

COMMUNICATION SERVICES
INSTALLATION AND SERVICE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this ____ day of _____, 20+20 (“Effective Date”), by and between Hotwire Communications, Ltd. a Pennsylvania Limited Partnership, with a principal address of 3 Bala Plaza East, Suite 700, Bala Cynwyd, PA 19004 (hereinafter “Operator”), and North Fork Property Owners’ Association, Inc., a not for profit corporation, with a principal address of ~~401 Maplewood Dr., #23, Jupiter, FL 33458~~c/o Capital Realty Advisors, Inc., 600 Sandtree Dr., Suite #109, Palm Beach Gardens, FL 33403 ~~not sure this is a current valid mailing address~~ (hereinafter “Association”) (collectively “the Parties”). ~~C/O CAPITAL REALTY ADVISORS, INC. 600 SANDTREE DR. SUITE #109 PALM BEACH GARDENS, FL 33403~~

WHEREAS, Operator is in the business of constructing, maintaining and operating communication systems for the delivery of telecommunications and entertainment Services as outlined herein, to Residents of condominiums, town homes, apartments, and single-family residential communities; and

WHEREAS, Association manages the business affairs of the Homeowners’ Association for the benefit of the residents (“Residents”) of the residential development commonly known as North Fork, with an address of 103 N. River Drive West, Jupiter, FL 33458 (the “Property”), including executing agreements for telecommunications services to the Property, which currently contains a total of 132 residences (each a “Residence” or “Unit”), and which is more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference; and

WHEREAS, Operator desires to have, and Association desires to grant to Operator, the right to install, operate, upgrade and maintain on the Property a System (as defined herein), including but not limited to wiring, equipment and communication facilities, for the delivery of multi-channel video, audio, internet, telephone, enhanced home security and other services (as further defined herein and hereinafter referred to as the “Services”), on a bulk and/or retail basis, to the Residents pursuant to this Agreement and the Grant of Easement dated of even date herewith; and

WHEREAS, Association desires to have, and Operator desires to offer, Services to Residents pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereto agree as follows:

- 1. Grant of Rights.** The Association grants to Operator, who does hereby accept it, at Operator’s sole cost and expense, the right to install, operate, inspect, alter, improve, rebuild, disconnect, replace, remove, market and maintain a system consisting of distribution wiring, equipment and communication facilities (“the System”), as further defined below, to provide cable television, high-speed internet, telephone, security systems and other related services as detailed in Section 2 below, to the Property. Association shall not grant any rights or licenses which would prevent Operator from exercising to the fullest extent the rights granted hereunder.

2. **The Services.**

- a. **The Services.** The Services shall include multi-channel video (cable television, including but not limited to digital programming, High Definition programming, and IPTV, however delivered), audio, high speed internet and data programming, telephone service, security and home automation services, and other services as offered by the Operator (the “Services”). The Services shall be subject to the Performance Specifications, which are attached hereto as **Exhibit “D”**.
- b. **The Bulk Services.** Association has elected to have Operator provide certain Services on a bulk basis (“the Bulk Services”) for each and every unit at the Property for a discounted price. These Bulk Services consist of video, internet, and phone and are more fully described in the Bulk Services Addendum, which is attached hereto as **Exhibit “C”**.
- c. **The Retail Services.** In addition to the Bulk Services to be provided by Operator to each and every unit at the Property, Operator shall have the right to market and sell all Services not purchased as a Bulk Service directly to each Resident of the Property (“the Retail Services”). Operator shall bill each Resident individually for any Retail Service(s) purchased. A description of Operator’s Retail Services and the prices for each shall be posted at www.gethotwired.com.

3. **Consideration to Association.** Operator will provide, at Operator’s cost and expense, those Bulk Services set forth in the Bulk Services Addendum.

4. **The System.** The System shall mean all distribution wiring, equipment and communications facilities installed by Operator, as further defined below, which are located on and through the Property, as deemed necessary by Operator to provide the Services pursuant to this Agreement (“The System”).

- a. **System Design.** Before installation of any components of Operator’s System on the Property, Association shall cooperate with Operator and provide necessary information for Operator to develop the design (“System Design”) for the System and Equipment to be installed by Operator at the Property for delivery of Services.
- b. **The Wiring.**

i. **In-Residence Wiring.** ~~All Residents will be provided, at no cost to the Residents or the HOA Association, one (1) new Cat6 wiring for the internet wireless access point and three (3) new Cat5e wirings to each of 3 outlets per home Residence, unless the Resident requests the reuse of the existing copper and coaxial cabling.~~ In Residence Wiring is all copper and coaxial wiring located inside each individual Residence. In-Residence Wiring originates at each terminated jack and extends throughout the Residence to the Demarcation Point as defined below; provided, however, that any multimedia over coaxial equipment shall remain the exclusive property of Operator. Operator shall be granted the non-exclusive license to use the existing In-Residence ~~New and existing~~ Wiring if necessary to provide the Services to the Residents, subject to the Resident Owner’s approval; however, refusal to allow Operator to ~~install the new Cat6 and new Cat5e wiring or~~ utilize In-Residence Wiring to provide the Services shall not relieve the Association of the obligation to pay for the Bulk

Commented [AS1]: Please add standard language for RG59, RG6 etc

Services. Notwithstanding this provision or other provision of this Agreement, Residence Owners and/or Association shall maintain title and ownership of all In-Residence Wiring and outlets. In addition, and notwithstanding the foregoing, Operator will install In-Residence Wiring utilizing one of the two methods detailed below:

- a) For any Residence wired with RG59 coaxial wiring, Operator will install Cat6 wiring to any existing location at which the Resident requests the placement of a wired High Definition Converter Box or High Definition Converter Box with Digital Video Recorder that is being provided as part of the Bulk Services, at no additional cost to the Resident or Association.
- b) For any Residence wired with RG6 coaxial wiring, Operator will install multimedia over coaxial equipment to any existing location at which the Resident requests the placement of a wired High Definition Converter Box or High Definition Converter Box with Digital Video Recorder that is being provided as part of the Bulk Services, at no additional cost to the Resident or Association.

During the installation period, and at no additional cost to the Resident or Association, Operator will install Cat6 wiring to the one location at which the wireless access point provided pursuant to this Agreement will be located. Installation of Cat5e or Cat6 wiring to additional outlets will be \$150 and \$200 per drop, respectively, and will be charged directly to the Resident.

- ii. Demarcation Point. The Demarcation Point is the point at which Operator's Distribution Wiring interconnects with the In-Residence Wiring. Operator shall have exclusive use of the Demarcation Points to provide the Services to the Residents. The Demarcation Point shall be the Optical Network Terminal ("ONT") installed within or outside of each Residence by the Operator. Operator shall be granted the exclusive ownership and use of each ONT to interconnect the Distribution Wiring to the In-Residence Wiring to provide the Services to the Unit Residents. For so long as it provides Retail Services to the Property, Operator is responsible for the maintenance of the ONT.
- iii. Distribution Wiring. Distribution Wiring includes the wiring, hubs, repeaters, amplifiers, termination boxes, and all other equipment necessary to transmit the Services. The Distribution Wiring originates at that certain point where Operator's facilities enter the Property connecting to the Headend Room (as defined herein), and interconnecting throughout the Property in underground vaults and splitter panels to the In-Residence Wiring at the Demarcation Point for each Residence. Association hereby grants to Operator the right to install the Distribution Wiring as necessary to provide the Services. Operator shall have exclusive ownership of, and exclusive access and right to install, operate, inspect, alter, improve, upgrade, rebuild, add to, disconnect, replace, remove, repair, market and maintain (collectively, "use rights"), the Distribution Wiring installed by Operator on the Property. To exercise these

exclusive ownership, access and use rights, Operator shall be granted an easement, attached hereto as **Exhibit “B”**, for all Distribution Wiring and equipment.

- c. Equipment and Locations. Association shall permit Operator to install, assemble and construct all equipment, communication facilities and materials necessary to provide the Services to the Property (the “Equipment”). All Equipment installed at the Property to provide the Services shall be and remain at all times the personal property of Operator. Association hereby authorizes Operator to use such locations on the Property as necessary for the installation of antennas, cabling, Distributed Antennae Systems (DAS), small cells, wiring, fiber optics, transmitters, microwave equipment, computers, routers, switches, battery backup, hubs, concentrators, dishes, and any and all other equipment as required by Operator. Operator shall be given the use of an air-conditioned, climate controlled room on the Property of not less than 150 square feet in size (the “Headend Room”). Operator shall have the free and exclusive use of the Headend Room on the Property and shall have the right to secure such locations. Association shall not have the right of unsupervised access to Operator’s Equipment in the Headend Room, except in the case of emergency, in which case Association shall have the right to use such keys and to access Operator’s Equipment without first notifying Operator and without Operator’s personnel being present; *provided, however*, that Association’s unsupervised access to Operator’s Equipment shall be only for so long and to the extent necessitated by the emergency. Association shall notify Operator of the unsupervised access as soon as possible after gaining said access to Operator’s Equipment under this section.

All construction, permits, and maintenance expenses associated with the operation of Operator’s Equipment in the Headend Room shall be Operator’s responsibility. Operator will commence no construction until all required permits are obtained by Operator.

- d. Installation. Operator shall, at Operator’s expense, acquire and install all the Equipment, Distribution Wiring and communication facilities required to operate the System on the Property. Installation shall be performed in a diligent, safe and professional manner and all materials used by Operator shall be of good and durable quality. A Residence owner shall pay Operator to install any portion of the System if such Residence owner prevents Operator from installing a portion of the System (including but not limited to distribution wiring to the Residence and the ONT) and that portion of the System is not installed as of the System Activation Date, and Operator shall not be in default under this Agreement for such uninstalled portion of the System and any affect it may have on the provision of Services.

If during installation of the System, Operator encounters asbestos containing materials (“ACMs”) or presumed asbestos containing materials (“PACMs”), Operator will immediately stop work in the affected area, report the condition to Association in writing and not resume work in the affected area unless Operator receives written approval from Association and Operator is reasonably satisfied that such ACMs or PACMs are sufficiently removed or remedied. In such event, Operator shall not be liable for any delays or failure to complete installation of the System or arrange for the provision of Services as required under this Agreement, and any such delays shall not be a default of Operator under this Agreement.

- e. Maintenance. Operator shall, at Operator’s own expense, operate, maintain and service the System and keep the same in good working order and repair in accordance with commonly

accepted industry standards and practices.

- f. Applications. Operator will be fully responsible for filling out all applications and agreements for services, if required, at the Property. Operator will be responsible for all fees and charges related thereto.
- g. No Liens. Operator shall keep the Property and every part thereof and all buildings and other improvements located within the Property free and clear of any and all construction and mechanics liens for or arising out of Operator's installation of the System and provision of the Services. Operator shall indemnify and hold Association harmless against all such liens and any proceedings pertaining thereto, including reasonable attorney's fees. Operator shall bond over or discharge any liens within fifteen (15) days of notice of the existence thereof, failing which, Association may satisfy such lien and deduct any and all costs associated therewith from any sums due or which become due to Operator hereunder.

