

**AT&T CONNECTED COMMUNITIES
MARKETING CONTRACT ("CONTRACT")
NEW CONSTRUCTION PROPERTY**

This Contract is by and between **AT&T Services, Inc.**, a Delaware corporation with its principal place of business at 530 McCullough, San Antonio, Texas 78215, on behalf of certain affiliated AT&T companies whose products and services AT&T Services, Inc. is authorized to sell (each, an "Affiliate"), collectively referred to herein as "AT&T", and **TDC Tanglewood Real Estate Owner, L.L.C.**, a Delaware limited liability company (the "Owner"), as further described in Exhibit A.

WHEREAS, AT&T is engaged in the business of selling and providing certain residential telecommunications and other services (as defined in Section 4 and as specified in Exhibit C, for purposes of this Contract) within the exchange service area where AT&T provides local exchange service; and

WHEREAS, Owner either owns or controls the multiple dwelling unit residential property described in Exhibit A (the "Property"), and Owner agrees to communicate and disburse information and materials regarding certain of the Services on an exclusive or non-exclusive basis as specified in Exhibit A (the "Marketed Services") to residents and prospective residents of the Property, under the terms contained herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **MARKETING.** AT&T appoints Owner as AT&T's representative for communicating and disbursing information and materials regarding the Marketed Services specified in Exhibit A at the Property.
2. **TERM.** The "Term" of this Contract shall begin on the date that AT&T executes this Contract ("Effective Date") and shall expire on December 1, 2026 ("Expiration Date"), unless terminated earlier as provided herein. In the event that the first certificate of occupancy or equivalent is not issued by August 1, 2017, then upon AT&T's written notice made within one hundred eighty (180) days after the first certificate of occupancy or equivalent is received, the parties hereby agree that such notice will be effective as an amendment to the Contract for the sole purpose of changing the Expiration Date to ten (10) years from the date on which the first certificate of occupancy or equivalent was issued, which date will be identified in such notice. Upon the Expiration Date, this Contract shall automatically renew on a month-to-month basis until either party gives the other party a thirty (30) day notice of termination hereof.
3. **PAYMENTS.** Provided Owner is not in material default of its obligations under this Contract, including but not limited to communicating and disbursing information and materials as set forth herein, for each unit that is occupied or ready for occupancy at the Property ("Unit"), AT&T will make payments to Owner pursuant to the terms and conditions set forth in Exhibit B (the "Payments") for performing such obligations. No Payments shall be paid to Owner until AT&T receives an official LTR 147C form (or a valid W-9) 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 Contract and the IRS records for such Payee. If a Payment is returned to AT&T as undeliverable to the payee address in Exhibit A, AT&T may hold Payments until Owner provides a valid W-9 accompanied by an email or letter from Owner (from an e-mail address or on letterhead clearly identifying Owner) confirming the correct address for delivery of Payments, after which (i) such address shall be used as the payee address for all Payments and (ii) within 60 days, AT&T shall make any Payments that were held. If AT&T discovers that the Property is currently subject to a separate AT&T Connected Communities agreement between AT&T and a third party (for example, a property management company), then AT&T must either (A) promptly notify Owner of AT&T's election to terminate this Contract, and thereafter Owner shall promptly refund any Payments made pursuant to this Contract during the preceding three (3) month period, and this Contract and the rights granted herein automatically terminate as though never executed, or (B) terminate the AT&T Connected Communities agreement with the third party and this Contract will remain in effect as to the Property.
4. **SERVICES.** The services that AT&T will deploy at the Property under this Contract are set forth in Exhibit C ("Services"). The parties will mutually agree upon the technology and the architecture (for example, fiber to the node or fiber to the premises) that AT&T initially uses to deliver the Services under this Contract. Where AT&T intends to deploy fiber to the premises with an optical network terminal, AT&T must obtain Owner's permission prior to doing so. AT&T may change the architecture used at any time, provided that the Services continue to meet the requirements of this Contract, and (A) such changes do not require any additional expense for Owner due to new Owner wiring requirements, and (B) to the extent AT&T is installing new equipment, the changes are approved by Owner in accordance with Section 5.A(i).

AT&T Proprietary and Confidential

DCT MDU 2/16/16, ME 3/28/16 js rev 5/12/16 TB executable

5. **AT&T'S OBLIGATIONS.**

A. ***Service Delivery.***

- (i) AT&T, at its sole expense, shall design, install, operate, maintain, and repair all wiring and equipment it requires (other than Owner Facilities (as defined in Section 6.D)) to provide Services from the property line to the telecommunications demarcation point(s) agreed upon by the parties pursuant to Section 1 of Exhibit F, including any customer premises equipment normally provided by AT&T within subscribers' Units as part of the Services (collectively, the "AT&T Facilities"). AT&T will provide its plans for the AT&T Facilities to Owner prior to the installation thereof, including the location of all above-ground equipment AT&T proposes to install at the Property. AT&T's selection of the particular equipment to be used in the AT&T Facilities, and equipment manufacturers, shall be at AT&T's discretion. Owner shall approve or reject AT&T's plans within ten (10) business days following receipt. Failure of Owner to approve or reject such plans within ten (10) business days shall constitute approval. Owner's approval of the plans for the AT&T Facilities may not be unreasonably withheld or delayed, except that Owner's approval of the location of above-ground equipment is in Owner's sole discretion, subject to reasonable technical feasibility constraints from AT&T. Owner and AT&T shall work in good faith to resolve any objections related to the installation and placement of AT&T Facilities, including above-ground equipment sites. Such approvals are not required for similar or like replacements of the components of the AT&T Facilities, unless the replacements will affect the aesthetics of the Property. No approval by Owner waives or otherwise affects AT&T's representations, warranties, liabilities, indemnities, and other obligations under this Contract.
- (ii) All work to be completed by AT&T shall be done in a proper and workmanlike manner in accordance with Laws (as defined in Section 7.D) and applicable industry standards. AT&T shall obtain and keep current all necessary permits, licenses and approvals in connection with the construction, installation, maintenance, and operation of the AT&T Facilities and the provision of Services.
- (iii) AT&T shall comply with state utility locate requirements in an effort to determine the location of all public utilities within the Property prior to commencing any digging, boring or trenching in order to avoid disruption of or damage to any utility service to the Property. Owner shall reasonably cooperate with AT&T and, upon AT&T's request, provide plans (if in Owner's possession) showing the location of any private utilities or irrigation systems.
- (iv) Promptly following the Effective Date of this Contract, AT&T and Owner shall each give the other party notice designating a point of contact to coordinate with in connection with the design and installation of the AT&T Facilities and, if the Property is new construction, the Owner Facilities.
- (v) If the Property is new construction, then the following provisions also apply:
 - (a) AT&T's and Owner's points of contact shall make good faith efforts to attend (by phone or in person, at the reasonable request of either party) construction meetings for the Property at a frequency mutually agreed upon by the project contacts. AT&T shall coordinate its installation schedule for the AT&T Facilities with Owner's construction schedule for improvements at the Property, including, if applicable, coordination with other low-voltage installers in joint trenching operations.
 - (b) As soon as possible, but not less than two hundred ten (210) days prior to occupancy, Owner will provide AT&T with its construction schedule, certificate of occupancy schedule, registered plat or survey and agreed path for AT&T Facilities. Except in the event of delay caused by Owner, its employees or contractors, or by Force Majeure Conditions (as defined in Section 7.P), AT&T shall complete the installation of the AT&T Facilities and perform all necessary testing (utilizing live signal feeds) of the AT&T Facilities to the extent necessary to ensure the Services are available at each Unit at least ten (10) days prior to the date Owner estimates it will receive a certificate of occupancy (or local equivalent) for that Unit.

- (vi) If the Property is existing construction, then AT&T will use commercially reasonable efforts to (a) conform its schedule for its work to minimize disruption and inconvenience to residents, Owner, and Owner's property management staff, and (b) complete its work and perform all necessary testing of the AT&T Facilities with minimum disruptions or outages in Services to residents and Owner.
- (vii) AT&T shall provide Owner with an as-built map (which may be drawn on Owner's site survey) of any AT&T Facilities located on the common areas of the Property that are not located in the Owner's conduit promptly upon completion of the installation thereof. AT&T shall update and revise the map promptly upon the making of any additions to, replacements of, or changes in the AT&T Facilities from time to time located on the common areas of the Property that are not located in the Owner's conduit.

