shall be sent to the addresses of the Parties set forth in Exhibit A. A notice shall be duly given when made in writing and sent either by: 1) delivered by a nationally recognized courier service with proof of delivery or 2) sent by postage prepaid certified mail, return receipt requested.

24. Compliance with Laws and Regulations: This Agreement is subject to and the Parties agree to comply with all applicable laws, rules, regulations, codes and requisite approvals, or tariffs promulgated by a government entity or agency, if any (collectively "Laws") in their performance under the Agreement. If any conflict exists, between this Agreement and such Laws ("Conflict") during the Term of this Agreement, the Laws shall control, and this Agreement shall be deemed modified accordingly and confirmed via amendment. The affected Party shall notify the other Party of any Conflict in writing, and such other Party agrees to cooperate with the affected Party in resolving any Conflict, including amending this Agreement to eliminate such Conflict. Should such resolution materially alter the financial benefits, administrative requirements, marketing rights or legal obligations of either Party, the sole remedy of such Party, shall be to terminate this Agreement with respect to the unresolved AT&T Service(s) in Conflict, without additional liability.

25. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable, this Agreement and all other provisions will remain in effect, unless the illegal, invalid or unenforceable provision goes to the essence of this Agreement. The Parties shall act in good faith to renegotiate such illegal, invalid or unenforceable provision to as closely reflect the original intent of the Parties as possible without changing the essence of this Agreement.

26. Termination/Default:

26.1 If AT&T breaches any of the material terms, conditions, obligations, or representations contained in this Agreement and does not cure such breach within thirty (30) days of written notice of such breach, then Owner may (as its sole remedy, except for any credits that may be payable for downtime) terminate this Agreement; provided, however, that if such AT&T breach applies solely with respect to the Other Services, then, notwithstanding the foregoing, Owner may only (as its sole remedy, except for receipt of accrued

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but unpaid Compensation) terminate Owner's marketing obligations under Section 7.1 of the Agreement and AT&T's obligations under Section 7.2 of the Agreement and, in such case, all other provisions of this Agreement as they relate to the Bulk Services shall continue in full force and effect. In addition, Owner may (as its sole remedy except for any credits that may be payable for downtime and any accrued but unpaid Compensation), terminate this Agreement if AT&T becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due.

26.2 AT&T may, at its sole discretion, terminate this Agreement, in whole or in part, if (i) Owner fails to pay any amount within ten (10) days after written notice that the same is delinquent; or (ii) Owner breaches any of the material terms, conditions, obligations, or representations contained in this Agreement (other than payment) and does not cure such breach within thirty (30) days of written notice of such breach; or (iii) Owner becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due. In addition, if AT&T reasonably determines that the continued provision of Bulk Services pursuant to this Agreement has become impractical or infeasible for any technical, legal or regulatory reason, then AT&T may terminate this Agreement in whole or in part with at least sixty (60) days prior notice if reasonably practical. Notwithstanding the above, for Owner's breach of its obligations to market exclusively the AT&T Services, then AT&T may terminate this Agreement immediately upon written notice and shall be entitled to remedies for damages resulting from such default.

26.3 Owner's Conversion Option: At any time after the first three (3) years following the BBSD set forth in this Agreement, provided there is no outstanding default by Owner under this Agreement, Owner may terminate the Bulk Services portion of this Agreement and convert the Agreement to an Exclusive Marketing Agreement only without cause and with no termination fee, by delivering written notice to AT&T and both parties shall execute an Amendment to this Agreement to effectuate the change. Upon termination of the Bulk Services pursuant to this Section 26.3, this Agreement will otherwise remain in full force and effect, including, but not limited to, the provision of Other Services at the Property as described under Exhibit B, Section 2.2.2 and Owner's marketing obligations as described in Section 7. Additionally, any other respective obligations of the Parties hereunder which by their nature would continue beyond the termination of the Bulk Services under this Section 26.3, shall survive such termination of the Bulk Services; provided, however, after any such termination of the Bulk Services portion of this Agreement and conversion the Agreement to an Exclusive Marketing Agreement as provided in this Section 26.3, Owner will no longer owe the Bulk Monthly Fee. However, Owner will still be liable for any unpaid accrued Bulk billing at the time of conversion.

26.4 If AT&T terminates the provision of the Bulk Services under this Agreement due to a default by Owner, Owner shall pay a termination fee equal to the Bulk Monthly Fee multiplied by the number of Units on Exhibit A, multiplied by the number of months remaining in the Term then reduced by multiplying the result by twenty-five percent (25%).