5. Rights of Access and Easement.

- a. Association hereby grants to Operator the exclusive right to install, operate, market and maintain the System on the Property and, in furtherance thereof, hereby grants to Operator the right of access, easement, and right of way, including reasonable rights of ingress and egress, to, over, on, under, and through the Property controlled by the Association and all buildings located thereon, to construct, install, lay, operate, provide, connect, maintain, inspect, repair, replace, upgrade, relocate, remove and disconnect the System and the Equipment. To ensure Operator's easement rights, Association shall sign the Easement Agreement attached hereto as **Exhibit "B"**. Operator may have the Easement Agreement recorded in the applicable local land registry. Association shall file all necessary legal documents to effectuate this Agreement and Operator's express Easement Agreement, including, but not limited to, incorporating this Agreement and the express Easement Agreement in the Declaration of the Association.
- b. Association shall use its best efforts to ensure that any subsequent homeowners' association or other third party to whom the Property may be conveyed approve, adopt and ratify this Agreement, including the express Easement Agreement granted to the Operator and all other exhibits and addenda attached hereto. Association shall file all necessary legal documents to effectuate the assignment of this Agreement and Operator's express Easement Agreement.
- c. Without limiting the generality of Section 5(a) above, Association acknowledges and agrees that Operator shall have the right of access to the Property controlled by the Association for the purpose of exercising the rights granted to Operator under this Agreement and the Easement Agreement.
- d. Title. Association acknowledges and agrees that title in and to the System and all the Equipment and communication facilities installed by the Operator during and after the Term shall at all times remain exclusively with Operator or Operator's successors or assignees, and no portion of the System or the Equipment will be deemed a fixture of the Property, notwithstanding any method of affixation to the Property or the buildings or Residences thereon or any applicable law or doctrine relating to fixtures. Association hereby expressly waives, as against Operator and any lender of Operator, any landlord's lien, right of distraint

or levy, claim, security interests or any other interests which Association may now or hereafter have in or relating to any of the System and Equipment now or hereafter located at the Property, including any of the foregoing which might otherwise arise or exist in Association's favor pursuant to agreement, common law, statute (including the federal Bankruptcy Code) or otherwise. Association shall not interfere with, remove, make alterations or modifications to, attempt to repair, maintain or service the System or any of the Equipment, or allow persons not authorized by Operator to do so. Association shall not create any security interest in the System, or any portion thereof, including without limitation, subjecting the System to any mortgage, deed of trust or lien that encumbers the Property where the System is located. Association hereby grants to Operator exclusive access to, ownership of, and right to use the Distribution Wiring and any and all Equipment and communication facilities installed by Operator during and after the expiration of the Term. However, notwithstanding this provision or other provision of this Agreement, Residence Owners and/or Association shall maintain title and ownership of all In-Residence Wiring and outlets.

- e. Covenants. The rights and obligations under this Agreement shall be binding upon and inuring to the benefit of all future Associations and owners of the Property or any interest in the Property.
- f. Liens and Recordation. To evidence the fact that Operator has been granted an Easement and has retained exclusive ownership of the System and Equipment installed by Operator to the Demarcation Point, Association hereby agrees that Operator may cause this Agreement (or other documentation evidencing the foregoing as executed by Association and Operator), or any statement or other instrument relating to this Agreement showing Operator's ownership of the System and Equipment, including UCC-1 financing statements, to be filed or recorded and re-filed and re-recorded, among the public records in all necessary places in order that any and all third parties shall be on notice of the Easement and the ownership of the System and Equipment. Operator's lenders may file a UCC-1 or any other instrument necessary to perfect a security interest in this Agreement and Operator may assign any of its rights under this Agreement to any of its lenders, provided, however, that no such assignment shall relieve an assigning Party of its obligations under this Agreement. Association agrees to execute and deliver any statement or instrument requested by Operator for such purpose. All costs associated with filing and recording of this Agreement or other forms and documentation shall be paid by Operator.
- g. Association's Support; Access to the System. The Association shall use best efforts to assist the Operator in getting access to all Residences and buildings and common areas of the Property as necessary to install, operate, maintain, audit, connect, and/or disconnect the System, to provide the Services, and to make service and repair calls. Without limiting the generality of the above, Association acknowledges and agrees that Operator shall have free and unrestricted right of access to the Property and the System, including all of Operator's wiring, equipment and communication facilities, for the purpose of exercising the rights granted to Operator in this Agreement and the Easement Agreement. Association, without assuming any liability, shall provide the same security for the System as it provides for the Property in general. Operator shall be given any keys necessary to access its Equipment and communication facilities to provide repairs and service to such Equipment and facilities on

a 24x7x365 basis. Operator shall also be given reasonable parking for the vehicles of Operator's employees and contractors while they are on the property performing work on the System or making service and repair calls.

- h. Upgrades to System. From time to time, the Operator may propose, or Association may request, upgrades to the System for the purpose of providing improved, faster Retail Services as technological developments permit. The Operator shall have the right, in its sole discretion, to make such upgrades at its own cost and expense and to offer any improved, faster Retail Services made possible by such upgrades to Owners on an individual subscription basis.
- i. Association Installed Facilities. Association grants to Operator an easement to access and use all of the following Association installed and/or owned facilities on the Property (together, the "Association Facilities"): (i) conduits and associated wiring and cable from each Unit to intermediary distribution facilities on the Property, (ii) conduits and associated wiring and cable from the intermediary distribution facilities to the Communication Room, (iii) any other conduit and associated wiring and cable in the buildings and on the Property as required for the delivery of Services to the Units, including without limitation conduit and associated wiring and cable systems and between buildings on the Property as applicable. For so long as Operator is providing Bulk Services to the Property, the easement granted in the prior sentence shall be exclusive to Operator, and thereafter shall be non-exclusive to Operator for so long as Operator is providing Retail Services to Residents.

6. Dates of Service.

- a. System Activation Date. The target date for System Activation at the Property is December 31, 2021. ~~?? December 31, 2019~~ Operator shall begin to provide the Services at the Property upon completion of System installation, provided that all necessary approvals, as outlined herein have been granted to Operator by Association and that all Association Obligations as outlined herein have been fulfilled. Operator will provide a letter certifying the completion of the System installation and the System Activation date within thirty (30) days of the completion of the System installation.
- b. Operator shall make three attempts to schedule installation with a Unit using the contact information provided by Association under paragraph 11(e), the final attempt being a letter sent by certified mail. If, after the final attempt, the Unit does not set up a schedule, Operator shall bill, and Association shall pay for Bulk Services for that Unit as if it is receiving services, and the Unit shall be deemed to be installed for purposes of System Activation.
- c. Initial and Yearly Anniversary Dates. The "Initial Anniversary Date" for the Property is twelve (12) months from the first date that Operator receives from the Association payment in full of Operator's invoice for Bulk Services for all Units on the Property. Each subsequent 12-month period from the "Initial Anniversary Date" shall be considered the "Yearly Anniversary Date" of this Agreement.

7. Term.

The Initial Term of this Services Agreement will commence on the Effective Date and will continue for ten (10) years from the Initial Anniversary Date. Upon expiration of the Initial

Term, the Agreement shall automatically renew for additional terms of five (5) years each, with the same terms and conditions. (The Initial Term and the renewal terms are collectively referred to as “the Term”). Either party may opt out of the renewal term by providing at least ninety (90) days’ written notice to the other party prior to the expiration of the then-current term. If no notice is received or if notice is received less than ninety (90) days prior to the date the Bulk Services Addendum is set to expire, then the renewal term shall be deemed to have been approved. Notwithstanding any termination notice or other termination of this Agreement as provided herein, Operator will continue to have the exclusive right to operate its System and the non-exclusive right to provide Retail Services to the Property Agreement for so long as the Operator elects, in its sole discretion, to provide Retail Services at the Property.

8. Termination. This Agreement shall terminate upon the first to occur of the following:

- a. Upon the mutual written consent of the Parties hereto;
- b. At the option of either Party, if the other Party materially breaches any of its obligations under this Agreement, and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party (or, if such default cannot be cured within such time period, should the breaching Party fail to commence to cure such default within said default period and pursue the same to completion with due diligence), and which notice shall describe the material breach(es) in reasonable detail and specify the non-breaching Party’s intention to terminate this Agreement if such breach(es) are not cured.
- c. At the option of the Operator, upon providing Association with at least ninety (90) days advance written notice, in the event that there is a change in law or regulation governing the provision of the Services or a portion thereof that, in the reasonable opinion of Operator, materially impacts the ability of Operator to provide the Services in a commercially reasonable manner, based upon but not limited to Operator’s technical and financial requirements. Notwithstanding the foregoing, Operator may, at its option, elect to cease providing a portion of the Bulk Services in lieu of terminating the Agreement and Association and Operator agree that the Agreement shall be automatically amended to reflect the removal of such service following the ninety (90) day notice period.

9. Insurance. The Operator shall maintain, with an insurance company or companies lawfully authorized to do business in the State where the Property is located such insurance as will protect Operator and Association from claims which may arise out of or result from Operator’s operations under the Agreement and for which the Operator or Association may become legally liable, whether such operation be by the Association, Operator or a subcontractor or anyone directly or indirectly employed by any of them. Prior to the commencement of the System installation, on request, Operator shall furnish the Association with a Certificate of Insurance and all exclusion, limitation or exception endorsements or riders which limit any insurance policy coverage, for the following:

- a. Worker’s Compensation Insurance according to State statutory limits covering all employees or subcontractors of Operator.
- b. Comprehensive General Liability Insurance, including Product and Completed Operations coverage, in the minimum limit amount of not less than \$1,000,000 per occurrence for each

coverage form with the Association listed as an additional insured.

- c. Comprehensive / Commercial Automobile Liability coverage in the minimum limit amount of not less than \$1,000,000 per occurrence with the Association listed as an additional insured.
- d. Contractual Liability Insurance fully covering Operator's obligations arising out of this Agreement, including the "Indemnification" provisions, with the Association listed as an additional insured.
- e. Excess or Umbrella liability policy in the minimum limit amount of not less than \$3,000,000 per occurrence with the Association listed as an additional insured.

The policies issued in "b", "c", "d" and "e" above shall be issued using the most current Insurance Services Office insuring agreements, terms and conditions including the most current additional insured endorsement or broader. The certificates shall be issued in the name of the Association and all insurance shall be on a primary insurance policy of the Operator and apply on a direct basis for all insured parties.

10. Indemnification. Subject to the provisions of Section 13, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party") and Indemnified Party's Affiliates, as well as the owners, partners, directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all disputes, actions, damages, lawsuits, expenses and claims arising out of or in connection with this Agreement, which result in bodily injury to or death of any person, or damage to or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the owners, partners, directors, officers, employees, agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

11. Marketing Rights. Association hereby grants to the Operator the exclusive right to market the Services within the Property for so long as Operator is providing Bulk Services to the Property, and the non-exclusive right to market Retail Services to Residents. The exclusive right granted hereunder includes the right to have reasonable access to the Property to conduct marketing at such times and at such locations as are mutually agreeable between the Association and the Operator. Without limiting the generality of the foregoing, marketing activities shall take place during normal business hours on weekdays and, with Association's prior permission, not to be unreasonably withheld, conditioned or delayed, weekends. Association may, with the Operator's prior consent, not to be unreasonably withheld, conditioned or delayed, advertise or promote the Services in connection with their efforts to market the Property to prospective purchasers.