B. Service Conditions.

- (i) Subject to the terms and conditions herein, AT&T agrees that the Services provided to the residents pursuant to this Contract will be equal in quality to the same services provided to other similarly situated customers at multi-dwelling unit ("MDU") properties served by the same wire center that serves the Property. AT&T shall use commercially reasonable efforts to ensure that the Services' features are commensurate with the features deployed by AT&T in the same metropolitan area to the extent such services are available in the area of the Property; provided, however, nothing contained in this paragraph requires AT&T to deploy technologies that are currently experimental.
- (ii) AT&T may price the Services and offer them (subject to Section 5.F) in such combinations and with such other products and services as AT&T may determine; provided, however, AT&T's prices must at all times be no higher than those retail rates generally available for the same services offered using the system architecture deployed by AT&T in the same metropolitan area where the Property is located.
- (iii) Subject to the terms of Section 5.B(i-ii) and applicable Laws, AT&T may add or change Service features, components, pricing, terms and conditions, at any time. AT&T may deny Service to any resident, require deposits, or modify its credit terms as it deems appropriate or in accordance with Laws.
- (iv) AT&T acknowledges that during the Term of this Contract, it plans to introduce certain general customer enhancements (referred to herein as "Material Customer Enhancements," as defined in the following paragraph) to its Video Services and Owner desires that such Material Customer Enhancements be deployed at the Property, in order that residents are offered the same general video capabilities that are offered at other MDU properties served by AT&T's Video Services in the same limited geographical area where the Property is located. Owner acknowledges some enhancements may not be available to the Property or may differ because of the network architecture deployed at the Property, or because the wire center serving the Property does not support such enhancements.

Unless publicly announced, AT&T will notify Owner of any Material Customer Enhancements in the capability of AT&T's Video Services that are generally available at MDU properties served by the same AT&T wire center that serves the Property. Such notification shall occur within ninety (90) days after the Material Customer Enhancement is generally available as described in the preceding paragraph. The term "Material Customer Enhancements" means functionality or services that are not available at the time the parties executed this Contract, but are later made available by AT&T at Similar MDU Properties. The term "Similar MDU Properties" means MDU properties that receive AT&T's Video Services through similar systems using the same network architecture as deployed at the Property, that consist of at least one hundred (100) units, are of a quality similar to the Property, and that are served by the same AT&T wire center that serves the Property.

Within one hundred and eighty (180) days after any Material Customer Enhancement is generally available at Similar MDU Properties, AT&T will make available the same or similar Material Customer Enhancement to residents at the Property; provided, however, that Owner's wiring must be capable of supporting such Material Customer Enhancements.

All Material Customer Enhancements shall be operated and maintained at AT&T's sole cost; provided, however, that AT&T may charge subscribers for such Material Customer Enhancements at the same rates that AT&T charges other subscribers in the same metropolitan area, and AT&T further reserves the right to refuse to modify the AT&T Facilities during the last year of the then-current Term of this Contract unless Owner and AT&T mutually agree to extend the Term of this Contract for an additional length of time to enable AT&T to recoup its investment. AT&T further reserves the right to not provide any Material Customer Enhancements to the Property based upon AT&T's cost or network operation planning needs or objectives, but Owner shall have the right upon 30 days written notice to AT&T to immediately terminate the Video Service portion of this Contract without liability, if AT&T does not provide such Material Customer Enhancements to the Property for any of these reasons. Owner acknowledges that Material Customer Enhancements do not include customized services ordered and negotiated for other MDU properties. Material Customer Enhancements that require enhancements to or replacement of customer premise equipment, such as residential gateways, set-top boxes, remotes and similar equipment, shall be made available at the Property under the same terms and conditions and schedule as made available to other customers served by the wire center where the Property is located.

C. **Customer Service Level Obligations.** AT&T shall provide its Voice Services in accordance with the customer service obligations set forth in applicable Laws. AT&T shall provide its Video Services and Internet Access Services in accordance with the following provisions:

- (i) The term "Minor Outage" means any outage or serious degradation of Video Services or Internet Access Services that affects fewer than ten percent (10%) of the Units at the Property.
- (ii) The term "Major Outage" means any outage or serious degradation of Video Services or Internet Access Services that affects ten percent (10%) or more of the total Units at the Property.
- (iii) AT&T agrees to respond to a Major Outage and begin corrective measures within twenty-four (24) hours of notice that a Major Outage has occurred; provided however, that this deadline does not apply to any Major Outage caused by a catastrophic failure affecting AT&T's provision of Internet Access Service and/or Video Service to a significant portion of the country. AT&T agrees to respond to a Minor Outage and begin corrective measures before the close of business on the next business day (excluding Sundays and national holidays) following notice that a Minor Outage has occurred. If during any six-month period during the Term of this Contract the Property experiences more than five (5) Major Outages lasting in excess of twenty-four hours in duration and not caused by a Force Majeure Condition, Owner, or an act of a third party, then Owner may declare AT&T in default of its obligations under this Contract and may terminate AT&T's right to provide and market Internet Access Services and/or Video Services under this Contract by giving thirty (30) days written notice of termination. If during any six month period during the Term of this Contract, the Property experiences more than ten (10) Minor Outages affecting more than two resident Units during each outage, with the outage lasting in excess of ninety-six (96) hours in duration before it is repaired, Owner may declare AT&T in default of its obligations under this Contract and may terminate AT&T's right to provide and market Internet Access Services and/or Video Services under this Contract by giving thirty (30) days written notice of termination.
- (iv) The term "Service Order" means any order from a resident requesting a new Service or to make a change in an existing Service. AT&T will respond to a Service Order within twenty-four (24) hours, excluding holidays and weekends, and, each calendar quarter, AT&T must complete at least ninety-five percent (95%) of Service Orders within seven (7) business days after the Service Order is received; provided however, that this deadline shall not apply if: (a) the resident requests, or resident and AT&T agree upon, a longer installation period, (b) AT&T is unable to complete the installation due to Owner's or a resident's failure to provide access, (c) AT&T's work is delayed due to an inadequacy in the Owner Facilities, or AT&T's inability to access wiring necessary for the provision of the Services, or (d) with respect to Voice Services only, AT&T is delayed due to telephone number portability issues beyond AT&T's control. In the event AT&T establishes shorter standard installation intervals

in the general residential marketplace during the Term of this Contract, such intervals shall be communicated to Owner by AT&T and made a part of this Contract. If AT&T is in breach of this Section 5.C(iv) for two (2) consecutive quarters, or three (3) quarters within any six (6) consecutive quarters, Owner may elect to terminate this Contract without penalty or fee by providing thirty (30) days written notice of termination to AT&T; provided, however, Owner must exercise its right to terminate this Contract within ninety (90) days after the event giving rise to the termination right.