27. Remedies of Owner: Owner's sole remedy for any failure or non-performance of any Bulk Service (including, without limitation, any associated Equipment, Software or other materials supplied in connection with any Bulk Service) shall be (i) for AT&T to use commercially reasonable efforts to effectuate an adjustment or repair of Bulk Service and to receive a pro-rata refund or credit as set forth in Section 4 of Exhibit B-2, or (ii) if after thirty (30) days from written notice of such failure or non-performance of any Bulk Service, such failure or non-performance results in downtime or degradation so substantial as to render a Bulk Service essentially unavailable to or unusable by more than five percent (5%) of the End Users at the Property for normal use and such is not due to the condition or failure of Owner's or End User's wire to meet the specifications in Exhibit D of this Agreement, to request termination of such Bulk Service, as applicable by providing ninety (90) days written notice. The maximum credit for service downtime associated with a particular End User shall not exceed the total monthly bill to Owner for such End User's Bulk Service for the month in which such downtime or failure occurs.

28. Survival of Obligations: Each Party's obligations under the Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive such termination or expiration. Without limiting the scope of the prior sentence, it is agreed that the obligations of the parties under Sections 6 (Right of Access); 26.3 (Owner's Conversion Right); 14 (Confidential Information), subject to the limitations set forth therein; 17 (Indemnification); 18 (Infringement); 19 (Limitation of Liability); 20 (Disclaimer of Warranties); 26 (Termination/Default); 27 (Remedies of Owner) and 31 (Dispute Resolution) shall survive the expiration or earlier termination of this Agreement.

29. Publicity/Trademark Licenses: Owner may not use AT&T's or its affiliates', name, trademarks, trade names or the name of any affiliate or subsidiary of the other, or use any photographs, personnel, or assets, all collectively referred to herein as the "Mark(s)", in press releases or advertising, without AT&T's prior written consent. Owner agrees that AT&T may display the Property name and address on AT&T branded sites in conjunction with and in furtherance of the promotion of AT&T's products and services including but not limited to video, internet, and voice. Owner agrees to give AT&T, its parent, subsidiaries, affiliates, related companies and any of their legal representatives, agents, licensees, permittees or assigns, the license, right and permission to advertise and/or publicize the Property name, address, picture, images, or any other indicia of the Property identity or activity of any nature created, depicted, captured of, recorded by or at the direction of AT&T (collectively "Materials") in or in connection with any and all media of any kind and nature now known or developed in the future (collectively "Media"), in any manner, in any form without further notification, authorization or compensation to Owner or anyone acting on Owner's behalf in furtherance of the marketing or advertising of AT&T's products and services. Owner understands that AT&T may use all Materials at its sole discretion and that Owner does not have any right to inspect or approve the use of the Materials in any Media.

30. Representations and Warranties: Owner represents and warrants that as of the date the Property is included in this Agreement (i) Owner is the record owner of fee simple title to the Property or controls the Property; (ii) no existing agreement, easement, instrument,

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mortgage, encumbrance, or any other document or grant or restriction of rights prohibits or in any way conflicts with Owner's ability to enter into, grant the rights to AT&T, and perform the obligations required under this Agreement or in any way prohibits Owner from entering into these obligations; (iii) Owner's entry into and performance of this Agreement will not cause any default or breach under any of the foregoing; and (iv) Owner agrees that it will not hereafter enter into any agreement that would have the effect of frustrating the purpose and intent of this Agreement, nor interfere with either Party's rights hereunder.

31. Dispute Resolution: If the Parties do not reach a resolution of a dispute, claim or controversy within thirty (30) days, the dispute, claim or controversy shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) for expedited arbitrations (the "Rules"), unless modified herein. The Parties may agree to written modifications of the Rules after the arbitrator's appointment and only with arbitrator's consent. Unless the parties or AAA determines otherwise, the Expedited Rules apply when no bona fide claim or counterclaim of any Party exceeds seventy-five thousand dollars (\$75,000). For discovery with respect to Large, Complex Cases under the Rules, the Parties may conduct discovery as agreed to by all the parties, but the arbitrator may place limits. If the Parties cannot agree on the production of documents and other information, the arbitrator may establish the extent of discovery, and may order depositions or interrogatories. In all other respects, there shall be no discovery other than the exchange of information that is required by the arbitrator from the Parties. The arbitration award shall be in writing and shall specify the legal and factual basis for the award. Each Party shall bear its own costs, attorney's fees and disbursements, regardless of which Party prevails. Venue for such arbitration will be held in **Orange** County, Florida.

32. Construction: The Parties are deemed to have participated in the drafting and negotiation of this Agreement after having the opportunity to consult with their respective counsel of their own choosing. Therefore, the language of this Agreement shall not be presumptively construed either in favor of, or against, any Party.

33. No Third Party Beneficiaries: Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

34. Non-exclusive Access: Nothing in this Agreement is intended to, nor shall it be construed to, preclude any Resident from electing to receive services from another provider. This Agreement shall not constitute an exclusive services facilities Agreement.

35. Insurance. AT&T shall comply with the insurance requirements designated for AT&T as set forth on the attached Exhibit F at all times during the Term of this Contract. AT&T shall endeavor to require that its independent contractors, subcontractors, or other non-employees (collectively, "Non-Employees") working on the Property comply only with the insurance requirements designated for Non-Employees as set forth on the attached Exhibit F. Owner shall purchase and maintain during the Term of this Contract insurance related to the Property in accordance with Owner's usual policies and practices in effect from time to time. Owner is not required to insure the AT&T Facilities.