- a. The Operator shall have the right to advertise and promote the Services to the Residents by distributing promotional materials over the System, and/or by mail. Operator shall have the right at the Property to place any marketing materials, to be pre-approved by Association, not to be unreasonably withheld, conditioned or delayed, concerning any Services provided by Operator. This right includes, with limitation, placing marketing materials in visible common areas or management offices, using available space to conduct open houses with

Association's consent, not to be unreasonably withheld, conditioned or delayed, placing promotional materials in Association/Property publications, and marketing Operator's Services on the Property's website and community television channel(s). Operator shall provide Association with appropriate promotional and informational material regarding the Services for the benefit of new Residents, and Association agrees to use its best efforts provide new Residents with same. Association shall have the right to review and approve all advertising and promotional materials relating to the Services prior to any distribution of such materials; *provided, however*, that approval shall not be unreasonably withheld, conditioned or delayed.

- b. The Operator shall have the right to review and approve all advertising and promotional materials relating to the Property to the extent such advertising and promotional materials refer to the Services; *provided, however*, that approval shall not be unreasonably withheld, conditioned or delayed.
- c. With the Association's permission, the Operator shall have the right to refer to Association (and Association's successors-in-interest and assigns) as representative clients or projects in advertising and promotional materials related to the provision of services similar to the Services provided to the Property. Association shall have the right to review and approve all advertising and promotional materials relating to the Services provided to Association prior to any distribution of such materials; *provided, however*, that approval shall not be unreasonably withheld, conditioned or delayed.
- d. Unless expressly stated in this Agreement, nothing in this Agreement shall be interpreted as granting one party any right or license in the trademarks, service marks, logos, or any other intellectual property owned by the other party, or in any goodwill associated therewith.
- e. Upon the signing of this contract, the Association shall supply the Operator with the contact information for the Residents and provide Operator with the names of future Residents as Residences are sold, including current addresses, email addresses, and phone numbers, which list will be kept confidential and will be used to enter Residents into Operator's customer relationship management database in order to install the Bulk Services, dispatch service calls and document activity on the account. The Association will, upon request, periodically but not more than twice per year, provide the Operator with a current list of Residents at the Property, which list will be kept confidential and may be used only to market the Services.
- f. During the Term of this Agreement, and subject to applicable Laws and Regulations, Association shall not, and will not permit its Management Company, its employees, or its agents (or the employees and agents of its Management Company) to: (i) promote, market, solicit for or sell services that compete with the Services provided by Operator; (ii) take any action (or make any omission), directly or indirectly, that is designed to or has the effect of encouraging Residents to choose another provider's services that compete with the Services provided by Operator; or (iii) install additional equipment or facilities or upgrade existing equipment or facilities to enable other service providers to provide services that compete with Services provided by Operator.

12. Removal of System.

- a. Upon expiration or termination of this Agreement for any reason, Operator shall have a period of six (6) months during which it shall be entitled, but not required, to remove the System. The Operator shall promptly repair any damage to the Property caused by the removal of the System.
- b. Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 12 (a) shall be tolled for as long as Operator is offering Services and/or has the right under applicable law to continue to provide any or all of the Services on a Retail basis to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Operator shall have the exclusive right to continue to own and use the System and Equipment to provide the Services on a non-exclusive basis and shall have non-exclusive access to all In-Residence Wiring and the Property. This Section shall survive the termination of this Agreement.

13. Limitation of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST OPPORTUNITIES, LOSS OF GOODWILL, OR FOR PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, AND EACH PARTY EXPRESSLY WAIVES AS AGAINST THE OTHER, TO THE FULLEST EXTENT OF THE LAW, THE RIGHT TO PURSUE ALL SUCH DAMAGES.

14. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (i) personally delivered; (ii) sent by a nationally recognized overnight delivery service providing a signed receipt; or (iii) sent by certified or registered mail, return receipt requested. All notices personally delivered or sent by a nationally recognized overnight delivery service shall be deemed effective when actually delivered as documented in a delivery receipt. All notices sent by certified or registered mail, return receipt requested, shall be deemed effective five (5) days after having been deposited in the United States mail. All notices shall be sent to the addressee at its address set forth following its name below:

To Operator:

Hotwire Communications, Ltd.
3 Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004
Attention: Kristin Johnson Karp, Chief Executive Officer

With a copy to:

Hotwire Communications, Ltd.
2100 West Cypress Creek Road
Fort Lauderdale, FL 33309
Attention: General Counsel

To Association:

North Fork Property Owners' Association, Inc.
[c/o Capital Realty Advisors, Inc.](#)
[600 Sandtree Dr., Suite #109](#)
[Palm Beach Gardens, FL 33403401-Maplewood-Dr., #23](#)

Jupiter, FL 33458 Not sure if this is a valid address anymore
Attention: President

With a Copy to:

Ross, Earle, Bonan & Ensor, P.A.
789 S. Federal Hwy
Royal Palm Financial Center
Suite 101
Stuart, FL 34994

C/O CAPITAL REALTY ADVISORS, INC.
600 SANDTREE DR.
SUITE #109
PALM BEACH GARDENS, FL 33403

Changed: 11/08/2019

Registered Agent Name & Address

ROSS, EARLE, BONAN & ENSOR, P.A.
789 S. FEDERAL HWY
ROYAL PALM FINANCIAL CENTER
SUITE 101
STUART, FL 3499

15. Representations and Warranties of Association. Association represents and warrants that:

- a. Association has all necessary permissions, authorizations and other corporate or other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Association in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- b. Association is a not for profit corporation, duly organized and in good standing, and authorized to conduct business in the State where the Property is located; and
- c. No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which Association is currently a party conflicts with Association's obligations or Operator's rights under this Agreement, and Association's entry into and performance of this Agreement will not cause any default under any of the foregoing; and
- d. As of the Effective Date, except its current agreement for Bulk Services with Comcast, Association has not entered into any other agreement with any other third person or entity for the installation of a System, or the installation of any type of device or devices which is or are the equivalent of, to, or as Systems, or which perform or performs the same or similar

functions as the System to be installed hereunder. Furthermore, during the term of this Agreement, except in anticipation of termination or non-renewal, as provided for in this Agreement, Association shall not negotiate or have any discussion with any other third party or entity for the purposes of executing any agreement with said third party or entity for the installation of a System, or the installation of any type of device or devices which is or are the equivalent of, to or as Systems, or which perform or performs the same functions as the System to be Installed hereunder by Operator.

16. Representations and Warranties of Operator. Operator represents and warrants that:

- a. Operator has all necessary permissions, permits, authorizations and other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Operator in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- b. Operator is a Pennsylvania limited partnership, duly organized and in good standing, and is, or will be as of the System Activation Date, authorized to conduct business in the State where the Property is located; and
- c. Operator has been granted, or will be granted as of the System Activation Date, by all applicable federal, state and local authorities all applicable governmental approvals for Operator perform and deliver the Services to the Property as contemplated hereby and Operator is in full compliance with and has incurred no default or other violation of any of the provisions of any such approvals or any applicable telecommunications laws, rules, regulations, ordinances and/or agreements with any telecommunications authorities; and
- d. Operator is the sole owner or has a valid lease or license to all of the Equipment; and
- e. No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which Operator is currently a party conflicts with Operator's obligations or Association's rights under this Agreement, and Operator's entry into and performance of this Agreement will not cause any default under any of the foregoing.

17. Assignment.

- a. Binding Effect and Assignment. This Agreement and all exhibits and addenda attached hereto shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Upon assignment, other than to a parent, affiliate or subsidiary, Association may require Operator to supply documentation showing that the Assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Operator under this agreement.
- b. Assignment Association. If Association sells or otherwise conveys its ownership in the Property to any third party (including without limitation a succeeding association or

conversion to a condominium regime), then Association shall cause the purchaser, transferee and/or condominium or homeowners' association acquiring the Property to accept an assignment of all of Association's interest hereunder and assume all of Association's respective obligations and responsibilities under this Agreement, and all attachments and exhibits hereto, as part of such sale or other conveyance.

- c. Operator's Easement rights pursuant to this Agreement and all exhibits and addenda attached hereto, shall be incorporated in their entirety and made a part of any sale or conveyance documents.
18. **Force Majeure.** Neither party shall be liable for failure to perform all or part of this Agreement: by reason of Act of God, war, labor dispute, act of terrorism, civil riot(s) or disturbance(s), actions by third party service providers, non-delivery or inadequate performance by program or equipment suppliers (including but not limited to operation of the equipment within the manufacturer's specifications, inter-manufacturer operability problems and/or issues arising through the use or upgrade of manufacturer-provided software), installation contractors, local exchange carrier(s) or underlying network provider(s), or equipment suppliers, breakdown of networks, facilities, microwave or other electrical or physical signal interference, fire, flood, legal enactment, federal, state or local governmental order, rule or regulation prohibiting, interfering with, or making prohibitively costly Operator's ability to provide the Services, or any other cause beyond their respective reasonable control.
19. **Confidentiality.** This Agreement will remain confidential and shall not be disclosed to third parties, except as required by law. In the event that the Association documents or state law requires disclosure of the Agreement to Association members upon request, Association shall have the right to make such disclosure. In the event that this Agreement is required by law to be filed or turned over to a governmental entity, contractor or other party, Operator shall be given reasonable prior notice of such disclosure and the right to include any accompanying documents necessary to protect the Agreement from becoming a public record or to require a redacted version used that removes non-essential information from the Agreement. This would include, but not be limited to, a cover letter and form indicating the Agreement is a trade secret.
20. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If an arbitrator or court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. The individual signing on behalf of the named party personally warrants and represents that he or she is the duly authorized agent of that party with the authority to execute this Agreement on behalf of the party.
22. **Proprietary Information; Nondisclosure.** During the term of this Agreement and for a period of two (2) years thereafter, each party will retain in confidence, and shall use its best efforts to require its managers, directors, officers, employees, consultants, representatives and agents to retain in confidence, any and all documents and information prominently labeled as "Confidential",

"Proprietary Information" or similarly labeled (the "Proprietary Information"), except in the event that the Association documents or state law requires disclosure of the Agreement to Association members upon request, Association shall have the right to make such disclosure..

Neither party shall disclose the financial terms and conditions of this Agreement to any person or entity other than its employees, agents or representatives on a need-to-know basis, without the prior written consent of the other party unless ordered or required by law or federal, state or local authority; provided, however, that either party may disclose this Agreement for any bona fide business reason, including, without limitation, in connection with the sale, conveyance, financing, leasing or other disposition of the Property or any part thereof.

23. **Subcontractors.** A Party may use a contractor of the Party, including, but not limited to an affiliate of the Party, to perform the Party's obligations under this Agreement, provided that a Party's use of a contractor shall not release a Party from any duty or obligation to fulfill the Party's obligations under this Agreement.

24. **Intellectual Property.**

a. Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

b. Except as stated in section 10 above, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

c. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

25. **Headings.** The headings used in this Agreement are inserted for convenience of reference only and are not intended to limit, expand, be a part of or otherwise affect the construction or meaning of the Principal Document.