- (v) Minor Outages and Major Outages do not include problems with Internet Access Services and/or Video Services that are caused by, or the cure of which is prevented by, Force Majeure Conditions, scheduled outages, upgrades, and modifications to the AT&T Facilities where AT&T has notified the subscriber of such in advance, acts of third parties, or problems not caused by a failure in the AT&T Facilities (e.g., problems resulting from resident-supplied equipment (such as computers, televisions, routers, modems, phones, etc.), hardware and software incompatibilities, or wiring installed, relocated or altered by a resident or by Owner).
- D. **AT&T as Service Provider.** AT&T shall be responsible for processing Service Orders, providing Services, performing billing and collection, and other customer service functions associated with the Services. Nothing in this Contract shall preclude, nor shall Owner restrict in any way, AT&T from providing direct, service-related communications with residents or prospective residents or from delivering telephone directories and related products. Owner assumes no liability or responsibility for Services charges incurred by, or billing and collections from, residents and AT&T's sole recourse is against the residents.
- E. **Training Materials.** Owner will use commercially reasonable efforts to make its on-site leasing personnel ("Owner Personnel") available for the training program identified in Exhibit D.
- F. **Marketing Materials.** AT&T, at its expense, will supply Owner from time to time with supplies of brochures, price lists, and other promotional materials that AT&T deems necessary to promote the Marketed Services (the "Materials"). If Owner depletes its supply of Materials, AT&T, at its expense, will supply additional materials within ten (10) days after request by Owner. The Materials referenced in this Contract and used by AT&T to market the Marketed Services at the Property may include references to wireless (cellular) services offered by AT&T or any of its affiliates, as long as such wireless (cellular) services are promoted in such Materials as part of a bundled offering that includes one or more of the Services. Owner shall distribute Materials as set forth in Exhibit D but is not required to perform any other marketing on behalf of AT&T with respect to wireless (cellular) services.
- G. **AT&T Facilities Ownership.** All of the AT&T Facilities installed at the Property by AT&T pursuant to this Contract shall at all times be and remain the personal property of AT&T, and shall not be considered fixtures of the Property. Nothing herein precludes either party from exercising any rights available to it under Laws, including, for example, Owner establishing a minimum point of entry. Neither Owner nor any third party shall have any rights in the AT&T Facilities except as expressly granted in writing by AT&T or as provided by Laws.
- H. **No Liens.** Neither party shall cause, suffer, or permit any lien or claim of lien to attach to or encumber the property of the other party as a result of or in connection with this Contract. If any lien is filed against the property of a party by anyone claiming through the other party, then such other party shall cause the lien to be removed or bonded around to the other party's reasonable satisfaction within twenty (20) days after demand.
- I. **Repair and Restoration.** AT&T shall promptly restore any buildings and improvements on the Property, as well as all surface and underground areas within the Property, that have been altered or affected in any way by virtue of the installation, operation, maintenance, repair, or upgrade of the AT&T Facilities, or the maintenance or repair of the Owner Facilities, to substantially the same state and condition that existed prior to the work, ordinary wear and tear excepted.
- J. **Insurance.** AT&T shall comply with the insurance requirements designated for AT&T as set forth on the attached Exhibit G at all times during the Term of this Contract. AT&T shall 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 G. 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.

6. OWNER'S OBLIGATIONS.

- A. **Promotions.** Owner's obligations are set forth in Exhibit D hereto. During the Term, Owner hereby agrees that it will not enter into an agreement under which Owner pays another service provider to provide multichannel Video Services, Internet Access Services, or Voice Services to residential Units on a bulk basis ("Bulk Services Agreement"). If Owner wishes to enter into a Bulk Services Agreement, Owner will first solicit AT&T and request that AT&T provide Video Services, or wired or wireless Internet Access Services, with or without Voice Services to residents on a bulk basis, and upon such request AT&T has the option to provide the requested bulk services pursuant to Owner entering into a Bulk Services Agreement with AT&T at a forty percent (40%) discount off of the then-current retail rate for the service(s). If AT&T elects such option, the parties will enter into good faith exclusive negotiations for a minimum of one hundred twenty (120) days to finalize the Bulk Services Agreement. If AT&T does not exercise such option or the parties are unable to finalize a Bulk Services Agreement and Owner subsequently executes a Bulk Services Agreement with another provider, Owner will provide written notice to AT&T that Owner has entered into a Bulk Services Agreement with another provider and the date such agreement becomes effective no later than thirty (30) days before such Bulk Services Agreement becomes effective, and this Contract will terminate effective on the effective date of such agreement and AT&T will be entitled to a prorated recapture of Advance Payment calculated in accordance with Exhibit B. Nothing in this Contract is intended to, nor shall it be construed to, preclude any end user from electing to receive services from another provider. This Contract shall not constitute an exclusive services facilities contract.
- (i) In the event Owner elects to market services from a third party service provider, Owner agrees that no collateral or promotional, marketing or sales materials distributed by Owner shall include any references to services that compete with any Marketed Services that are specified in Exhibit A as being marketed on an exclusive basis.
 - (ii) Owner is permitted to place, or allow a WiFi service provider to place, wireless access points to make WiFi services available to residents as an amenity and Owner may inform residents of the availability of such access points without being in violation of this Contract.
- B. **Required Address Information.** All Payments will be based on AT&T's summary billing records as established by the address information provided by the Owner in an Excel format using the "Property Address Form" attached as Exhibit E hereto. Owner agrees that any future phases of the Property will have a separate and different address (as recognized by the USPS) from the address(es) provided herein for the Property under this Contract. Such Payments will be sent via U.S. Mail to the address specified on Exhibit A for the Property or, if available from AT&T, delivered by ACH to a routing number supplied by Owner as specified on Exhibit A. No Payments will be paid for Units whose addresses are not included on the Property Address Form. Owner may update the Property Address Form from time to time to include additional addresses for the Property. Payments for such additional addresses will be eligible for payment by AT&T the month of submission if such addresses are provided by the 15th of that month. Addresses submitted after the 15th of a given month will be eligible for payment the following month. Payments for the additional addresses shall occur in accordance with these terms and no retroactive payments shall be made. For Payments verification purposes, Owner agrees to provide necessary Property data (excluding any private resident information) to AT&T when requested by AT&T.
- C. **Right of Access.**
- (i) Subject to the limitations set forth herein, and at no charge to AT&T, Owner will provide employees, agents, and contractors of AT&T with reasonable access to the Property for the purpose of performing its obligations and exercising its rights hereunder, including any and all work required to provide or maintain the Services. The right of access as described in this Section 6.C(i) includes the provision to AT&T by Owner of such access cards, devices or codes as are necessary to allow AT&T installation, repair and maintenance personnel reasonable access through any gates or entry-ways surrounding the Property and any equipment rooms containing AT&T Facilities. AT&T's employees who enter the Property must carry visible picture identification and any additional identification necessary to show they are employees of AT&T. To the extent that AT&T's right to provide Video Service

under this Contract is terminated prior to its expiration or this Contract expires, AT&T's right to provide Video Services at the Property terminates; provided however, after the expiration or earlier termination of this Contract, AT&T may continue to provide such Video Service to existing customers at the Property pursuant to an existing individual subscriber agreement until the resident terminates its subscription to AT&T's Video Services or as otherwise provided by Law, provided that AT&T may not specifically solicit new customers or activate new customers at the Property for AT&T's Video Services.

- (ii) All of AT&T's marketing personnel shall make reasonable efforts to register with Owner's on-site manager prior to performing any marketing activities on the Property.
- (iii) The time, place, and content of AT&T's marketing activities are subject to reasonable approval by Owner's on-site property manager. AT&T may not conduct door-to-door marketing activities or leave door hangers at the Property, except for those door hangers used to notify residents of missed repair or installation appointments or other non-marketing information, without the prior written consent of Owner. AT&T will be allowed access to a leased Unit only if an adult resident or resident's agent is present or with the resident's prior written permission. Neither Owner nor its on-site property manager is required to accompany AT&T on its service or installation calls to leased Units. AT&T shall comply with all reasonable security rules and regulations with respect to the Property or the management thereof as may be established from time to time by Owner or its duly authorized agent.