****SIGNATURE PAGE FOLLOWS****


THE PARTIES SHALL EXECUTE THIS AGREEMENT IN THE FOLLOWING MANNER: OWNER SHALL EXECUTE AND RETURN THE AGREEMENT TO AT&T ON OR BEFORE NOVEMBER 25, 2020 AFTER WHICH AT&T SHALL COUNTERSIGN. IF OWNER FAILS TO MEET THE DEADLINE FOR EXECUTION, AT&T MAY EITHER COUNTERSIGN OR TREAT THE OFFER AS WITHDRAWN.

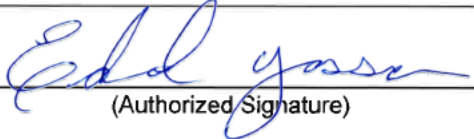
OWNER'S SIGNATURE BELOW OR AUTHORIZED ELECTRONIC SIGNATURE ACKNOWLEDGES THAT OWNER HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

SO AGREED:

DHIC - South Creek, LLC,
a Delaware limited liability company
(Owner)

BellSouth Telecommunications, LLC,
a Georgia limited liability company
(AT&T)

By: 
(Authorized Signature)
Printed Name: Chris Frandsen
Title: President
Date: 12/8/2020

By: 
(Authorized Signature)
Printed Name: Edward W Yassa
Title: Senior Customer Contracts Manager
Date: 12-14-2020

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EXHIBIT A
PROPERTY DESCRIPTION

Property Owner: DHIC - South Creek, LLC Attention: Brett McQuaide 834 Highland Ave. Orlando, Florida 32803 Telephone: (407) 388-4968 Facsimile: N/A Email: bmcquaide@drhorton.com	Payee: Name of Payee DHIC - South Creek, LLC Taxpayer ID: 75-2386963 Payments will be sent as described on EFT form.
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Property Name	Leasing Office Address Telephone, Facsimile, Email	Number of Units	AT&T Services* to Be Bulked	AT&T Services* to be Exclusively Marketed by Owner
Wetherbee	111 Wetherbee Rd Airport Park Rd Orlando, Florida 32824	300	HSIA	V, HSIA, VS, W

*AT&T Services – "V" = Voice, "HSIA" = High Speed Internet Access, "VS" = Video Service, "W" = Wireless

LEGAL NOTICE AND BULK BILLING ADDRESSES

To Owner:	To Owner:	To AT&T:
DHIC - South Creek, LLC Attention: President 1341 Horton Circle Arlington, Texas 76011 Telephone: (407) 725-1046 Facsimile: N/A Email*: mmitchell1@drhorton.com	Bulk Bills Address: DHIC - South Creek, LLC Attention: Accounting 834 Highland Ave. Orlando, Florida, 32803 Telephone: (407) 725-1046 Facsimile: N/A	AT&T Connected Communities Attention: Contract Management 208 S. Akard Street, 8th Floor Dallas, Texas 75202 Facsimile: 214-486-8170

*not an official delivery method under this Agreement

PROPERTY ADDRESS FORM

ALL PROPERTY ADDRESS FORMS SHALL BE SUBMITTED ON AN EXCEL FORM TO AT&T. THE FORM MAY BE REQUESTED FROM AND THE COMPLETED FORMS SUBMITTED TO THE FOLLOWING EMAIL ADDRESS: acc.se@att.com

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EXHIBIT B

BULK DEFINITIONS AND DESCRIPTIONS

1. Definitions:

The following capitalized terms used in this Agreement shall have the respective meanings specified below:

1.1 "Bulk Services" means the following AT&T services that AT&T makes available at the Property during the Term (including, without limitation, the Bulk Services, the Premium Services and the Other Services):

(i) "Voice" includes landline voice services, as available, and is comprised of residential local and long distance telephone service provided by or through AT&T, and may include Interconnected VoIP service (as defined in 47 C.F.R. Section 9.3) when available, or any other means to deliver landline voice service to End Users. Voice Service also includes primary and secondary lines and all calling features;

(ii) "Internet Access" includes landline internet access service, as available, and its high-speed digital data communication capabilities and interconnectivity with the Internet, including ISP services and transportation of and access to other ISP products, excluding dial up Internet access services

1.2 "AT&T's Standard Terms of Service" means AT&T's standard terms and conditions, terms of service, service agreements, acceptable use policies, software license agreements and all other policies or terms of service that apply to an AT&T Service as amended from time to time.

1.3 "Bulk Billing Start Date" or "BBSD" is no sooner than one hundred and eighty (180) days after the Effective Date, and will be the date the first Resident orders Bulk Service. The BBSD is the date that billing for Bulk Services to the Owner begins for any of the Units.