26. **Non-exclusive Remedies.** Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity, but no party shall be entitled to more than one recovery for the same damages.
27. **No Waivers.** A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
28. **Dispute Resolution.** The Parties desire to resolve certain disputes, controversies, and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach of the provisions governing confidentiality; or (ii) a suit, action or proceeding to compel either Party to comply with the dispute resolution procedures set forth in this Section, or otherwise seeking injunctive relief, the Parties agree to use the following alternative dispute procedure as their sole recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy, or claim to be resolved in accordance with this dispute resolution procedure. At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any proceeding or lawsuit without the concurrence of both Parties. If the negotiations do not resolve the Dispute within thirty (30) days of their commencement or such negotiations do not commence within ten (10) days of request by the other Party in writing, then either Party shall be free to pursue all rights and remedies available at under this Agreement.
29. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. The proper jurisdiction and venue for any litigation arising out of this Agreement shall be a court of competent jurisdiction in the County where the Property is located, and all parties hereunder waive any and all jurisdictional defenses.
30. **Survival.** Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17, 18, 19, 22, 24, 26, 27, 28, 29, 30, 31, and 34 of this Agreement shall survive the termination of this Agreement.
31. **No Jury Trial.** THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
32. **Exclusivity.** The Parties understand, acknowledge and agree that if, during the Term of this

Agreement and any Renewals hereof, laws or regulations are enacted or promulgated which prohibit Association from granting or Operator from obtaining the exclusive rights under this Agreement, then such rights automatically shall become non-exclusive, but only to the extent and only for so long as is required by such law(s) and regulation(s).

33. **Entire Agreement and Modifications.** This Agreement contains the entire understanding of the parties, who each affirm and represent that the person executing this Agreement has the authority to do so. This Agreement shall supersede all previous conversations, negotiations, and representations, written and oral and may not be modified except in writing, signed by each party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.
34. **Exhibits and Addenda.** The Parties recognize, acknowledge and agree that the exhibits and addenda to this Agreement (“Exhibits”) are an integral part of this Agreement and the understanding of the Parties, and said Exhibits shall be binding upon and enforceable against each Party to the fullest extent of the law.
35. **Enforcement Costs.** In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party may recover from the other party, in addition to other relief, all costs and expenses, including without limitation reasonable legal fees, and court costs, incurred by the prevailing party.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have hereto caused this Communication Services Installation and Service Agreement to be executed as of the Effective Date.

WITNESS/ATTEST:

Signature of Witness

Print Witness Name

ASSOCIATION:

North Fork Property Owners' Association, Inc.

By: _____

Name: _____

Title: _____

Date: _____

WITNESS/ATTEST:

Signature of Witness

Print Witness Name

OPERATOR:

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its General Partner

By: _____

Kristin Johnson Karp

Title: Chief Executive Officer

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Commented [JH2]: PLEASE PROVIDE.

EXHIBIT "B"
TELECOMMUNICATIONS EASEMENT
(ON FOLLOWING PAGE)
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**THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:**

General Counsel
Hotwire Communications, Ltd.
3 Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004

This space reserved for Recorders use only

GRANT OF TELECOMMUNICATIONS EASEMENT

THIS GRANT OF TELECOMMUNICATIONS EASEMENT (the “Easement”) is conveyed this ____ day of _____, 202~~+~~, by North Fork Property Owners’ Association, Inc., a not for profit corporation, authorized to do business in Florida, its successors and assigns (together “Grantor”), whose address is c/o Capital Realty Advisors, Inc., 600 Sandtree Dr., Suite #109, Palm Beach Gardens, FL 33403401 ~~Maplewood Dr., #23, Jupiter, FL 33458~~address??, to **HOTWIRE COMMUNICATIONS, LTD.**, its successors and assigns (together “Grantee”), whose address is 3 Bala Plaza East, Suite 700, Bala Cynwyd, PA 19004.

WHEREAS, Grantor is the owner of that certain real property located in Palm Beach County, Florida commonly known as North Fork, located at 103 N. River Drive West, Jupiter, FL 33458, as more specifically described in **Exhibit “A”** attached hereto (the “Property”); and

WHEREAS, Grantor desires to grant, and Grantee desires to obtain, an easement (the “Easement”) which shall, at all times and in all events, run with the land, in order to provide certain Services to the Property, as defined and in accordance with that certain Communication Services Installation and Service Agreement dated _____ (hereafter “the Agreement”).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of One Dollar (\$1.00) paid by Grantee to Grantor the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Grantor does hereby grant and convey to Grantee, its successors and assigns, the full and uninterrupted right, right of way, privilege, easement and authority to enter upon the Property from time to time, at such times as the Grantee shall deem necessary for the construction, installation, maintenance and operation of telecommunication facilities, such facilities to include, without limitation telephone, television, internet access on, about and within the Property, together with such rights to place, replace, remove, upgrade, repair, improve and maintain the wiring and equipment used or suitable for use as telecommunications, internet, cable television, and other such facilities Grantee deems desirable for providing telephone and cable television services and other telecommunication services in, over, across and under the Property (the “Facilities”). The rights granted, herein, to Grantee specifically, and without limitation, include: (a) the right of Grantee to patrol, inspect, alter, improve, repair, build, rebuild, the Facilities; (b) the right for Grantee to change the quantity and type of the Facilities; (c) the right for Grantee to clear, with advance notice to and approval from the Association, the Easement area of trees, limbs,

undergrowth and other physical objects which, in the opinion of the Grantee, endanger or interfere with the safe and efficient installation, operation and/or maintenance of the Facilities; (d) the reasonable right for the Grantee to enter upon the land of the Grantor adjacent to said Easement area for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonable, necessary or convenient for Grantee's safe and efficient installation, maintenance, operation and use of said Easement for the purposes described herein.

2. Grantor shall retain the right to move parts of Grantee's equipment in the case of an emergency, *provided, however*, Grantor shall have first attempted to notify Grantee of said emergency and Grantee cannot be respond to said emergency within a reasonable time period as determined by the nature of the emergency, and *provided, further*, that Grantor shall reimburse Grantee for any damages to said equipment and shall cooperate with Grantee to ensure that the relocated equipment is operational and fully compliant with all applicable building, electrical and fire codes. Grantee shall not be deemed to be in breach or default of the Agreement or of this Easement if the relocation of Grantee's Equipment by Grantor results in Service or System Disruptions or Outages, as defined in the Agreement.

3. Grantor hereby covenants and agrees that no buildings, facilities, wiring, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement area physically occupied by the Facilities (the "Facilities Area"). If fences are installed, they shall be placed so as to allow ready access to the Facilities. If Grantor's future orderly development of the Property physically conflicts with the location of the Facilities or encroaches upon the Facilities Area, Grantee shall, within ninety (90) days after receipt of written request from Grantor, relocate the Facilities to another mutually agreed upon area on the Property, *provided, however*, that prior to the relocation of the Facilities (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee, at no cost, an acceptable and recordable easement to cover the relocated Facilities.

4. Grantor shall not interfere with the Facilities or knowingly permit any third party to interfere with the Facilities. Grantor hereby agrees to indemnify, defend and hold harmless Grantee, its agents, successors and assigns, from and against any and all claims, suits, demands, damages, losses, costs, or expenses, including without limitation, reasonable attorney's fees, of any nature arising out of or resulting from, directly or indirectly, any interference with the Facilities by Grantor or Grantor's agents, contractors or employees.

5. Grantor hereby warrants and covenants that: (a) Grantor is the legal owner of the Property in fee simple; (b) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and (c) Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement free from interruption.

6. This Easement is given solely in connection with the delivery of Services to the Property as set forth in the Agreement. This Easement is and shall be exclusive as to Grantee for the provision of Bulk Telecommunications Service(s) to the Property for a period of ten (10) years or for so long as Grantee is and remains the provider of any Bulk Telecommunications Service(s) at the Property, including any renewal bulk terms, whichever is longer. Grantee shall have the right to continue using and exercising to the fullest extent of the law all the rights and privileges granted in this Easement and the Facilities and Facilities Area to provide the Service(s) to the Property, on a non-exclusive basis, regardless of the expiration or termination of the Communication Services Installation and Service Agreement and/or Bulk Services Addendum and/or Bulk Services Agreement. The rights and privileges granted to Grantee by Grantor

pursuant to this Easement shall remain in effect for so long as Grantee continues to provide any Service(s) to the Property.

7. A failure or delay of Grantee to enforce any provisions of this Easement, or any right or remedy available under this Easement or at law or in equity, or to require performance of any of the provisions of this Easement, or to exercise any option which is provided under this Easement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

8. Any notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

To GRANTEE:

Hotwire Communications, Ltd.
3 Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004
Attention: Kristin Johnson Karp, Chief Executive Officer

With a copy to:

Hotwire Communications, Ltd.
2100 West Cypress Creek Road
Fort Lauderdale, FL 33309
Attention: General Counsel

To GRANTOR:

North Fork Property Owners' Association, Inc.
c/o Capital Realty Advisors, Inc.
600 Sandtree Dr., Suite #109
Palm Beach Gardens, FL 33403~~401 Maplewood Dr., #23~~

Jupiter, FL 33458 ~~??address???~~

Attention: President

With a Copy to:

Ross, Earle, Bonan & Ensor, P.A.
789 S. Federal Hwy
Royal Palm Financial Center
Suite 101
Stuart, FL 34994

C/O CAPITAL REALTY ADVISORS, INC.
600 SANDTREE DR.
SUITE #109
PALM BEACH GARDENS, FL 33403

Changed: 11/08/2019

Registered Agent Name & Address

ROSS, EARLE, BONAN & ENSOR, P.A.

789 S. FEDERAL HWY

ROYAL PALM FINANCIAL CENTER

SUITE 101

STUART, FL 3499

9. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors, heirs and assigns that nothing in this Easement, expressed or implied, shall confer upon any person, other than the parties and their successors, heirs and assigns, any rights or remedies under or by reason of this Easement.

10. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11. Any mortgage or deed of trust affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Easement, except to the extent expressly provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Easement.

12. The Easement shall be recorded in the Official Records of Palm Beach County, Florida.

13. The covenants, terms, provisions and conditions contained herein shall inure and extend to, and be obligatory upon, the successors, lessees and assigns of the respective Parties to the Agreement. The covenants, terms, provisions, conditions, rights and obligations of this Easement shall be covenants running with the land, and the parties hereto agree for themselves and their successors, heirs, lessees and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity, the said covenants, terms, provisions, conditions, rights and obligations of this Easement shall be incorporated into any such deed of conveyance by reference to this Easement and the recording hereof as fully as if the same were contained therein.

14. This Easement shall be interpreted and enforced in accordance with the laws of the State where the Property is located.

15. This Easement constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.

16. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstance, be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstance, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Easement and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

17. If more than one person or entity is the owner of any Property subject to this Easement, then the liability of such persons or entities for compliance with and performance under this Easement with respect to such Property shall be joint and several.

18. Grantee shall repair all damage to the Property caused by Grantee's installation and maintenance activity and Grantee shall return the Property to its original condition prior to any such work at Grantee's sole cost and expense.

19. This Easement may be executed simultaneously in multiple counterparts, each of which, taken together, shall be deemed an original.

[Signatures appear on the following page.]