D. Wiring Requirements.

- (i) If the Property is new construction, Owner agrees to pay for, install and maintain (subject to Section 6.D(iii)) all wire and equipment (including central wiring panels ("CWP") designated for AT&T's use from the demarcation points to and including the jacks in the walls for each Unit and will install conduit from the property line to each building communications closet and allow AT&T to use the conduit for installation of AT&T's Facilities (collectively, the "Owner Facilities"). AT&T's use of the Owner Facilities is non-exclusive, and is limited to that wiring and equipment designated for AT&T's use; provided, however, that AT&T has the exclusive right to use any wiring portion of the Owner Facilities that is actually being used to provide any of AT&T's Services for as long as such wiring is actually being so used. Owner agrees that if the Services provided by AT&T pursuant to this Contract include Video Services, then the Owner Facilities will meet the wiring specifications set forth in Section 2.A of Exhibit F; failing which, AT&T has no obligation to provide Video Services or pay Payments hereunder related to such Video Services to Owner, and the parties shall renegotiate the Payments applicable to any remaining Marketed Services hereunder.
- (ii) If the Property is existing construction, AT&T will evaluate the Owner Facilities (other than conduit) to determine AT&T's ability to provide its Services over the Owner Facilities once the AT&T Facilities are installed or upgraded. If AT&T determines that the Owner Facilities are adequate for AT&T to provide its Services, then AT&T will commence its work in accordance with the procedures set forth in Section 5.A above. If AT&T determines that the Owner Facilities are not adequate for AT&T to provide its Video Services at the time of the initial evaluation or as to individual apartment Units when fulfilling a customer service order, then AT&T shall provide Owner with notice specifying the deficiencies, and Owner may (a) elect to repair, modify, or upgrade the Owner Facilities as necessary to enable AT&T to provide its Video Services, or (b) notify AT&T of its election to not repair, modify, or upgrade the Owner Facilities, in which case AT&T may elect to perform the necessary repair, modification, or upgrade to the Owner Facilities, and if AT&T elects not to perform such work, the Owner shall have the option to market AT&T's Video Service at the Property on a non-exclusive basis, and AT&T may provide its Video Services to those Units capable of receiving the Video Services. If the percentage of Units incapable of receiving AT&T's Video Service exceeds twenty five percent (25%) of the Units at the Property, either Party may elect to terminate this Contract without liability. AT&T's use of the Owner Facilities is non-exclusive, and is limited to that wiring and equipment designated for AT&T's use; provided, however, that AT&T has the exclusive right to use any wiring portion of the Owner Facilities that is actually being used to provide any of AT&T's Services for as long as such wiring is actually being so used. Notwithstanding anything to the contrary in this Contract, if the Property is existing construction, it is the intention of the parties that AT&T will provide all

materials (other than the Owner Facilities) and perform all work necessary for AT&T to be able to provide its Services at the Property, and Owner's sole obligation with respect to the Owner Facilities is to make available certain agreed upon wiring to transport the Services at the Property.

- (iii) Owner grants AT&T, and AT&T assumes, during the Term, the right and obligation to use, maintain, and repair the wiring portion of the Owner Facilities used by AT&T during any period of time that AT&T is using said wiring to provide its Services to a subscribing resident; provided, however, if the Property is new construction and the Services provided by AT&T include Video Services, and the Owner Facilities fail to meet the specifications set forth in Section 2.A of Exhibit F, then AT&T is not required to maintain and repair the wiring portion of the Owner Facilities.
- (iv) All of the Owner Facilities installed at the Property shall at all times be and remain the personal property of Owner. Neither AT&T nor its Affiliates shall have any rights in the Owner Facilities, except as expressly granted in writing by Owner or as provided by Laws.

E. **Memorandum of Agreement.** Owner has, or will upon AT&T's request, grant to AT&T a recordable memorandum of this agreement ("Memorandum"), using a form mutually approved by the parties, in order to provide record notice that Owner has entered into this Contract with AT&T. AT&T may record the Memorandum in the real property records of the county in which the Property is located. Within fifteen (15) days after the expiration or earlier termination of this Contract, AT&T shall execute and deliver to Owner a recordable release of the Memorandum and its rights under this Contract.

7. GENERAL TERMS AND CONDITIONS:

A. **Representations and Warranties.**

- (i) Owner represents and warrants that: (a) Owner is the record owner of fee simple title to, or has a long term leasehold interest in, the Property, subject to the terms of applicable leases and other covenants, conditions, restrictions, and encumbrances that exist as of the date of this Contract; (b) no existing contract, easement, instrument, 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 Contract or in any way prohibits Owner from entering into these obligations; (c) Owner's entry into and performance of this Contract will not cause any default or breach under any of the foregoing; and (d) Owner agrees that it will not hereafter enter into any contract that would have the effect of frustrating the purpose and intent of this Contract, nor interfere with either party's rights hereunder.
- (ii) AT&T represents and warrants that: (a) AT&T has or will acquire all necessary permissions and corporate or other legal authority to enter into and perform this Contract on its behalf and on behalf of its Affiliates; (b) AT&T has or will secure all contractual commitments necessary from any third party who is responsible for providing any portion of the Services on AT&T's behalf; (c) this Contract constitutes a legal, valid, and binding obligation enforceable against AT&T in accordance with its terms; (d) no existing contract or any other document or grant or restriction of rights prohibits or in any way conflicts with AT&T's ability to enter into and perform the obligations required under this Contract or in any way prohibits AT&T from entering into these obligations; (e) AT&T is a duly organized corporation and in good standing in the State where the Property is located; and (f) the AT&T signatory is a duly authorized representative of AT&T with authority to bind AT&T, its Affiliates, and any third party who provides the Services on AT&T's behalf under this Contract.

B. **Assignment.**

- (i) **Owner's Assignment Rights.** Subject to all applicable terms, conditions and Owner's obligations set forth in this Contract, Owner shall assign its rights and obligations hereunder to any third party purchaser or subsequent owner ("Buyer") of the Property. Within thirty (30) days after the sale of the Property, Owner shall deliver to AT&T an executed Assignment and Assumption Agreement using the form attached hereto as Exhibit H (the "Assignment") or other form acceptable to the parties (provided it contains the information outlined in Section 3 of Exhibit H). Thereafter, this Contract shall be

effective by and between AT&T and Buyer, and Owner shall be released from all obligations and liabilities under the Contract, except for any accrued liabilities. If the Assignment received by AT&T is fully executed by Buyer and Owner but the Buyer information is incomplete, then AT&T shall promptly notify Buyer of the deficient information and AT&T is not required to pay Payments to Buyer until AT&T receives the outstanding Buyer information. Notwithstanding the above, if AT&T paid any Payments to the Owner which should have rightfully been paid to the Buyer, Owner agrees to return such Payments to AT&T within thirty (30) days of receiving notice of same from AT&T.

- (ii) *AT&T's Assignment Rights.* Subject to all applicable terms, conditions and AT&T's obligations set forth in this Contract, AT&T may assign its rights and obligations hereunder to an Affiliate of AT&T or its parent company, or to any person or entity in connection with the sale of all or substantially all of AT&T's business or assets, without Owner's prior notification and consent. Any other assignment of this Contract and its rights requires Owner's written consent, which shall not be unreasonably withheld. Within thirty (30) days after any assignment by AT&T, AT&T shall notify Owner of the assignment and thereafter AT&T shall be released from all obligations and liabilities under the Contract, except for any accrued liabilities.

C. Binding Arbitration.

- (i) In the event of any dispute, claim or controversy arising out of or related to this Contract or breach thereof, the parties shall use commercially reasonable efforts to settle such disputes, claims or controversies by consulting and negotiating with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such a resolution 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, unless modified herein. The arbitration shall be held before a single arbitrator selected in accordance with said rules. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- (ii) Either party may, without inconsistency with this Contract, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending the arbitration tribunal's determination of the controversy. Neither party nor the arbitrator may disclose the existence, content, or results of the arbitration without prior written consent of both parties. 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.
- (iii) Subject to applicable Laws that may provide otherwise, each party will pay its own expenses to participate in the arbitration, including attorney fees and expenses related to the presentation of evidence, witnesses, and document production. Notwithstanding the foregoing, if a party, pursuant to the Notices section hereof, makes a written offer of settlement of a dispute for which a request for arbitration has been made to the AAA pursuant to this Section, which settlement offer expressly refers to this Section 7.C, includes a description of the claim to be settled, the amount of the settlement and any other relevant conditions (the "Offer"), attorney's fees may be awarded as follows: If the defendant made the Offer and the complainant rejected the Offer, the defendant shall be entitled to recover reasonable attorney's fees incurred by the defendant from the date of the rejection of the Offer through the date of the issuance of the arbitration award if the final arbitration award is one of no liability or is less than seventy-five percent (75%) of such Offer. If the complainant made the Offer and the defendant rejected the Offer, the complainant shall be entitled to recover reasonable attorney's fees incurred by the complainant from the date of the rejection of the Offer through the date of the issuance of the arbitration award if the final arbitration award is greater than one hundred and twenty-five percent (125%) of such Offer. An Offer must remain open for a period of thirty (30) days. A counter-offer shall be deemed a rejection although it may constitute an Offer if it complies with the requirements for Offers under this Section 7.C. An Offer that is neither withdrawn nor accepted in writing within the thirty (30) days shall be deemed rejected.