1.4 "Bulk Monthly Fee" is the monthly recurring charges, as described and set forth on Exhibit B-2, excluding taxes and fees, that are billed to Owner for Bulk Services for each Unit during the Term.

1.5 "End User" is an occupant of a Unit to whom Bulk Services and/or Other Services are available for use.

1.6 "Other Services" means the AT&T Services described in Section 2.2.

2. AT&T Bulk Services Description:

2.1 Bulk Services: Commencing on the BBSD, as defined above, AT&T will provision to each Unit the Bulk Services during the Term so long as End Users order the Bulk Services from AT&T and agree to and comply with AT&T's Standard Terms of Service. AT&T may use any technology that it chooses to deliver the Bulk Services, and may change the technology and service features, components used at any time as long as the Bulk Services continue to meet the requirements of this Agreement. AT&T will coordinate with End Users in the transition of Bulk Services to such updated technology necessary to provide the Bulk Services, including, without limitation, any necessary equipment changes or installations and any required execution of AT&T's Standard Terms of Service, at no charge to End User or Owner. No installation charges shall apply for standard installations of Bulk Services, although End User requests for additional wiring, jacks or additional set top boxes, will be billed to the End User at the applicable retail rate.

2.2 Other Services:

2.2.1 Generally: The Other Services are ordered separately from the Bulk Services by an End User and will be provided by AT&T directly to the End User pursuant to terms and conditions set forth between AT&T and each End User. AT&T will directly bill the End User for any Other Services purchased by the End User. AT&T may price the Other Services and offer them in such combinations and/or substitute them with such other products and services as AT&T may determine and AT&T may add or change Service name, features, components, pricing, terms and conditions, means of delivery, etc., including those of any substitute service at any time. AT&T may deny Other Services to any End User, require deposits, or modify its credit terms as it deems appropriate or in accordance with applicable regulatory commission rules and regulations of the state in which the service is to be provided. Nothing in this Agreement shall preclude, nor shall Owner restrict, in any way, AT&T from providing direct, Other Service-related communications with End Users or prospective End Users and delivery of related products. If the End User requests an additional account for the Bulk Services at the Unit, such additional account will be considered Other Services and AT&T may directly bill the End User for such service on a separate account at the then current retail rate.

2.2.2 Premium Services: "Premium Services" are those Other Services that are End User selected upgrades to the applicable tier of service provided as part of the Bulk Services (e.g., an Internet service that provides a higher speed than a data Bulk Service). The Premium Services shall be offered to the End User at the difference between AT&T's standard retail market rate for the Premium Services requested by the End User and AT&T's standard retail market rate for the retail service that is equivalent to the Bulk Service at the time of purchase. The End User shall be financially responsible for any additional customer premises equipment necessary to deploy the Premium Services.

2.3 End User Terms: An End User's use of the AT&T Services shall be subject to this Agreement and AT&T's Standard Terms of Service. End Users will be required to acknowledge acceptance of and comply with AT&T's Standard Terms of Service.

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3. **Payment Terms for Bulk Services:** Owner will pay AT&T a Bulk Monthly Fee for each Unit for the Term as described on Exhibit B-2, attached hereto and made a part hereof.

4. **End User Access:** AT&T may, in its sole discretion, immediately terminate a particular End User's access to and use of the AT&T Services (i) if such End User violates any provision of AT&T's Standard Terms of Service; or (ii) if the equipment used by the End User or the End User's use of the AT&T Services interferes with AT&T's provision of services to another end user. Should any device or any facility used by an End User not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, AT&T reserves the right to discontinue AT&T Services or the End User's access to, and use of, AT&T Services, as necessary until such non-conformance is cured by the Owner or End User as the case may be. In addition, notwithstanding any other provision of this Agreement, AT&T reserves the right to (1) refuse to activate any Other Service or require a non-refundable fee or refundable deposit for any Other Service from an End User if such End User fails to meet AT&T's credit requirements or (2) suspend or terminate the Other Services if an End User fails or has failed to pay AT&T for any Other Service.

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EXHIBIT B-1**BULK SERVICES**

Notwithstanding the service descriptions below, AT&T may modify the Bulk Services at any time during the Term to conform to the equivalent service available to similarly situated AT&T residential customers in the same geographic area. AT&T shall notify End Users of such changes in the same manner as it provides such notice to its residential subscribers. The Bulk Service(s) will be made available to Owner for use by End Users pursuant to the terms of this Agreement and will at a minimum be substantially similar to services provided to similarly situated AT&T customers in the local area in which the Property is located.

BULK DATA SERVICE

AT&T's Internet 300 data product with downstream speeds of up to 300 Mbps will be made available to Owner for use by End Users pursuant to this Agreement.

AT&T agrees to distribute to the End User during initial installation of the Bulk Services any customer premises equipment normally provided by AT&T for use within a Unit as part of the AT&T Services ("CPE"). Any CPE provided to End Users is the sole responsibility of the End User and the End User shall be responsible for returning such customer premises equipment to AT&T when the service is cancelled.