WITNESS/ATTEST:

Signature of Witness

Print Witness Name

Signature of Witness

Print Witness Name

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me ~~this ____ day of _____, 201__~~
by means of physical presence or online notarization this ____ day of _____, 202__ by

Kristin Johnson Karp the Chief Executive Officer

Hotwire Communications, LLC, the General Partner of
of Hotwire Communications, Ltd. on behalf of said entity. She is

(personally known to me) or (has presented _____
as identification and did/did not take an oath.) *(type of identification)*

Witness my hand and official seal. _____
Notary Signature

“GRANTEE”:

Hotwire Communications, Ltd.
By: Hotwire Communications, LLC, its General
Partner

By: _____
Kristin Johnson Karp, Chief Executive Officer

Date: _____

EXHIBIT A TO GRANT OF TELECOMMUNICATIONS EASEMENT

LEGAL DESCRIPTION OF PROPERTY

Commented [JH3]: PLEASE PROVIDE.

EXHIBIT “C”

Bulk Services Addendum

THIS BULK SERVICES ADDENDUM (this “Addendum”) is made this ____ day of _____, 202_, by and between Hotwire Communications, Ltd., a Pennsylvania Limited Liability Company, with a principal address of 3 Bala Plaza East, Suite 700, Bala Cynwyd, PA 19004 (hereinafter “Operator”), and North Fork Property Owners’ Association, Inc., a not for profit corporation, with a principal address of c/o Capital Realty Advisors, Inc., 600 Sandtree Dr., Suite #109, Palm Beach Gardens, FL 33403~~401 Maplewood Dr., #23, Jupiter, FL 33458~~ address??? (hereinafter “Association”) (collectively “the Parties”).

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WHEREAS, Association and Operator have entered into the Communication Services Installation and Service Agreement (the “Agreement”) to which this Addendum is attached, which grants Operator certain rights, on the terms and conditions contained in the Agreement, to install, operate, upgrade and maintain a System on the Property to deliver certain bulk and retail services to Residents on the Property; and

WHEREAS, Association and Operator intend that this Addendum, which shall exist as an exhibit to the Agreement and independent thereof as a separately executed and binding agreement between the Parties, sets forth a description of the bulk services (the “Bulk Services”) offered by Operator, as well as the terms and conditions pursuant to which those Bulk Services will be provided;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. **Bulk Services to be Provided by Operator**. Association shall purchase for, and Operator shall provide to, all Units located at the Property a bulk telecommunications service consisting of the bulk services (hereinafter “the Bulk Services”) as follows:
 - a) **High Speed Internet Service**. Internet service will be provided at speeds of 200 Mbps download and 50 Mbps upload as outlined more specifically in **Exhibit “D”** to the Agreement. Operator will provide one WAP per Unit. Additional wireless mesh access points will be made available for purchase as Retail Services (published at <https://gethotwired.com/retailrates>), unless otherwise specified in this Addendum.
 - b) **Bulk Video Service**.
 - i) **Broadcast Channels**. For the term of the Bulk Services Addendum, Operator agrees to provide the available local broadcast channels for the Property’s Designated Marketing Area (“Broadcast Tier”), as part of the bulk video package to the Property. In the event that there is no Bulk Video Package and after the term of the Bulk Services Addendum, Operator will provide, for a term that may be ended at Operator’s sole discretion with thirty (30) days’ notice, the Broadcast Tier to the Property on a bulk basis for a fee of One Dollar (\$1.00) per month. Additionally, Operator may, with thirty (30) days’ notice, convert the delivery of the Broadcast Tier to a Master Antenna distribution system, provide the Property with an option to purchase the antenna, and provide the Broadcast Tier at no charge to the Property. At all times, this Section shall be governed by Section 1(b)(iii) *Channel Changes* of the Bulk Services at all

times.

- ii) Operator will provide the bulk video Digital Access channel lineup with HBO programming and HD Service (the “Bulk Video Services”), which shall be delivered using Operator’s Fision® system and requires a set top box. The Bulk Video Service will include, per Unit, two (2) High Definition digital set top converter boxes with remotes, one (1) High Definition converter box with a Digital Video Recorder (“DVR”) with Multiroom Service, and three (3) voice recognition devices. Additional High Definition converter boxes and High Definition converter boxes with Digital Video Recorders (DVR) shall be available for rent by Unit Owners. The current lineup and additional lineups available for purchase may be found at gethotwired.com/lineupwpb. These packages shall be the same package sold on a retail basis to Operator’s non bulk customers. Residents shall have the option to purchase additional video packages, which will include premium channels, directly from Operator for additional fees.
- iii) Channel Changes. The Association understands, acknowledges and agrees that the Operator does not control the specific availability, content and quality of individual television channels that make up the bulk video channel lineup. Operator has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Operator may, in its discretion, add, delete, modify or replace individual channels with alternate channels without liability to Association or anyone claiming through Association. Operator shall not be liable for failure to deliver any programming which is caused by the failure or unreasonable demands of the programmer to deliver or make such programming available to Operator or any other reason beyond the reasonable control of Operator. Any increases in programming or copyright costs shall not be included in the rates above and may be passed on at any time when Operator’s costs are increased.
- iv) Association acknowledges that video services are provided by third party programming and content sources. All Services are subject and subordinate to the terms of any and all underlying rights and agreements with underlying third party providers including, without limitation, all restrictions, requirements, rules and regulations relating thereto.
- v) Operator will provide, at no additional charge, Operator’s “community app.” Specifications on the functionality and features for the community app are detailed under the “Interactive” column within **Exhibit “E”**. This community app shall be updated by Association personnel and will at all times have the ability to display textual information such as meeting times or any other information specific to the Property at the Association’s discretion. Operator will provide to the Association staff (such staff to be selected by the Association in its discretion), two hours of free training with respect to the use and operation of such channel (including, without limitation, the software with respect thereto), thereafter training shall be at the rate of \$50 per hour. Operator shall provide the necessary equipment for the Association’s use. Association shall be responsible for all content on the community channel and shall indemnify Operator for any and all claims related to such content. Additional functionality and features for the community app that Association may purchase are detailed under the “Interactive Premium” column within **Exhibit “E”**. If Association elects to upgrade to the Interactive Premium functionality and features, such upgrade will be addressed in a separate service order and shall be coterminous with the Term of this Agreement.

2. Payment for Bulk Service.

- i. The Bulk Fee. Operator will provide complimentary Bulk Services for the first month following the System Activation Date, and Association shall be only responsible for all applicable local, state, federal and regulatory taxes, governmental fees, and surcharges. Beginning on the February 1, 2021~~0~~, Association shall pay to Operator \$89.99 per Unit per month, plus all applicable local, state, federal and regulatory taxes, governmental fees, and surcharges (the “Bulk Fee”), for each and every Unit at the Property. It is the intent and understanding of the Parties hereto that the fee for the Bulk Services shall be included as part of whatever periodic fees may be charged by Association to the Residents for such common services as maintenance, management, insurance, and the like. On February 1, 2021~~4~~, and on each and every February 1 thereafter during the Term, including all applicable renewal periods, the Bulk Services pricing shall be adjusted annually by an amount equal to four percent (4%) ~~must cap VCS fee at 4%~~ of the previous year’s rate; provided, however, that at no time during the Term of this Addendum or any renewal thereof shall the annual price increase be less than the Consumer Price Index of the preceding year, as now published by the U.S. Bureau of Labor Statistics under the caption: “United States City Average for Urban Wage Earners and Clerical Workers All Items,” or any revision or equivalent thereof hereafter published by that Bureau; ~~and further provided that the video content surcharge shall be capped at four percent (4%)~~. Regardless, however, of whether Association includes a charge for the Bulk Services in whatever periodic fee it may charge to the Residents, and regardless of whether any individual Resident pays or does not pay such periodic fee when due, Association shall be obligated to pay the full amount of the Bulk Service Fee to the Operator each month for so long as Operator is providing Bulk Services under this Addendum. Taxes, franchise fees, or other governmental fees, or other fees and surcharges, shall not be deemed to be included in the aggregate service fee or limited by the foregoing provision, and such costs, taxes, fees and surcharges may be passed on to Association.
- ii. The Association shall remit payment in full in advance to Operator by ACH direct debit transfer from Association’s bank account to Operator’s account on or before the 1st day of each month for the Bulk Services to be provided during that month. If payment for the Bulk Services is not received by the 15th day of the month, Association shall pay a penalty of 1.5% per month for every month on which any unpaid balance remains. Operator may, with respect to late payment for Bulk Services, suspend the provision of Bulk Services until such time as the payment default is cured, and charge reasonable disconnect and reconnect fees.
- iii. In order to induce Operator to make the capital investment necessary to provide the Bulk Services to be provided hereunder during the Term, the Association hereby agrees that:
- a. Operator will be the Association’s sole supplier of telecommunications service and information services (specifically including the Bulk Services) to the Property during the Term; and
 - b. Association will not, during the Term, provide any marketing support or assistance to any competing provider of Bulk or Retail Services; and
 - c. Association grants to Operator a right of first refusal to provide to the Association

Commented [AS4]: VCS is capped at 4%

Commented [JH5]: 12/4 – Revised.

and the Residents any Bulk Services subsequent to the completion of the original Term or any renewal term set forth herein. If, after expiration of the Term or any renewal term, Association, its successors or assigns, requests proposals from any third party for the Bulk Services contemplated in this Addendum, Operator shall be given sixty (60) days written notice of each response by a third party to said requests (the "Association Notice"). Such Association Notice shall provide the terms and conditions of the proposed third party agreement for provision of Bulk Services to the Property. Association will not enter into any third party agreement for the Bulk Services contemplated in this Addendum until Operator has provided Association notice of Operator's election to exercise its right of first refusal with respect to that third party's response, such exercise to be within sixty (60) days of receipt of the Association Notice (the "Exercise Period"). If Operator does not elect to exercise its right of first refusal within the Exercise Period, the right will expire unexercised and Association may enter into an agreement with that third party on the same terms and conditions as set forth in the Association Notice, provided, however, if Association fails to enter into the third party agreement on the same terms and conditions as in the Association Notice within sixty (60) days after expiration of the Exercise Period, Operator's right of first refusal shall be reinstated as to that third party and the procedures set forth above will be followed with respect to any different terms and conditions for the third party agreement.

- iv. Exclusivity. The Parties understand, acknowledge and agree that if, during the Term of this Agreement and any Renewals hereof, laws or regulations are enacted or promulgated which prohibit Association from granting or Operator from obtaining the exclusive rights under this Agreement, then such rights automatically shall become non-exclusive, but only to the extent and only for so long as is required by such law(s) and regulation(s).