- D. **Compliance with Laws.** The parties agree to comply with all applicable federal, state, county, and local laws, ordinances, regulations, tariffs and codes (collectively the "Laws") in their performance under the Contract. Each party will defend, indemnify and hold the other party harmless from any loss, liability, damage, or expense (including reasonable attorney's fees and court costs) sustained because of the other party's noncompliance with the Laws. Owner acknowledges and agrees that AT&T is regulated by the Federal Communications Commission and certain state public service commissions. In the event the Laws are in conflict with any provision herein, the Laws shall control.
- E. **Governing Law and Regulatory Changes.** The validity, construction, and enforceability of this Contract, as well as any causes of action relating to contractual interpretations or arising out of the performance of this Contract, whether sounding in contract or tort, shall be governed in all respects by the laws of the State where the Property is located. The parties will amend this Contract if necessary to conform it to any requirement under applicable Laws; provided however, that if any such Laws materially affects, eliminates or would substantially modify this Contract, or would materially impact the parties' benefits hereunder or their ability to perform under this Contract, the parties agree that they will negotiate in good faith to amend this Contract so as to preserve the benefits of this Contract for each party. In the event the parties are unable to reach an agreement on such a modification after good faith negotiations, either party may terminate this Contract without liability or penalty for such early termination.
- F. **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), and the employing party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of employment. Each party has and retains the right to exercise full control of and supervision over employment, direction, compensation, and discharge of its employees, including compliance with Social Security withholding, Workers' Compensation, unemployment, payroll taxes, and all other taxes and regulations governing such matters. Either party may use Non-Employees to perform any of its obligations or to act on its behalf. A party's use of Non-Employees does not release that party from any of its liabilities or obligations under this Contract. Each party is responsible for all actions and omissions of its Non-Employees when acting within the scope of their employment. The parties agree and acknowledge that Owner's Property and premises are not the premises or a work location of AT&T. The relationship between Owner and AT&T under this Contract is one of independent contractors and the parties are not, by entering into this Contract, establishing any form of partnership or agency relationship.
- G. **Non-Waiver.** No waiver of any provision of this Contract will be effective unless executed in writing by the party granting the waiver. If a party fails to enforce any right under this Contract, such failure will not be a waiver of such right. If a party waives a breach by the other party, such waiver is not a waiver of any other breach or any subsequent breach of the same provision.
- H. **Trademarks and Publicity.**
- (i) Neither party may use the other party's, or its affiliates name, trademarks, trade names or the name of any affiliate or subsidiary of the other, or use any photographs or likeness of the property, personnel, or assets of the other, all collectively referred to herein as the "Mark(s)" of the party, in press releases or advertising, without the other party's prior written consent. Such use of a party's Marks shall be only for the Term (and extensions of the Term) of the Contract.
 - (ii) Prior to creating a use for the other party's Mark(s), each party will obtain artwork for the Mark(s) and associated guidelines from the other party. Each party will follow the guidelines provided with the artwork for the Marks, and will submit to the other party for written approval, prior to any publication, all publicity matters that mention or display the name or Marks of the other party or contain language from which a connection to said name and/or Mark may be inferred. Submittals for approval by AT&T should be sent via email to Theresa.garland@att.com or to such other designee as AT&T may specify.
 - (iii) In responding to requests for approval of the use of a party's Marks, the approving party agrees to use commercially reasonable efforts to respond within fifteen (15) business days following receipt of the approval request. No licenses, express or implied, under any patents, copyrights, trademarks, service marks, or trade secrets, are granted to either party by the other party unless otherwise agreed to herein. Ownership of the Marks of a party

shall remain with the party during the Term and thereafter. At the end of the Term and its extensions, any material in the possession of a party containing the Marks of the other party shall be returned to the other party or destroyed.

- (iv) Both parties reserve the right to withdraw permission to use its Mark(s) after sixty (60) days written notice to the other. Neither party has the right to register the name or Marks or any other mark owned by the other party as a domain name, corporate or trade name, trademark or service mark.
- (v) Owner agrees to provide the following language or approved variation in using the AT&T Marks, when such Marks are to be advertised or distributed by the Owner including Internet or Intranet websites and in any print or visual media: "Permission to use AT&T and AT&T Connected Communities registered trademarks is granted by AT&T Intellectual Property II, L.P. d/b/a AT&T Intellectual Property."

I. Confidential Information.

- (i) Except as set forth in this Section, each party agrees that (a) all information communicated to it by the other and identified and marked as "confidential", whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services, and (c) this Contract, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Contract. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Information. No Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Contract and any disclosing party's Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, and Owner may disclose this Contract to any current or prospective lenders, partners, or purchasers of the Property, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.
- (ii) The obligations set forth in Section 7.1 will not prevent any party from disclosing information that belongs to such party or is (a) already known by the recipient party without an obligation of confidentiality other than under this Contract, (b) publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) rightfully received from a third party, (d) independently developed without use of the disclosing party's Information, or (e) disclosed without similar restrictions to a third party by the party owning the Information. 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 required to disclose the Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement. Upon written request at the expiration or termination of this Contract, all documented Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the Term of the Contract and shall survive the expiration or termination thereof for a period of two (2) years, provided that the obligations hereunder shall continue in effect for any Information for so long as it is a trade secret under applicable Laws.

J. Limitation of Liability, Disclaimers, and Indemnification.

- (i) LIMITATION OF LIABILITY. (a) AT&T SHALL NOT BE LIABLE TO OWNER OR ANY THIRD PARTY FOR INTERRUPTION OF THE SERVICES FROM ANY CAUSE. AT&T'S LIABILITY, IF ANY, TO RESIDENTS WILL BE GOVERNED EXCLUSIVELY IN THE CASE OF REGULATED SERVICES BY AT&T'S APPLICABLE REGULATORY DOCUMENTS AND TARIFFS FILED WITH THE APPROPRIATE STATE REGULATORY AGENCY, OR IN THE CASE OF NON-REGULATED SERVICES, BY THE APPLICABLE CONTRACTS

AND ACCEPTABLE USE POLICIES IN PLACE WITH THE RESIDENTS. (b) EXCEPT FOR THIRD PARTY INDEMNITY OBLIGATIONS UNDER THIS CONTRACT, 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 CONTRACT, 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. (c) NEITHER PARTY MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, TO THE OTHER PARTY EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT.

- (ii) **DISCLAIMER OF WARRANTIES.** 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. THE WARRANTIES, IF ANY, DESCRIBED IN THIS CONTRACT 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.

- (iii) *Indemnification.*

- (a) Each party agrees to indemnify, defend, and hold harmless the other party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees, and with respect to Owner, its property management company) from and against any and all liability, loss, damage, claim or expense, which may at any time be suffered or incurred by or asserted against the other party directly or indirectly or in connection with: (i) any claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the gross negligence or intentional misconduct of the indemnifying party (including any of its agents or Non-Employees); (ii) any actual or alleged infringement of any third party's patent, trade secrets, trademark, copyright, or other intellectual property rights by the indemnifying party; and (iii) with respect to AT&T, any claim, demand, or suit for damages against Owner resulting from the provision of Services to residents.

- (b) In the event that a claim arises under this Section, the indemnified party agrees to provide the indemnifying party with prompt notice of any claim, and the parties will inform one another of any subsequent written communication regarding the claim and will fully cooperate with one another in defense of the claim.

- (iv) *Independent Liability.* AT&T Services, Inc. and its Affiliates shall not be jointly liable under this Contract, each AT&T entity being independently and individually liable only for its own acts hereunder.