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EXHIBIT B-2

PAYMENT TERMS FOR BULK SERVICE

1. **Bulk Monthly Fee:** The Bulk Monthly Fee is **\$24.00** per Unit excluding applicable taxes and applicable fees, and is subject to increase as provided herein.

2. **Bulk Billing Implementation:** AT&T will begin billing the Bulk Monthly Fee on the BBSD and invoice Owner each month for all Bulk Services provided pursuant to this Agreement ("Bulk Bill"). The first Bulk Bill will be issued in the month following the month in which the BBSD occurs. For the first twelve (12) months following the BBSD, the Bulk Monthly Fee will apply only to those Units where Bulk Services have been activated by an End User and following such period, the Bulk Monthly Fee will apply to all Units at the Property.

Subject to other provisions of this Agreement, the Bulk Bill shall equal the Bulk Monthly Fee times the number of Units for which the Bulk Monthly Fee applies; plus any and all fees, sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency (other than taxes levied on AT&T's net income) and expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction, in connection with Bulk Service.

3. **Payment Term:** Owner will pay the Bulk Bill on or before the thirtieth (30th) day after the date of the Bulk Bill ("Due Date"). Owner will pay a thirty-five dollar (\$35.00) charge for any check returned for non-sufficient funds. Owner will reimburse AT&T for all costs, including, without limitation, attorney fees, incurred in any attempt to collect any balance unpaid thirty (30) days after its due date. If full payment is not received within thirty (30) days after the Due Date, in addition to any rights it may have, AT&T may send notice to Owner that it will terminate, or suspend, at AT&T's election, the provision of the Bulk Services, if payment is not received within twenty days (20) days of the date of such written notice. Owner shall defend, indemnify and hold AT&T harmless from any and all third party claims or causes of action of any nature arising from termination or suspension of Bulk Service for such non-payment. Payments received by AT&T after the Due Date will bear interest at an annual rate equal to the lesser of (i) eighteen percent (18%) or (ii) the maximum permitted by applicable law.

4. **Credit for Service Failure:** If AT&T fails to deliver all Bulk Services, as required hereunder, for a period of more than twenty-four (24) consecutive hours, then AT&T will provide a credit representing a pro-rated amount of the monthly recurring charges for each affected Unit to Owner's account for each full day of service outage, upon written request of Owner. The maximum credit for service downtime associated with a particular End User shall not exceed the total monthly bill to Owner for such End User's Bulk Service, for the month in which such downtime or failure occurs.

5. **Bulk Price Escalation:** After the first anniversary of the BBSD, AT&T may increase the Bulk Monthly Fee by an amount equal to no more than four percent (4%) per calendar year, provided that the resulting Bulk Monthly Fee may not exceed the retail price for AT&T services that are functionally equivalent to the Bulk Services. AT&T will use commercially reasonable efforts to provide Owner sixty (60) days advance written notice of such change to the Bulk Monthly Fee and such increase shall apply from the date set forth in the notice. However, failure to make such notice does not exempt AT&T from instituting the increase no earlier than one (1) year after the previous increase became effective. Notwithstanding the foregoing, and in addition to the Bulk Monthly Fees, AT&T will include in its Bulk Bill, charges for any and all fees, sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency (other than taxes levied on AT&T's net income) or for expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction in connection with Bulk Service.

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EXHIBIT C

COMPENSATION

1. **Advance Payment:** Only in the event that the Parties agree to convert from bulk services and marketing to an exclusive marketing agreement as set for in sections 13.2 or 26.3 and in consideration of Owner's performance of its obligations under this Contract, AT&T will pay Owner an "Advance Payment". For purposes of this Contract, Advance Payment shall mean an amount equal to the total number of Units occupied or ready for occupancy at the Property, multiplied by **ten dollars (\$10.00)** per year multiplied by the number of whole years remaining in the Term at the time of conversion. The Advance Payment will be paid to Owner for new construction Properties, will be payable for Units within buildings that are completed for occupancy, within sixty (60) days after the end of the calendar month in which AT&T receives from Owner a copy of the first temporary or permanent occupancy certificate (or local equivalent) for each building to be constructed on the Property.

AT&T will be entitled to recapture all, or a pro-rated portion of, any Advance Payment previously paid to Owner in the event (i) AT&T terminates this Contract due to an Owner breach, (ii) Owner terminates this Contract for any reason other than breach by AT&T prior to the Expiration Date, or (iii) Owner transfers the Property during the Term without assigning this Contract in accordance with its assignment provisions. The amount of the recaptured Advance Payment will be determined by multiplying the Advance Payment by the fraction generated by dividing the number of months remaining in the initial Term by the total number of months in the initial Term. AT&T may deduct such recaptured Advance Payment from any future payments owed to Owner for any purpose. If the Contract is terminated or the Property is transferred without assignment prior to the end of any given month, Owner will retain the pro rata Advance Payment for such month.