3. Consideration to Association.

- a. Operator will provide two (2) phone Voice lines (+one (1) phone line for each of the two entrance security gates Wi-Fi "hotspots" in the following common, non-commercial areas of at the Property):

1. Pool

~~The consideration listed in this section is contingent upon Association delivering power to each Wi-Fi "hotspot." The Wi-Fi "hotspots" shall be available for use by Operator's Bulk and Retail data subscribers at 100 Mbps and for guests and non-subscribers at 5 Mbps, and shall be in Operator's name. The consideration listed in this Section is contingent upon Association delivering power to each location. power requirement for the 2 comp phone lines??~~

Commented [AS6]: 2 Phone lines for 2 gates were approved since no TV and Internet

- b. Operator will provide Wi-Fi "hotspots" in the following common, non-commercial areas of the Property:

1. Pool

The consideration listed in this section is contingent upon Association delivering power to

Commented [JH7]: 12/4 - Revised.

each Wi-Fi “hotspot.” The Wi-Fi “hotspots” shall be available for use by Operator’s Bulk and Retail data subscribers at 100 Mbps and for guests and non-subscribers at 5 Mbps, and shall be in Operator’s name.

c. Residents may opt-in to one year of free voice service for the first year of the Agreement, as described below, such service to be at the sole expense of the Resident(s) opting in for same. Residents opting to receive the one year of free services shall be responsible for all taxes, fees and surcharges applicable to voice services. Free Voice service shall include:

1. A single phone number for each Unit at the Property.
2. The following features shall be activated for each phone number:
 - i. Call waiting
 - ii. Caller ID
 - iii. Three way calling
 - iv. Call Forwarding
 - v. Other features that are added from time to time by Operator.
3. The following calling package shall be available to each phone number:
 - i. Unlimited in-bound calling
 - ii. Unlimited outbound metropolitan area calling within the Property’s LATA.
 - iii. Unlimited Residential Long Distance Calling Package. Residential Calling Package is intended for residential consumer use for voice termination of calls within the contiguous United States and Canada. Use in excess of 2,000 minutes per month shall be considered commercial use and billed at Operator’s then current commercial rates per minute.

The Resident shall pay all usage charges for all other types of usage charges, including, but not limited to toll calls, operator assisted calls, directory assistance calls, and international calling.

After the first year, Residents will be charged \$14.99 per Unit per month plus taxes, fees and surcharges during the second year, and \$24.99 per Unit per month plus taxes, fees and surcharges thereafter.

d. Operator will provide complimentary Bulk Services for the first month following the System Activation Date, and Association shall be only responsible for all applicable local, state, federal and regulatory taxes, governmental fees, and surcharges.

e. Operator will provide commercial phone lines to the Association at discounted rates, which shall be addressed in a separate service order. Long distance for all international calls, toll calls, all taxes, fees, and surcharges will be billed directly to the Association.

f. Operator will pay Association a one-time door fee of two hundred dollars (\$200.00) per Unit, for a total of twenty-six thousand four hundred dollars (\$26,400.00), which shall be paid as follows: Fifty percent (50%) shall be payable within sixty (60) of full execution of this Agreement and receipt of Association’s W-9; the remaining fifty percent (50%) shall be

payable within thirty (30) days the Association ratifies the Agreement.

4. **Term.** The Term of this Addendum shall be concurrent with the Term of the Agreement.

5. **Suspension of Bulk Services.**

5.1. By Association. Association may request that Operator disconnect and suspend Bulk Services to up to ten (10) Units on the Property at any one time for Units for which Association has provided to Operator reasonable documentation that each Unit is in foreclosure or delinquent on payment of assessments to the Association, such disconnection and suspension to be without liability to Operator and without reduction in the Bulk Fee for a disconnected Unit during the period of disconnection and suspension. Disconnection is at no charge to the Association. Operator may charge Association a reconnection fee of Fifty Dollars (\$50.00) for each Unit that has been disconnected at the request of Association. With respect to any disconnection and suspension request by Association under this Section, Association shall comply with the following:

i. Association will notify the Unit owners of the pending disconnection and suspension of Bulk Services in writing at least 10 days in advance of the scheduled suspension of the services (or such other notice period required by law), and will provide a copy of such notice to Operator.

ii. Association will provide Operator with a list of the Units whose owners failed to respond to the Association notice prior to any suspension of Bulk Services, and Association will identify which Units are to have Bulk Services suspended.

iii. Bulk Service will resume for a suspended Unit at such time as Association notifies Operator that suspended services may be reconnected and payment by Association to Operator of the reconnection fee.

iv. Association shall indemnify, defend, protect and hold Operator, and its officers, directors, customers, shareholders, attorneys, affiliates, employees, representatives and agents, harmless from any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements, whether by judgment or settlement, (including without limitation reasonable legal fees) (collectively, "Claims") arising out of, relating to or resulting from suspension of Bulk Services in response to the Association's request.

v. Operator is not obligated to suspend Bulk Services upon Association request, and may determine not to suspend Bulk Services under some circumstances, including, without limitation, in the event that such suspension of service will affect delivery of other subscription services provided to that Unit.

5.2 By Operator. Operator may disconnect and suspend Bulk Services to any Unit on the Property at any time the owner of that Unit (or the Resident of that Unit, if not owner occupied) fails to pay Operator for Retail Services subscribed to by the Resident of that Unit, such disconnection and suspension to be without liability to Association and without reduction in the Bulk Fee for a disconnected Unit during the period of disconnection and suspension. Disconnection and reconnection is at no charge to the Association. With respect to any disconnection or suspension by Operator under this Section, Operator shall comply with the following:

i. Operator will notify the Unit owners of the pending disconnection and suspension of Bulk Services in writing at least 10 days in advance of the scheduled suspension of the services (or such other notice period required by law).

ii. Bulk Service will resume for a suspended Unit at such time as Operator has been paid the amounts due and owing for Retail Services provided by Operator to that Unit and payment by the Resident or Unit owner of Operator's reasonable and then-current reconnection fee.

iii. Operator shall indemnify, defend, protect and hold Association, and its officers, directors, shareholders, attorneys, affiliates, employees, representatives and agents, harmless from any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements, whether by judgment or settlement, (including without limitation reasonable legal fees) (collectively, "Claims") arising out of, relating to or resulting from Operator's suspension of Bulk Services under this Section.

iv. Operator is not obligated to suspend Bulk Services under this Section, and may determine not to suspend Bulk Services under some circumstances.

6. **Entire Addendum and Modifications.** This Addendum contains the entire understanding of the parties, who each affirm and represent that the person executing this Addendum has the authority to do so. This Addendum shall supersede all previous conversations, negotiations, and representations, written and oral and may not be modified except in writing, signed by each party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Addendum shall be binding unless executed in writing by both Parties.

IN WITNESS WHEREOF, the Parties have hereto caused this Bulk Services Addendum to be executed as of the Effective Date.

ASSOCIATION: North Fork Property Owners' Association, Inc.

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR: Hotwire Communications, Ltd.:

By: Hotwire Communications, LLC, its General Partner

By: _____
Kristin Johnson, Chief Executive Officer

Date: _____

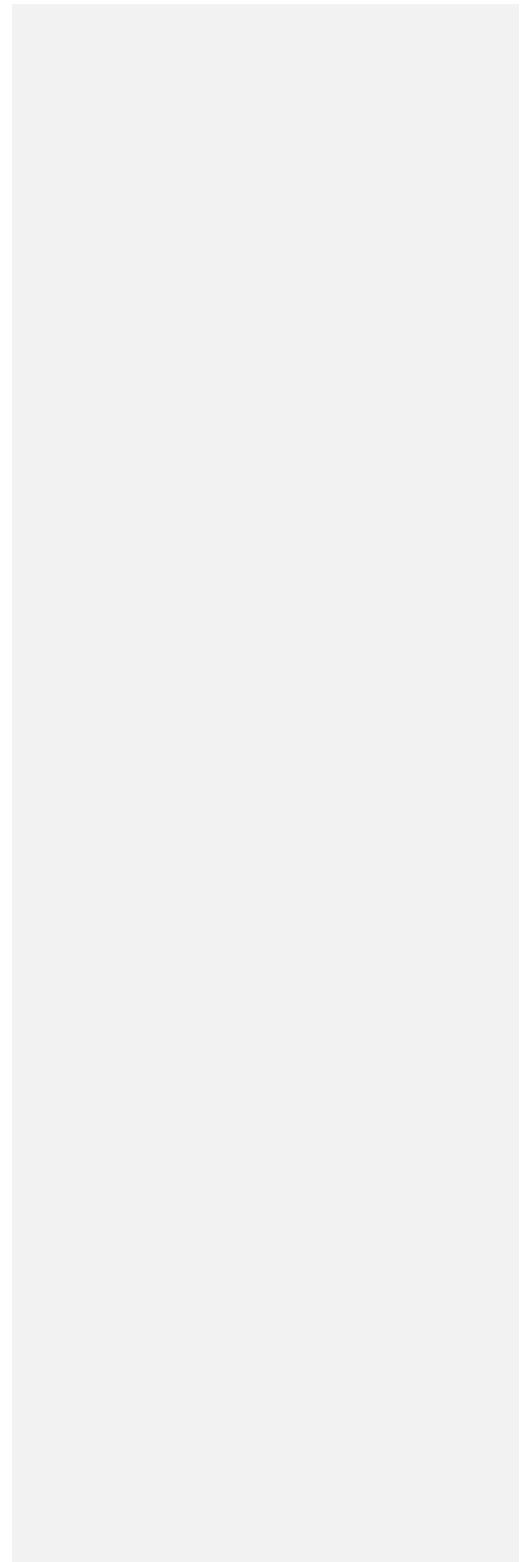


EXHIBIT “D”

Customer Service Level and Performance Standards

The Operator’s Video Services, Internet Services and Telephone Services, including both Bulk Services and Retail Services, will comply with the following Customer Service Level and Performance Standards (the “Standards”). Initially capitalized terms used in this Exhibit have the meanings ascribed to those terms in the Installation Agreement. Any credits set forth herein must be requested by the Association within thirty (30) days of the event upon which the credit is based. In no event shall the aggregate of any credits issued hereunder for a particular calendar month exceed the amount of the Bulk Service Fee otherwise owing to the Operator for the month in which the credits are issued.

1. Service Availability.

Service Availability is calculated separately for the Video Services, the Data Services and the Telephone Services, and any Additional Services.

For each of the Services, “Service Availability” is calculated by dividing the difference of total number of seconds in each calendar quarter less the total number of seconds an Outage is uncured for a Service at the Property by the total number of seconds in each calendar quarter and multiplying by 100.

Operator’s Data Service and Telephone Service will achieve at least 99.5% Service Availability each month.

Operator’s Video Service will achieve at least 97% monthly, 98% quarterly and 99% Service Availability annually.

Calculation of Service Availability under this Section does not include time during which any of the Services is not available due to a Force Majeure event (as defined in the Installation Agreement), or regularly scheduled or scheduled *ad hoc* maintenance activities, provided that Operator has used its commercially reasonable efforts to notify the Association of the maintenance window at least 24 hours prior to the Service(s) becoming unavailable, and no scheduled maintenance window may exceed 8 hours per month without the Association’s prior consent. All scheduled maintenance work will be performed during off-peak hours (*i.e.*, between midnight and 6 a.m. Eastern Standard Time, when maintenance activities will affect the fewest number of individual users). Operator’s obligation to provide the Association with advance notice of maintenance activities is waived to the extent that the maintenance work is required to respond to an emergency or otherwise to prevent an Outage (as defined herein), in which case Operator will notify the Association of the nature of the emergency, the nature of the maintenance activity undertaken, and its result as soon as practicably possible thereafter. The Operator will work with the Association or its designated representative to ensure that any service interruption is minimized.

2. Timely Response to and Cure of Trouble Reports.

A “Trouble Report” is any Service-related report, whether written or oral, made by the Association (or its on-site Manager) or a Resident relating to any of the Services, for which a trouble ticket is opened, provided that: (a) Operator will open a trouble ticket for each Service-related report received by Operator’s Customer Service Center (as defined herein); and (b) any report of a Service-related issue that is caused by Association error, a defect in Association-owned equipment, a Resident error, a defect in Resident-owned equipment, or a Force Majeure event is not considered a Trouble Report. Trouble Reports must be placed in a manner consistent with Operator’s Customer Service procedures, which consist of calling Operator’s Customer Call

Center at 800-355-5668 (or successor number) or via email at cs@hotwiremail.com.