- K. **Severability.** If any provision of this Contract is held to be illegal, invalid or unenforceable, this Contract and all other provisions will remain in effect, unless the illegal, invalid or unenforceable provision goes to the essence of this Contract. 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 the Contract. If the FCC prohibits AT&T from enforcing exclusive marketing agreements and one or more Marketed Services are specified in Exhibit A as being marketed on an exclusive basis, then, to the extent that Owner elects to communicate and disburse information about only AT&T's Marketed Services specified as being marketed on an exclusive basis, AT&T agrees to continue to pay the Payments set forth herein to Owner after such ruling. If, thereafter, Owner elects to communicate and disburse information about competing services on the Property, Owner shall provide AT&T thirty (30) days prior notice thereof and the parties shall attempt to renegotiate in good faith the payments in accordance with Section 7.E to account for the non-exclusive marketing of the Marketed Services. If the FCC prohibits AT&T from enforcing exclusive marketing agreements, nothing in this Contract obligates Owner to communicate

and disburse information about any of the AT&T Marketed Services on an exclusive basis following the effective date of such prohibition.

- L. **Survival of Obligations.** Any respective obligations of the parties hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Contract shall survive such termination, cancellation or expiration.
 - M. **Non-exclusive Access.** Nothing in this Contract is intended to, nor shall it be construed to, preclude any resident from electing to receive services from another provider. This Contract shall not constitute an exclusive services facilities contract.
 - N. **Construction.** The parties are deemed to have participated in the drafting and negotiation of this Contract after consulting with their respective counsel of their own choosing. Therefore, the language of this Contract shall not be presumptively construed either in favor of, or against, any party.
 - O. **No Third Party Beneficiaries.** Except as otherwise specifically stated in this Contract, the provisions of this Contract are for the benefit of the parties hereto and not for any other person.
 - P. **Force Majeure.** No party shall be held liable for any reasonable delay or failure in performance of any part of the Contract because of any cause or circumstances beyond its 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"). In the event of a Force Majeure Condition affecting any party, the parties shall cooperate to perform their obligations under the Contract.
 - Q. **Authorized Representative / Owner Relationship.** If this Contract is executed by a management company or other authorized representative on behalf of Owner (an "Authorized Representative"), the Authorized Representative agrees to provide proof of such authority upon reasonable request by AT&T, and Authorized Representative hereby represents that it has the requisite authority from the Owner to legally bind Owner and to perform all of the Owner's obligations under this Contract at the Property and to receive, process and remit the Payments to the Owner. In the event that Authorized Representative ceases to act as an authorized agent on matters related to commitments under, and the performance of, this Contract for the Property, Authorized Representative, Owner or Owner's on-site manager shall provide AT&T with immediate written notice of such change with the Notice to be sent as provided in Section 9. In such cases, AT&T reserves the right to continue the administration and enforcement of this Contract directly with the Owner that Authorized Representative no longer represents as an agent, or through any newly authorized agents appointed by such Owner.
 - R. **Tax Treatment and Reporting.** For all federal, state and local tax purposes, each party will be responsible for determining its own tax treatment of the transactions described in this Contract and each party shall be responsible for its own tax reporting with respect to the transactions described in this Contract.
8. **DEFAULT / REMEDIES / TERMINATION.** In the event either party shall be in breach or default of any of the material terms, conditions or covenants of this Contract and such breach or default shall continue for a period of thirty (30) days after written notice by the non-breaching party to the breaching party, then in addition to all other rights and remedies of law or equity, the non-breaching party shall have the right to terminate this Contract without any obligation or liability whatsoever. Owner further agrees that if AT&T terminates this Contract due to an Owner breach, Owner will not actively single out current AT&T subscribers for the purpose of directly marketing competitors' services for a period of six (6) months; provided, however, Owner is not prohibited from performing general marketing activities for a competitors' services (e.g., handing out marketing materials as part of a leasing packet, etc.). Notwithstanding the above, if such breach is for non-payment of Payments due hereunder, and the breaching party has not cured such breach within thirty (30) days of such notice, the breaching party will be assessed a late charge of one and one-quarter percent (1.25%) of the amount outstanding for each month for which the amount remains unpaid or the highest legally allowable rate, whichever is less. Notwithstanding the above, for any breach of this Contract by one party that negatively affects the other party's reputation, including but not limited to illegal, fraudulent or unethical behavior, the other party may terminate this Contract immediately upon written notice and shall be entitled to remedies for damages resulting therefrom.
9. **NOTICES.** All notices of a legal nature or other communications required or contemplated by this Contract shall be in writing and sent by facsimile, delivered in person, or sent by postage prepaid certified mail, return

receipt requested, to the addresses listed below or to an alternate address later provided in accordance with this Section. All notices under this Contract that are addressed as provided herein will be deemed given (A) upon delivery, if delivered personally or by courier service, (B) when confirmed, if delivered by facsimile, and (C) on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail, if delivered by mail in the manner described above.

Owner's Legal Notice Information:

See Exhibit A

AT&T Legal Notice Information:

AT&T Connected Communities

Attn: Contract Management
208 South Akard, 7th Floor
Dallas, Texas 75202
Facsimile: 214-464-5303

10. **AMENDMENTS AND ADMINISTRATIVE CHANGES.** This Contract may be modified only by written amendment signed by both parties, except for such changes that are specified below which may be effected by providing written notification to the other party:

- (A) change of Notice address by either party (see Section 9)
- (B) change of address for delivery of Payment checks to Owner (see Exhibit A)
- (C) change by Owner of name of Property (see Exhibit A)
- (D) change by Owner of address of Property (see Exhibit A)
- (E) notice of Expiration Date pursuant to Section 2.

It is understood and agreed that any such modification will be acceptable to both parties when the written notice is executed by a duly authorized representative of the party (one who has the authority to execute a contract) providing such notice and is delivered to the other party pursuant to Section 9.

11. **ENTIRE AGREEMENT.** This Contract, including any and all Exhibits hereto, constitutes the entire agreement between Owner and AT&T and supersedes all prior oral and written quotations, communications, promises, agreements and understandings of the parties, if any, with respect to the subject matter.
12. **SIGNATORIES.** The signatory for each party to the Contract represents and warrants to the other party that (s) he is familiar with the Contract and with the negotiation and documents which preceded the Contract and warrants that (s) he has the legal authority to enter into the Contract on behalf of the respective party.

UNLESS PREVIOUSLY WITHDRAWN BY AT&T OR IF THIS CONTRACT IS SUBSEQUENTLY EXECUTED BY AT&T, THE PROPOSED TERMS OF THIS CONTRACT SHALL EXPIRE IF NOT SIGNED BY OWNER AND RECEIVED FOR EXECUTION BY AT&T ON OR BEFORE JUNE 15, 2016. AFTER OWNER SIGNS AND RETURNS THE CONTRACT TO AT&T, AT&T SHALL HAVE THIRTY (30) DAYS TO SIGN AND RETURN THE CONTRACT TO OWNER UNLESS PREVIOUSLY WITHDRAWN BY OWNER; OTHERWISE, OWNER MAY CANCEL THIS CONTRACT. SUBMISSION OF THIS CONTRACT FOR EXAMINATION OR SIGNATURE DOES NOT CONSTITUTE AN OFFER BY AT&T FOR THE MARKETING OF SERVICES DESCRIBED HEREIN.

SIGNATURE PAGE FOLLOWS

SO AGREED:

TDC Tanglewood Real Estate Owner, L.L.C.,
a Delaware limited liability company
(Owner)



Signature

Mark Culwell

Printed/Typed Name


Managing Director, Multifamily Development

Title

6/15/14

Date

AT&T Services, Inc.,
a Delaware corporation
(AT&T)



Signature

Tom Bennett

Typed Name

Senior Customer Contracts Manager – AT&T
Connected Communities

Title

6/16/14

Date

EXHIBIT A**CONTRACT INFORMATION FORM**

Property Owner: TDC Tanglewood Real Estate Owner, L.L.C. c/o Transwestern Attn: Doug Dawson 1900 W. Loop South, Suite 1300 Houston, TX 77027 Telephone: 713-417-3370 Facsimile: 972-991-4247 E-mail Address: douglas.dawson@transwestern.com	Payee: TDC Tanglewood Real Estate Owner, L.L.C. Taxpayer ID: 47-2240189 Send Payment checks to: TDC Tanglewood Real Estate Owner, L.L.C. c/o Transwestern Attn: Controller 1900 W. Loop South, Suite 1300 Houston, TX 77027
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Property Name	Leasing Office Address Street, City, State, Zip	Number of Units	Services* Provided	Non- Exclusive Marketed Services*
The Hayworth Telephone: 713-270-7700 Facsimile: 972-991-4247 Email: kathy.wolf@greystar.com	1414 Wood Hollow Houston, TX 77057	246	T, IA, V	T, IA, V
Total Units		246		

*Services are defined in Exhibit C.