2. **Recurring Payments:** Only in the event Owner exercises the Conversion to EMA Option and terminates the Bulk Services per Section 26.3, and in consideration of Owner's performance of its obligations under this Contract, AT&T will begin paying Owner recurring payments as described below ("Recurring Payment(s)"). Recurring Payments will be paid to Owner within sixty (60) days after the end of each calendar month during the Term ("Payment Period").

- 2.1 The Recurring Payment is calculated by the number of Units at the Property that receive Internet Access Service, in accordance with Table 1 below. The penetration rate is computed by dividing the number of Units at the Property that receive Internet Access Service at the end of each Payment Period by the total number of Units specified in Exhibit A for the Property. AT&T reserves the right to recapture any unearned Recurring Payment, or refund owed Recurring Payment, and may deduct said unearned Recurring Payment from, or add owed Recurring Payment to, any future payments owed to Owner.

TABLE 1
EMA Prime 3 Plan

Penetration Rate*	Monthly Payment Per Unit
$\geq 70\%$	\$8
60% – 69.99%	\$7
50% – 59.99%	\$6
40% – 49.99%	\$3
.01% – 39.99%	\$2

*Excluding services provisioned via digital subscriber line ("DSL").

3. **Complimentary Account(s):** AT&T will provide the following, or its future equivalent, which shall be determined at AT&T's discretion, on a complimentary basis ("Complimentary Service") for **five (5)** total account(s), as described below.

3.1 AT&T will provide **one (1)** Showroom Account(s) with video and internet access service with up to 1G download speed ("Showroom Account with video and HSIA"). This Showroom Account with video and HSIA must be located in the sales or leasing lobby area, public-facing. The Showroom Account with video and HSIA must be in a location where AT&T Fiber® is available.

3.2 AT&T will provide **four (4)** B-Comp Account(s) with Business Public high definition (HD) video service with internet access service with up to 1G download speed ("B-Comp Account"). The B-Comp Account(s) will be located in public locations at the Owner's discretion, with installation subject to AT&T's reasonable approval and any applicable restrictions. Performance rights payments, if any, for such comp TV service, set forth in 17 U.S.C. Section 110 (5)(B)(i), shall be the sole responsibility of the Owner if the transmission of such content is deemed a "public performance" under that Section of the Copyright Act.

- 3.3 "Equipment" consists of the following:

3.3.1 Showroom Account with video and HSIA: AT&T will provide, at no charge up to three (3) HD set top boxes or functional equivalent ("STB").

3.3.2 B-Comp Account: AT&T will provide up to three (3) HD set top boxes or functional equivalent (STB).

3.3.3 AT&T will provide, at no charge, one wireless router ("Residential Gateway") per internet Complimentary Service account as described above.

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3.3.4 Owner shall return all Equipment to AT&T upon the termination of the Complimentary Service and will be liable for the cost of any Equipment that is not returned or is damaged. All Complimentary Services will be installed by AT&T at no charge.

3.4 Owner may order the following additional services, if available, for use with the B-Comp Account Service at the same rate charged for similarly situated retail customers: non-standard installation, static IP, RF remote controls, Internet upgrades, business Voice over Internet Protocol Unlimited Service. On the account where Complimentary Service(s) are provided, Owner will be responsible for charges for upgrades or additional services that the Owner has ordered, including any applicable one-time and monthly taxes, fees, and surcharges associated with such upgrades or additional services that AT&T is lawfully allowed to pass through to similarly situated retail customers in the same market area who purchase equivalent services. B-Comp Account Service will not be provided if the Owner is disconnected for non-payment for upgrades.

3.5 Owner agrees to provide, at its expense, any and all equipment (e.g., televisions and computers), other than the Equipment and install such equipment required to display or utilize the Complimentary Service.

4. Additional terms and conditions for the Complimentary Service account(s) that AT&T provides to Owner under this Agreement are found in the Service Guides for AT&T Managed Internet Services and AT&T Bandwidth Services and the Acceptable Use Policy ("AUP") found at www.att.com/internet-terms and www.att.com/aup (collectively "Service Publications"). The Service Publications referenced shall be construed to refer to only those provisions thereof that are applicable to the Complimentary Services, and shall include any successor or replacement versions thereof, however branded, all as they are amended from time to time and all of which are incorporated herein by reference.

5. Central Wiring Panel Contribution: AT&T will make a contribution to Owner for the purchase and installation of Central Wiring Panels ("CWP") at the Property ("CWP Contribution"). Such CWP Contribution shall be an amount equal to the total number of Units occupied or ready for occupancy at the Property, multiplied by **thirty dollars (\$30.00)**. The CWP Contribution shall only be paid if AT&T receives a valid vendor invoice from Owner for the CWP. The CWP Contribution will be paid to Owner no later than sixty (60) days after the end of the calendar month in which AT&T receives from Owner a copy of the CWP invoice for each building constructed on the Property. The invoice must be sent to the address designated for receipt of Notices in this Contract. Owner will be responsible for the selection, purchase, installation and subsequent maintenance and or replacement of said CWP.