A “Minor Service Problem” is the same Service-related problem affecting: (a) 10 or fewer individual Residences or (b) Services provided to Common Areas of the Property.

A “Major Service Problem” is the same Service-related problem affecting more than 10 but fewer than 75% of the individual Residences.

An “Outage” is a Service-related problem affecting at least 75% of the Residences at the Property.

Operator will respond to any Trouble Report relating to a **Minor Service Problem** by 7 p.m. Eastern Standard Time on the calendar day (excluding Weekends and Holidays) following the day on which the Trouble Report is received. The Operator will cure the issue(s) identified in the Trouble Report no later than 7 p.m. Eastern Standard Time on the second calendar day (excluding Weekends and Holidays) after the day on which the Trouble Report is received, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Operator will respond to any Trouble Report relating to a **Major Service Problem** within 4 hours after initial receipt of the Trouble Report. The Operator will cure the issue(s) identified in the Trouble Report within 24 hours after initial receipt of the Trouble Report, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Operator will respond to any Trouble Report relating to an **Outage** within 2 hours after initial receipt of the Trouble Report. The Operator will cure the issue(s) identified in the Trouble Report within 12 hours after initial receipt of the Trouble Report, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Any Trouble Report relating to a Minor Service Problem or a Major Service Problem that is received after 5:00 pm will be considered as being received at 8:00 AM on the following day. A Trouble Report relating to an Outage is considered as being received at the time it is actually received.

A Trouble Report is timely cured (“Timely Cured”) if it is cured within the applicable timeframe as set forth above for Minor Service Problems, Major Service Problems and Outages.

“Trouble Reports Timely Cured” is calculated by dividing (a) the total number of Trouble Reports relating to Minor Service Problems and Major Service Problems within a calendar quarter that are cured by the Operator within the deadlines set forth above by (Trouble Reports for which a Resident requests a date beyond the applicable deadline will be considered cured within the Deadline) (b) the total number of Trouble Reports relating to Minor Service Problems and Major Service Problems received by the Operator during the calendar quarter and (c) multiplying by 100.

If there are at least one-hundred trouble ticket each month, the Operator will achieve at least 90% Trouble Reports Timely Cured during each calendar quarter.

As the remedy for failure to meet the Trouble Report requirements, Association will receive a Service Credit based on the percent each calendar quarter that Operator fails to meet the 90% Trouble Reports Timely Cured level described immediately above. For each percentage point below the 90% Trouble Reports Timely Cured, Association will receive a Service Credit in an amount equal to the same number of

percentage points multiplied by the monthly Bulk Service Fee. By way of example, if Operator has an 87% Trouble Reports Timely Cured for a quarter, then Association will receive a Service Credit in an amount equal to 3% multiplied by the applicable quarterly Bulk Service Fee.

A Service Problem or Outage caused by Force Majeure conditions outside of the Operator control or by Association or Resident error or by a defect in Association-owned or Resident-owned equipment will not be counted in the calculation of Trouble Reports or Outages for purposes of this SLA or for Service Credit consideration.

3. Outage Credits.

In addition to other remedies available to the Association under the Installation Agreement, the Association will receive an outage credit (“Outage Credit”) applied to Association’s Bulk Service account based on Operator’s failure to Timely Cure Outages as specified in Section 2. Outage Credits are applied to the then-current Bulk Service Fee charged to the Association for the affected Service for any month as set forth in the applicable Bulk Services Addendum or Agreement, and are prorated, based on a 30-day month, depending upon the length of the Outage, measured from Operator’s receipt of the Trouble Report reporting the Outage. For example, if the Monthly Bulk Services Fee for Bulk Video Services is \$39.99 per unit, or \$9,997.50 for 250 units, a one-day Service Credit would be \$9,997.50/30 or \$333.25.

<u>Length of Outage</u>	<u>Amount of Outage Credit</u>
Less than 12 hours	None
13 to 24 hours	One (1) Day
24 to 48 hours	Three (3) Days
Over 48 hours	Seven (7) Days

Multiple Outage Credits are available in the event multiple Outages occur within the same calendar month. However, the Association will receive no more than one Outage Credit for any forty-eight (48) hour period beginning with the Operator’s receipt of the relevant Trouble Report, even if more than one Outage occurs during that period. The maximum Outage Credit to be granted for all Outages during any month is limited to the amount of the Bulk Service Fee otherwise owing to the Operator for the Services suffering the outage for the month in which the Outage Credit is awarded.

4. Customer Service Orders.

A “Service Order” is an order received by the Operator from a Resident at the Property for new Services or to make a change in existing Services.

The Operator will contact a Resident to schedule a Service Order appointment within 24 hours after receipt of a Service Order, and will complete all work associated with a Service Order install or change within 48 hours after the date and time the Resident was contacted to schedule an appointment time (the “Service Order Commitment Date”), unless the Resident requests a date beyond the applicable deadline. The deadlines set forth above exclude Weekends and Holidays.

“Holiday” means New Year’s Day, Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Martin Luther King Day, President’s Day, Good Friday, Yom Kippur and Veteran’s Day.

“Compliance with Customer Service Order Commitment Date” is calculated by dividing (a) the total number of Service Orders completed within the deadlines set forth above by (b) the total number of Customer Service Orders received during each calendar quarter and (c) multiplying by 100.

If there are at least one-hundred Service Orders each month in a quarter, the Operator will achieve at least 90% Compliance with Customer Service Order Commitment Date during each calendar quarter (excluding those Service Orders for which a Resident requests a date beyond the applicable deadline).

Without limiting the generality of the foregoing, however, Operator shall, at all times during the Term of the Installation Agreement, (i) meet and comply with the "customer service standards" contained in the regulations of the FCC set forth in 47 C.F.R. § 76.309 (as such term is used therein), as amended and/or restated from time to time, and the customer service standards and provisions and credit terms set forth in any applicable telecommunications ordinances and other applicable legal requirements as the remedy for failure to meet the Service Order requirements in this Section.

5. Customer Hold Time.

Operator will maintain and provide Residents with instructions on how to contact a Customer Service Center, which will include a Call Center located within the geographical borders of the United States, and which will be available by means of a toll-free number (currently, 800-355-5668) 24 hours per day, 7 days per week, 365 days per year to receive customer service calls and provide customer support as requested. Operator will at all times maintain adequate competent staff at such Call Center to ensure compliance with the Customer Service and Performance Standards set forth herein.

"Customer Hold Time Compliance" is calculated by dividing (a) the number of customer calls to the Operator's call center during any calendar quarter in which the customer is put on hold for more than 90 seconds by (b) the total number of customer calls during that calendar quarter and (c) multiplying by 100.

The Operator will achieve at least 90% Customer Hold Time Compliance under normal operating conditions during each calendar quarter.

6. Customer Service Records.

The Operator will maintain a written or electronic record ("Customer Service Records") of customer calls, and such Customer Service Records will at all times be sufficiently detailed to demonstrate the Operator's compliance or non-compliance with each material Customer Service Level and Performance Standard included herein. Specifically, Operator's Customer Service Records will at a minimum identify: (a) the date and time when any Trouble Report is received, (b) the nature of the complaint, (c) the action taken by the Operator in response to the call, (d) the results of the action taken, (e) a summary of Trouble Reports that were cured (and the time required for such cure) and that were not cured, and (f) the period of time during which any Service was unavailable due to a Force Majeure event. With respect to Service Orders, the Customer Service Records will identify: (g) the date and time when the Service Order is received, (h) the nature of the Service Order, (k) the time and date on which the Service install or change is completed. The Operator will make its standard summary versions of the Customer Service Records (among other things, this includes the remove of Resident names and addresses) available for inspection by the Association (or its representative) at any time during regular business hours upon request by the Association to schedule a mutually convenient date within five business days of the requested date, up to one time after the end of each quarter, unless otherwise mutually agreed.

The Operator will make available to the Property on a quarterly and annual basis or upon request by the Property on a historical basis, network statistics with regard to the bandwidth being delivered to the Property, Major and Minor Service Problem reporting, Outage reporting, maintenance issues and Trouble Reports.

7. Emergency 911 Telephone Service Standards.

Operator will ensure that Emergency 911 service (hereinafter, "E-911" or successor requirement) will meet or exceed all local, state and federal requirements, including all FCC regulations. Association understands, acknowledges and agrees that it shall be responsible for ensuring that all Property Residents and guests are notified of, familiar with, and understand the limitations of Operator's Voice Over Internet Protocol (VoIP) telephone services. This responsibility includes, but is not limited to, Association using its best efforts to ensure that all Property Residents subscribing to VoIP telephone services sign and submit to Operator a VoIP 911 Waiver Form, in accordance with state and federal regulations.

Association acknowledges and agrees that Operator may disconnect Voice Services, or refuse to connect such Voice Services, to any Resident if that Resident refuses to sign the FCC required VoIP E-911 waiver, as these state and federal regulations may be amended from time to time. At activation of an individual Resident's phone service and upon written request of the individual Resident, Operator will provide documentation that E-911 emergency call address and information has been input correctly so that an E-911 call will be routed properly.

8. Video Programming Service Standards.

The technical quality of the video signal provided by the Operator shall be at least equivalent to the transmission and reception of cable and/or satellite-transmitted programming, and in all events, will meet or exceed the technical standards for performance of a "cable television system" contained in the regulations of the FCC set forth in 47 C.F.R. § 76.605 (as such term is used therein), as amended and/or restated from time to time.

9. Spam Management.

The Operator will employ a SPAM management system to reduce to a reasonable minimum SPAM traffic, and the Operator is authorized to block any SPAM traffic emanating from the Property, the Association's facilities or an individual Resident. The Operator may disconnect any Service to Association or a Resident who repeatedly distributes SPAM traffic until the Resident or Association demonstrates to Operator's reasonable satisfaction that the SPAM activity has ceased. If Service to a Resident or Association is disconnected for SPAM traffic on more than one occasion, the Operator may charge the Resident or Association a reasonable fee for reactivation. No disconnection by Operator due to SPAM management shall be counted when computing the service time percentages.

10. Virus Protection.

The Operator must be capable of maintaining the network during inside or outside virus attacks and will maintain a "plan of action" for management of virus and denial of service attacks and recovery there from.

The Operator may disconnect Services to a Resident and/or Association whose computer(s) are infected with viruses until the Resident and/or Association demonstrates to Operator's reasonable satisfaction that the viruses have been eliminated. If a Resident and/or the Association is disconnected from Services due to virus-related issues on more than one occasion, Operator must approve reactivation of the Resident's and/or Association's Service, and Operator may charge the Resident and/or Association (for their respective infected computer(s)) a reasonable reactivation fee not to exceed \$75.00. No disconnection by Operator due to viruses shall be counted when computing the service time percentages.