"T" = Voice Services "IA" = Internet Access Services "V" = Video Services

NOTICES

To Owner: TDC Tanglewood Real Estate Owner, LLC c/o Transwestern Attn: Mark Culwell 5001 Spring Valley Road, Suite 400W Dallas, TX 75244 Telephone: 972.774.2500 Facsimile: 972-991-4247 E-mail Address: douglas.dawson@transwestern.com TDC Tanglewood Real Estate Owner, LLC c/o Transwestern Attn: Brandon Allen 5001 Spring Valley Road, Suite 400W Dallas, TX 75244 Telephone: 972.774.2500 Facsimile: 972-991-4247	To AT&T: SEE SECTION 9 OF THE CONTRACT
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EXHIBIT B**PAYMENTS TO OWNER**

1. **Advance Payment:** 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 **one hundred dollars (\$100.00)**. The Advance Payment will be paid to Owner (i) for existing Properties, within sixty (60) days after the end of the calendar month in which the Effective Date occurs; or (ii) 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 for each building to be constructed on the Property.

AT&T will be entitled to recapture all, or a portion of, any Advance Payment previously paid to Owner in the event (i) AT&T terminates this Contract due to a(n) 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 Payments 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. **Central Wiring Panel Payment.** In consideration of Owner's performance of its obligations under this Contract, AT&T will pay Owner a "Central Wiring Panel Payment" to reimburse Owner for a portion of the costs incurred by Owner to purchase CWP for residential Units at the Property. The Central Wiring Panel Payment shall be an amount equal to the total number of Units set forth in Exhibit A multiplied by **Thirty Dollars (\$30.00)**. The Central Wiring Panel Payment will be paid to Owner within sixty (60) days after the end of the calendar month in which AT&T receives from Owner a copy of an invoice for the CWP. The CWP invoice must be sent to the address designated for receipt of Notices in this Contract. The CWP are part of the Owner Facilities and AT&T's use shall, at all times, be non-exclusive.

AT&T will be entitled to recapture all, or a portion of, any Central Wiring Panel Payment previously paid to Owner in the event (a) that (i) AT&T terminates this Contract due to a(n) 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, and (b) Owner denies AT&T access to the Owner Facilities. The amount of the recaptured Central Wiring Panel Payment will be determined by multiplying the Central Wiring Panel Payment by the fraction generated by dividing the number of months remaining in the initial Term at the time AT&T's access to the Owner Facilities is denied by the total number of months in the initial Term. AT&T may deduct such recaptured Central Wiring Panel Payment from any future payments owed to Owner for any purpose. If AT&T's access to the Owner Facilities is denied prior to the end of any given month, Owner will retain the pro rata Central Wiring Panel Payment for such month.

3. **Recurring Payment:** In consideration of Owner's performance of its obligations under this Contract, AT&T will pay 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").

Recurring Payments will be paid as a percentage ("PCR") of the Monthly Recurring Charges for the Services in accordance with Table 1 below. Monthly Recurring Charges or ("MRC") means the monthly recurring amounts charged by AT&T for each Service provided to Residents. MRC expressly excludes taxes, surcharges, regulatory fees, equipment rental or equipment maintenance, credits or refunds to Residents, and non-recurring charges (e.g., charges for pay-per-view events, video-on-demand charges, installation charges, change of service fees, charges for service calls, and late fees, uncollectibles or similar charges). 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 Recurring Payment owed to Owner.

- a) No Recurring Payment will be paid for non-U-verse Voice Service and Internet Access Service, as set forth in Table 1 below.
- b) **U-verse® Services.** For Voice Service, Internet Access Service and Video Service delivered over the U-verse platform, AT&T will pay a Recurring Payment on the MRC for those U-verse Services as set forth in Table 1 below, based on the penetration rate of the U-verse Services at the Property. The Penetration

Rate is computed by dividing the number of AT&T U-verse accounts at the Property billed to Residents at the end of each Payment Period by the total number of Units specified in Exhibit A for the Property (see Table 1 below).

TABLE 1

Flex Plan UV3		
U-verse Penetration Rate =	PCR	Legacy Voice, LD & DSL Fixed PCR =
80.00%+	12.00%	0.00%
60.00%-79.99%	10.00%	0.00%
30.00%-59.99%	6.00%	0.00%
15.00%-29.99%	4.00%	0.00%
0.00%-14.99%	2.00%	0.00%

4. **Complimentary B-Comp Service Account(s):** AT&T will provide U-verse service on a complimentary basis ("Complimentary B-Comp Service") for three (3) account(s) as described below during the Term. Paragraphs a), b) and c) below are applicable to each B-Comp Service account.

a) The following U-verse services are included in **each** Complimentary B-Comp Service account:

- i. One (1) U-verse Business Public "Business Value Deluxe 200" video service, including high definition (HD) service. AT&T will provide up to seven (7) HD set top boxes ("STBs") without video recording capability, and one wireless router (Residential Gateway) ("BP200 Equipment") at no charge. Owner shall return all BP200 Equipment to AT&T upon the termination of Complimentary B-Comp Service and will be liable for the cost of any BP200 Equipment that is not returned or is damaged.
- ii. One (1) U-verse high speed internet access Max or comparable service with up to 12Mbps download speed ("HSIA"). Subject to the terms and conditions applicable to other retail customers, including credit qualification and payment of applicable charges, Owner may upgrade HSIA bandwidth at the difference between AT&T's standard retail market rate for the HSIA and AT&T's standard retail market rate for the higher bandwidth HSIA at the time of purchase.

b) The Complimentary B-Comp Service will be located in public locations at the Owner's discretion, subject to AT&T's reasonable approval and any applicable restrictions. Owner agrees to provide, at its expense, any and all equipment, other than the BP200 Equipment (e.g., televisions and computers), and install such equipment required to display or utilize the Complimentary B-Comp Service. Owner agrees to abide by all terms and conditions and restrictions applicable to retail business customers of Business Value Deluxe and HSIA or equivalent service. The Complimentary B-Comp Service will be standard installation at no charge to Owner and there shall be no monthly recurring charge to Owner for the Complimentary B-Comp Service.

c) Owner may order the following additional services for use with the B-Comp Service at the same rate charged for similarly situated retail customers: non-standard installation, static IP, RF remote controls, HSIA upgrades, business U-verse Voice over Internet Protocol Unlimited Service ("cVoIP") or additional programming when made available. On the account where B-Comp Services 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 Service will not be provided if the Owner is disconnected for non-payment for upgrades.

- 5. Audit.** For a period of two (2) years after the date a payment is due under this Exhibit, AT&T shall keep and maintain accurate books and records related to MRC and Penetration Rates and Recurring Payments. Owner may, on an annual basis, with thirty (30) days written notice, at its cost, inspect and audit AT&T's above-referenced books and records, at a mutually agreeable location, at any time within two (2) years after the date of each Recurring Payment, after which time such payment shall be deemed final and conclusive. If Owner disputes the accuracy of Recurring Payments based on the above-referenced books and records, Owner shall give written notice of the disputed amount and the basis therefor to AT&T and the parties will negotiate in good faith to resolve any such dispute. If such dispute is not resolved within thirty (30) days following such written notice, then the dispute will be referred to a senior manager of each party. Upon resolution of any dispute under this Section in favor of Owner and as a result AT&T owes amounts to Owner, AT&T shall pay such amounts to Owner within thirty (30) days of such determination. If as a result of any audit it is finally determined that AT&T underpaid Recurring Payments by more than five percent (5%), AT&T will reimburse Owner for Owner's reasonable and demonstrable costs of the audit within thirty (30) days after AT&T's receipt of a copy of the audit results. If, after following all informal processes provided for herein, the parties are unable to reach a resolution of a disputed matter, the dispute resolution process set forth in Section 7.C shall apply.