AT&T will be entitled to recapture all, or a pro-rated portion of, any CWP Contribution previously paid to Owner in the event (i) AT&T terminates this Contract due to a(n) Owner breach, or (ii) Owner terminates this Contract for any reason other than breach by AT&T prior to the Expiration Date, or (iii) Owner transfers the Property during the Term without assigning this Contract in accordance with its assignment provisions. The recaptured portion shall be calculated by dividing the number of months remaining in the Term of this Contract by the total number of months in the Term then multiplying by the CWP Contribution paid. AT&T may deduct such recaptured CWP Contribution from any future payments owed to Owner for any purpose. If the Contract is terminated or a Property transferred without assignment prior to the end of any given month, Owner will retain the pro rata CWP Contribution for such month.

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EXHIBIT D

FACILITIES POINTS AND INSIDE WIRE

1. **Demarcation Point(s):** The demarcation point location(s) selected by the Owner is:

- ☒ Within each Unit at the Property
☐ A common location in each building at the Property from which all Units in such building can be served
☐ More than one common location in each building or on the Property, each of which serves multiple Units
☐ A common location at the Property from which all Units of the Property can be served (MPOE)

2. **Owner Facility Requirements:**

- A. ☒ For MDU New Construction – FTTP

1. A central wiring panel may be provided and installed by Owner for all Units for AT&T's non-exclusive use. Owner shall provide one non-switched 110V AC grounded outlet for each panel.
2. Owner required to place One (1) 4-pair CAT-5e homerun wire between each outlet and a central wiring panel inside the Unit.
3. The Demarc is the central wiring panel in each Unit.
4. AT&T will provide and install microduct/fiber from the telecom closet to every Unit and common area at AT&T's sole cost and expense, provided that the Owner must establish a clear path to service each Unit.
5. Where U-verse is provided via fiber to the premises ("FTTP") technology, each Unit will be equipped with an optical network terminal ("ONT") and will require AC power for the ONT from an uninterruptable power supply that AT&T will mount in a controlled environment (32° -113° F) inside the Unit, and within a maximum distance of 100' from the ONT. Owner will provide a minimum of one UL Listed 16 gauge stranded copper 1-pair cable, between the ONT and a standard, duplex 110V AC non-switched, grounded outlet in a controlled environment (32° -113° F) and no farther than 100' from the ONT.

- B. ☐ For MDU Existing Properties – FTTN

All telecommunication wiring shall be homerun cable; i.e., installed in a star configuration, and 4-Pair Category 3 or better or Tri-shield RG6 or RG11 or better.

3. AT&T may change the architecture used at any time, provided that the AT&T Services continue to meet the requirements of this Agreement, and such changes do not require any additional expense for Owner due to new Owner wiring requirements.

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EXHIBIT E

THIS EXHIBIT E IS AN EXAMPLE ONLY

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made by INSERT LEGAL NAME, a INSERT TYPE OF ENTITY, with its principal place of business at INSERT FULL ADDRESS (STREET, CITY, STATE, ZIP, ("Seller") and INSERT LEGAL NAME, a INSERT TYPE OF ENTITY, with its principal place of business at INSERT FULL ADDRESS (STREET, CITY, STATE, ZIP, ("Buyer").

BACKGROUND

- A. On INSERT DATE, Seller and BellSouth Telecommunications, LLC ("AT&T") entered into an AT&T Connected Communities Marketing Agreement Number _____ ("Agreement"). The Agreement relates to INSERT PROPERTY NAME ("Property") located at INSERT ADDRESS OF PROPERTY. Unless otherwise defined in this Assignment, all capitalized terms used herein have the meaning given to them in the Agreement.
- B. Seller entered into a purchase agreement with Buyer, under which Seller transferred ownership of the Property to Buyer ("Transaction"). Buyer's ownership of the Property was effective as of 11:59 p.m. on the closing date ("Date of Sale") of the Transaction, which occurred on INSERT DATE. Seller shall remain responsible for all obligations and liabilities under the Agreement arising from any breach of or default under the Agreement occurring prior to the Date of Sale.