11. Internet Bandwidth and Service Availability.

The Operator will be responsible for issues of latency (as that term is generally used in the industry) and packet delivery to each single-unit port. Operator will use its best efforts to minimize latencies through the use of properly configured networks and routes to ensure that minimum hops are maintained. Latency within the core network will not exceed 110 milliseconds. Packet delivery will be achieved at a ratio of 95% or greater.

Operator's High Speed Guaranty is a guaranty of speed between the individual Internet user's computer and the last device on Operator's network before such data packet enters the "Internet cloud," which consists of equipment and a network beyond the control of Operator. The Association acknowledges that data packets enter the "Internet cloud," which is beyond the control of Operator. The Association accepts and acknowledges that conditions and circumstances outside of Operator's control can affect the connectivity speed of an individual user or users; such conditions and circumstances include without limitation: the speed, age and components of the computer being used to access the Internet; Internet viruses which may infect the computer attempting to access the Internet; and, Internet slowdowns within the computer or server which is being accessed by the individual user's computer at the Property.

The Operator will provide sufficient Internet connectivity to ensure that average WLAN utilization for the Property does not exceed 70% during peak periods. Operator reserves the right to cap or throttle the Internet Service provided to a user for a violation of Operator's Acceptable Use Policies (as specified in Section 15 of these Standards) or these Standards by such user.

Any Internet user using Operator's high-speed Internet service must maintain certain minimum equipment and software to receive the high speed Internet service. Association will refer all Residents to Operator's web site, www.gethotwired.com (or the applicable successor URL), for the current specifications. Operator shall not warranty or maintain other devices installed by a Resident, including routers, wireless hubs and other such devices, unless provided by Operator.

Each Internet user shall be responsible for security with respect to his or her own equipment that interfaces with the Internet Service. Operator may communicate security issues to Association and Resident users from time to time when abuse or misuse is observed or reported. While the computer industry may provide blocking and filtering software that empowers the users to monitor and restrict access to their computer(s) and data, Operator is not the publisher of this software and disclaims any responsibility or liability therefore. Operator strongly recommends that all users employ a "firewall" or other security software to protect their computer(s) and data.

All wireless Internet provided under this Agreement shall be subject to the limitations of then standard issue 802.11 wireless technology and Operator shall not be liable for the speed of wireless Internet so long as appropriate bandwidth is delivered to the wireless access points.

12. Damage, Loss or Destruction of Software Files and/or Data.

Operator assumes no liability or responsibility whatsoever for any damage to or loss or destruction of any of the property of Association or Residents (including but not limited to hardware, software, files, data or peripherals), which may result from the use of the Internet Service by Association or individual Resident users, except as (i) a result of Operator's installation or maintenance of the Internet Service or Operator's Equipment, and (ii) a result of Operator's gross negligence or willful misconduct. Operator does not warrant that any data or files sent by or to Association or the individual Resident users will be transmitted in uncorrupted form within a reasonable period of time, except to the extent that such data or files are sent by Operator.

13. No Liability for Purchases.

Through use of the Internet Service, Association and/or the Resident users may access certain information, products and services of others, for which there is a charge. Association and the Resident users shall, respectively, be solely liable and responsible for all fees or charges for such online services, products or information. Operator shall have no responsibility to resolve disputes with other vendors or third parties.

14. Monitoring the Internet Services and Privacy.

Operator is concerned with issues of privacy and treats private communications on and through its network as confidential. Operator has no obligation to monitor Internet content. However, Association understands and agrees that Operator has the right to monitor such content from time to time; and to access, and/or disclose the contents of private communications in accordance with its Privacy Policy and with applicable law. In addition and as a condition to any obligation of Operator to provide or continue to provide the Internet Service to Association and Resident users, each user must agree when requested in writing by Operator that Operator has the right to monitor such content from time to time; and to access, and/or disclose the contents of private communications in accordance with its Privacy Policy and with applicable law. A copy of Operator's Privacy Policy can be found on Operator's website at www.gethotwired.com (or the applicable successor URL).

15. Operator's Right to Terminate.

Operator may terminate the Internet Service to Association and to any or all Residences immediately without notice in order to prevent a breach of network security. Association expressly warrants that Association has read and agrees to be bound by Operator's Acceptable Use Policy. As a condition to any obligation of Operator to provide or continue to provide the Internet Service to users at the Property, each user must when requested in writing by e-mail by Operator to user (i) acknowledge that he or she has read and (ii) agrees to be bound by Operator's Acceptable Use Policy, which can be found on Operator's website at www.gethotwired.com (or the applicable successor URL). Operator will inform the users that the Acceptable Use Policy may be updated or modified from time to time by Operator, with or without notice to the users. Any such update or modification to the Acceptable Use Policy shall be posted to the above listed website. The users should consult the Acceptable Use Policy on a regular basis to ensure compliance. Operator may suspend the Internet Service to Association or to any individual user at the Property immediately for violation of Operator's Acceptable Use Policy.

16. Customer Shut-Off.

The Operator will provide upon request notification to the Resident who had his or her Service disabled and the reason(s) for the disabling.

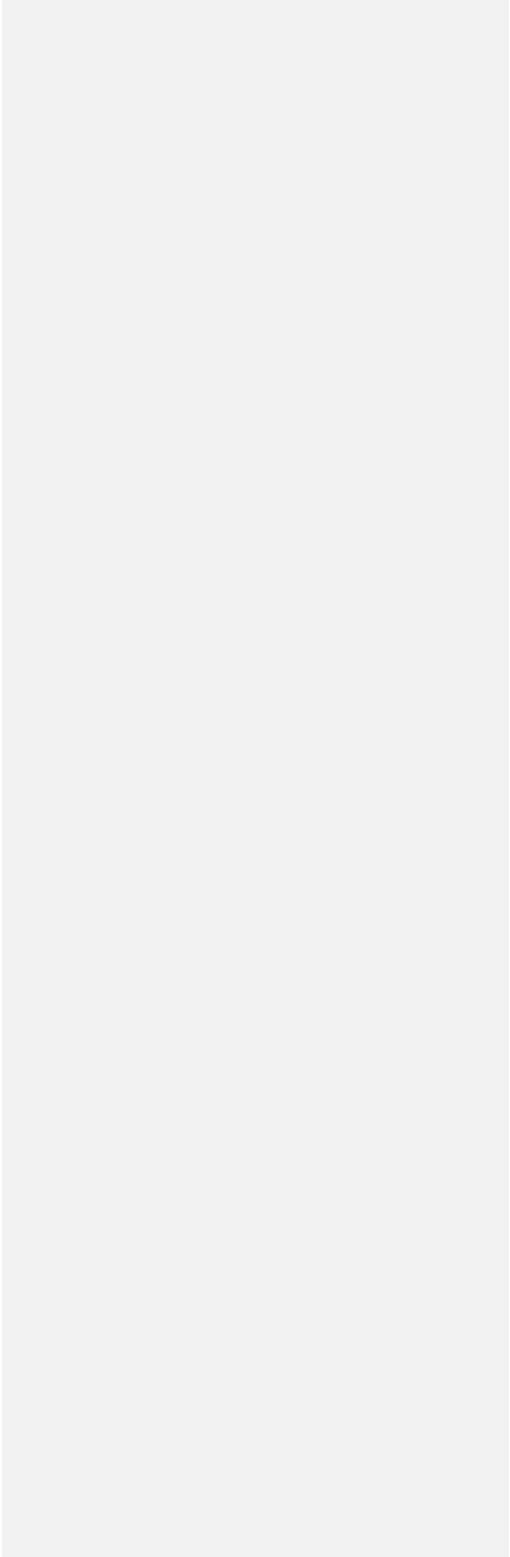
17. Security Services.

Association understands and agrees, and will inform Residents, that the customer service and performance standards that will apply to any security services provided by or through Operator to Association and/or Residents of the Property shall be as set forth in Operator's required security service agreement, which is required to be signed by all users of the security service and which outlines the service provided, the emergency contact information required, and specific terms and conditions that relate to the provision of the security service.

18. Augmented Wireless Services. Association grants to Operator the right to: (a) enter the Property to determine the viability of the Property for the installation and maintenance of Wireless Node; (b) install,

maintain, repair or replace the Wireless Node on the Property; (c) have the exclusive right to negotiate with Wireless Providers to use the Wireless Node to improve Operator's Services at Property via Wireless Node; and (d) connect the Wireless Node to Operator's System at the Property. In exchange for providing an enhanced wireless signal at or around the Property, Association agrees that it shall provide electrical power for each Wireless Node, such power requirement being maximum of 200 watts or that of a light bulb to power such device at no cost or fee. In order to assure quality of service and to avoid signal interference, no other third parties shall be granted the right to use Property for any use similar to the exclusive uses granted in this section. At Operator's sole cost, Association shall reasonably cooperate with Operator's efforts to obtain and maintain all necessary governmental permits and approvals necessary for the installation and operation of the Wireless Node on the Property. "Wireless Provider": Any party that provides Wireless Services. "Wireless Services": Any wireless services using radio spectrum under the jurisdiction of the Federal Communications Commission and National Telecommunications and Information Administration, which includes both licensed and unlicensed frequencies. "Wireless Network Node (Wireless Node)": shall encompass ODAS, small cell, CRAN, antenna facilities, or any successor technology which are used to improve wireless capacity, coverage or quality of service. Wireless Nodes shall be part of Operator's System and Equipment.

EXHIBIT “E”



Community Apps for your TV & Mobile Device



Included in your Fision TV service, your community will automatically receive our INTERACTIVE TV features. We are excited to offer a new INTERACTIVE PREMIUM package as an upgrade option with enhanced features.

INTERACTIVE	Interactive PREMIUM <small>UPGRADE</small>
<p>Included with Hotwire Fision</p> <ul style="list-style-type: none"> ✓ Admin Portal Access Includes 10 hours of customization by Hotwire at launch \$50/hour after launch ✓ Community Functionality Includes 3 Interactive menus with slides ✓ Messages Includes 3 Inbox messages per month ✗ Calendar ✓ Mobile App Displays community slides Displays Messages 	<p>\$9,000/year and annual \$20 per unit fee</p> <ul style="list-style-type: none"> ✓ Admin Portal Access Includes 35 hours of customization by Hotwire at launch Includes 5 hours per month after launch and \$50/hour thereafter ✓ Community Functionality Includes UNLIMITED Interactive menus with slides Includes 3 VOD Community Channels* Includes 1 Community Live Stream Feed Includes property logo ✓ Messages Includes UNLIMITED Inbox messages Includes UNLIMITED low priority messages Includes UNLIMITED high priority messages ✓ Calendar Includes UNLIMITED categories, events, and capability to save events ✓ Mobile App Displays community slides Play 3 VOD Community Channels Stream 1 Community Live Stream Channel Displays Messages Displays Calendar and Events <p><small>*Includes unlimited storage for 1 year, archiving charges will apply for all content older than 12 mos. \$50 charge per additional VOD Community Channel</small></p>
<p>ADD-ON OPTION – 1 Community Live Stream Feed One-time \$10,000 charge and \$1 per unit per month charge with a minimum of \$100/mo. Each additional Live Stream Feed is \$0.50 per unit per month. <i>Streaming with mobile app is ONLY included with Interactive Premium</i></p>	

PROFESSIONAL PHOTOGRAPHY ADD-ON

Half Day Package: \$1,500 | Full Day Package: \$1,999

Our in-house photography experts will provide high-quality photographs and video for your community content.