EXHIBIT C

AT&T SERVICES

The following services are "Services" hereunder and shall be marketed by the Owner in accordance with Exhibit A:

1. **Voice Service.** "Voice Service" means wireline residential local and long distance telephone service, and includes Interconnected VoIP service (as defined in 47 C.F.R. Section 9.3), or any other means of delivering landline voice service to residents. Voice Service also includes primary and secondary lines and all calling features.
2. **Internet Access Service.** "Internet Access Service" means high-speed digital data communication capabilities and interconnectivity with the Internet, including ISP services and transportation of and access to other ISP products, but excluding dial up Internet access services. Internet Access Service excludes U-verse Video Services, regardless of whether Internet protocol television service is classified under Laws as an Internet service.
3. **Video Service.** "Video Service" means multi-channel video services. The technology used by AT&T to provide Video Service under this Contract is U-verse television ("U-verse TV"). U-verse TV is the provision of a video entertainment medium suitable for television, screen, or other projection in a resident's Unit via Internet Protocol over the AT&T Facilities and the Owner Facilities. U-verse TV will be provided pursuant to terms and conditions set forth in each resident's subscriber service agreement with AT&T. Owner agrees not to specifically target DBS satellite subscribers to switch to U-verse TV. Owner agrees not to market or advertise U-verse TV in any way until AT&T has confirmed in writing that U-verse TV is available at the Property, and AT&T has approved the content of such advertising.

EXHIBIT D**OWNER'S OBLIGATIONS****1. Owner Personnel Participation / Program Orientation.**

- A. Program Orientation ("Orientation") - Owner will use commercially reasonable efforts to make its Owner Personnel available for training, which may include, at AT&T's discretion, in-person (on-site at the Property) or online training. The time, place, and duration of any training activities must be mutually agreed upon by the parties; provided, however, that AT&T shall not be responsible for any incidental training costs (e.g., Owner Personnel time, travel costs, meals, etc.). Such orientation shall use the Orientation tools agreed upon by AT&T and Owner, as modified from time-to-time. Owner will use commercially reasonable efforts to present its Owner Personnel for the Orientation within (i) thirty (30) days of the Effective Date if the Property is existing construction or (ii) forty-five (45) days after the estimated construction completion date of the leasing office if the Property is new construction. The Orientation, at a minimum, shall include coverage on (a) AT&T/Owner relationship created hereunder, (b) the Marketed Services, and (c) the Materials (as defined in Section 5.E of the Contract).
- B. Intentionally left blank.
- C. Owner, upon mutual agreement of promotions and sales activity presented, will allow AT&T sales representatives access to conduct sales events at the Property, provided that such sales events may be conducted no more than two times during any calendar year, except where AT&T is introducing U-Verse Services to the Property, in which case AT&T can also conduct an initial sales and promotion introducing U-Verse services.
- D. Owner, through its on-site management, and upon mutual agreement prior to activity, agrees to communicate and disburse information about other AT&T promotional efforts and new service and product introductions that relate to the Marketed Services to new and existing residents, consistent with this Contract and with AT&T assistance.
- E. AT&T reserves the right, upon fifteen (15) days prior notice, to review Owner's performance of its obligations hereunder, including, but not limited to, periodic on-site review and analysis during normal business hours, provided that such performance reviews may be conducted no more than two times during any calendar year.

2. Direct Marketing and Unit Resident Incentives.

- A. Owner shall communicate and disburse information and materials regarding the Marketed Services to prospective residents in accordance with the Orientation.
- B. Owner agrees to initially communicate and disburse information and materials regarding the Marketed Services during the specific events and timeframes set forth below. Owner and AT&T may mutually agree to change the events and timeframes to meet changing market conditions.
 - Prior to/at lease signing
 - At move-in
- C. In order to complete marketing activities in Section 2.B of this Exhibit D or to complete other mutually agreed marketing activities, Owner may send AT&T marketing Materials via email or direct mail to new and current residents. Such marketing Materials will be provided by AT&T and at AT&T expense.
- D. Upon mutual agreement of the parties, Owner will allow AT&T to market and promote the Services via existing property newsletters, email communications, community portal and/or other forms of Owner-to-resident communications media, including a link to AT&T's ordering website through Owner's website.

3. **Marketing Space / Collateral / Property Signage.**

- A. Owner will provide AT&T with mutually agreed upon space in Owner's leasing centers/offices at or near the Property to place AT&T Materials.
- B. Owner will include AT&T Materials related to the Marketed Services in each new resident's welcome package, where Owner provides such welcome packages to its residents.
- C. Owner agrees to list the AT&T online ordering URL address and designated toll-free number on Owner's utility information sheet.

EXHIBIT F**OWNER FACILITIES REQUIREMENTS**

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

- X Within each Unit at the Property (FTTP)
- 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 Facilities Requirements.**

- A. New Construction:** The wiring installed by Owner for AT&T's use within each residential Unit shall be installed in a star configuration from the CWP to each communications outlet. The following are the Owner Facilities requirements within each Unit:
1. One (1) 4-pair CAT 5e cable should be placed between each voice/data jack and the CWP; and
 2. One (1) tri-shield or quad-shield RG6 cable or one (1) 4-pair CAT 5e cable should be placed between each video jack and the CWP.
 3. When AT&T is serving a subscriber in a Unit, AT&T is entitled to use 15"x14" of the total interior area of the space available inside the CWP.
- B. Existing Property:** All telecommunication wiring designated for AT&T's use should be homerun cable and 4-Pair Category 3 or better or tri-shield or quad-shield RG6 or RG11 or better. AT&T's provision of the U-verse class of Services to all or any portion of the Property is subject to AT&T's technical evaluation of the existing Owner Facilities serving the Property, and the technical requirements of the new AT&T Facilities required to enable the U-verse class of Services to serve the Property. If the Owner Facilities do not meet the preceding requirements, then the provisions of Section 6.D(ii) apply.

EXHIBIT G**INSURANCE REQUIREMENTS****A. AT&T shall:**

- 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 minimum limits:

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

3. Commercial General Liability: (2004 ISO Form or its replacement): Insurance must provide broad form contractual liability coverage. The minimum 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 minimum 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 minimum 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" (with the same coverage that would be provided under ISO Form CG 20 26 07 04)
- 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.

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 (or self-insurance, if applicable), 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 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.

- D. AT&T shall have the right to self-insure any of the required insurance under the same terms as required by this Contract.

EXHIBIT H**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("the Assignment") is made as of _____, 20__, by _____ a _____ ("Seller") and _____ ("Buyer").

BACKGROUND

- A. On _____, 20__, Seller and AT&T Services, Inc. ("AT&T") entered into AT&T Connected Communities Marketing Contract Number _____ (the "Contract"). The Contract relates to _____ (the "Property") located at _____. Unless otherwise defined in this Assignment, all capitalized terms used herein have the meaning given to them in the Contract.
- B. Seller entered into a purchase agreement with Buyer, under which Seller will transfer ownership of the Property to Buyer (the "Transaction"). Buyer's ownership of the Property (will be/was) effective as of 11:59 p.m. on the closing date ("Date of Sale") of the Transaction, which (is presently scheduled for/occurred on) _____, 20__. Seller shall remain responsible for all obligations and liabilities under the Contract arising from any breach of or default under the Contract 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 Contract 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 Contract. 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 (the "Buyer Information") must be completed in order to trigger the payment of Payments to Buyer:

3.1 Buyer Contact Information:

Legal Name: _____
 Address: _____

 Attention: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

3.2 Address for Payment Checks to Buyer:

Address: _____
 Attention: _____

3.3 Tax Information for Buyer

Payee Name: _____
 Tax ID Number: _____

3.4 The attached IRS Form W-9 must be completed and executed by Buyer.

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.

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

If this Assignment is executed by Buyer and Seller, but the Buyer information required above is incomplete, this Assignment and the Contract 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:

("Owner")

_____, L.P.,
a _____ limited partnership

Signature _____

Printed/Typed Name _____

Title _____

Date _____

BUYER:

_____, L.P.,
a _____ limited partnership

Signature _____

Typed Name _____

Title _____

Date _____