AGREEMENT

1. Effective as of the Assignment Effective Date (defined below), Seller hereby assigns to Buyer, and Buyer hereby accepts assignment of the Agreement as Owner, including all of the Owner's rights and obligations thereunder as of the Assignment Effective Date. Effective as of the Assignment Effective Date, Buyer hereby assumes, without condition, reservation or exception, and agrees to perform all of the obligations of Owner under the Agreement. The "Assignment Effective Date" is the date that AT&T receives the fully executed and completed version of this Assignment.
2. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart of this Assignment will be deemed to constitute due and sufficient delivery of the counterpart.
3. Seller and Buyer understand that all of the following information ("Buyer Information") must be completed and provided to AT&T in order to trigger the payment of Payments to Buyer:
 - 3.1 Buyer Contact Information and Notices:
Legal Name: _____
Attention: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____
 - 3.2 Buyer EFT Form and acceptable EFT supporting documentation to verify banking information for payments to Buyer. Buyer may request current EFT Form by sending an email request to the AT&T Property Sale Notification mailbox at g05453@att.com.
 - 3.3 Tax Information for Buyer
Payee Name: _____
Tax ID Number: _____
 - 3.4 The attached IRS Form W-9 and if applicable, California Form 590 must be completed and executed by Buyer.
W-9: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
590 (CA ONLY): https://www.ftb.ca.gov/forms/2019/19_590.pdf
 - 3.5 If Buyer requests that payments due hereunder be paid to a "Payee" other than Buyer, then Buyer must provide a signed letter of authorization to AT&T authorizing such payment to Payee, and must provide all information in Section 1-3 above related to Payee.

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4. The parties to this Assignment agree that as of the Assignment Effective Date, the Agreement shall be considered amended to delete Seller as Owner under the Agreement, and to include Buyer as Owner under the Agreement. The Agreement is further amended by this Assignment to include all of Buyer's information provided above where appropriate in the Agreement, which replaces Seller's corresponding information in the Agreement.

If this Assignment is executed by Buyer and Seller, but the Buyer information required above, including the Buyer EFT Form and acceptable EFT supporting documentation, is incomplete, this Assignment and the Agreement is valid and enforceable by and between Buyer and AT&T as of the Assignment Effective Date, but payments will not begin to accrue until the beginning of the month in which AT&T receives all such Buyer information. In all other cases, the initial accrual of payments to Buyer shall occur at the beginning of the month in which the Assignment Effective Date occurs.

In witness whereof, the parties hereto, intending to be legally bound, have executed this Assignment as of the date first written above.

SELLER:

a(n) _____

Signature

Typed Name

Title

Date

BUYER:

a(n) _____

Signature

Typed Name

Title

Date

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EXHIBIT F

INSURANCE REQUIREMENTS

A. AT&T shall at all times during the Term of this Agreement:

- Carry the insurance listed below or provide evidence of self-insurance for the amounts below.
- Furnish Certificates of Insurance to Owner evidencing required coverages upon request.
- Provide at least thirty (30) days prior written notice to Owner of cancellation or non-renewal of any required coverage that is not replaced.
- Use any combination of primary and excess to meet the required limits.

1. Workers' Compensation: Workers' Compensation Insurance meeting statutory requirements.

2. Employers' Liability: With the following limits:

\$500,000	Each Accident
\$500,000	Disease-Policy Limit
\$500,000	Disease-Each Employee

3. Commercial General Liability: (ISO Form CG 00 01 or its replacement): Insurance must provide contractual liability coverage. The limits must be \$2,000,000 general aggregate and \$1,000,000 each occurrence.

4. Business Automobile Liability: Insurance for claims arising out of ownership, maintenance, or use of owned, non-owned, and hired motor vehicles at, upon, or away from the Property with the following limits:

\$1,000,000	Each Accident - combined single limit for bodily injury and property damage
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5. Umbrella Excess: Following form liability insurance, in excess of the Commercial General Liability, Employers' Liability, and Automobile Insurance above, with the following limits:

\$3,000,000	Each Occurrence
\$3,000,000	Aggregate - Where Applicable

6. General Requirements: All policies must:

- a. Except for the Workers' Compensation insurance, include Owner, its property management company, and their respective partners, members, officers, directors, employees, agents, successors, and assigns as "additional insureds" by endorsement as respects this Agreement (with the same coverage that would be provided under ISO Form CG 20 26 or its equivalent).
- b. Be written on an occurrence basis and not on a claims-made basis.
- c. Be endorsed to waive any rights of subrogation against Owner, its property management company, and their respective partners, members, officers, directors, employees, agents, successors, and assigns.
- d. Be written by an insurance company or companies with a current A. M. Best Company rating of A-/VII or better and be authorized to do business in the State where the Property is located.
- e. The coverage afforded under AT&T's insurance policies shall be primary to any liability insurance carried by Owner as the additional insured, and Owner's insurance(s), if any, shall be excess and non-contributory for claims and losses arising out of AT&T's activities contemplated under this Agreement.

B. AT&T shall require its Non-Employees working on the Property to carry the same insurance required of AT&T in A1 through 6 above except for the following:

1. The Umbrella Excess for Non Employees shall be limited to:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate-Where Applicable

2. General Requirements 6a and 6c shall not apply to Non-Employees.

C. If Owner files an insurance claim as an additional insured under AT&T's insurance, Owner shall (i) promptly provide AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) not settle any such claim, demand, lawsuit, or the like without the prior written reasonable consent of AT&T, provided that AT&T has undertaken defense of such claim, demand, lawsuit or the like; and (iii) reasonably cooperate with AT&T in the defense of the claim, demand, lawsuit, or the like.

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