



401 Merritt 7, Norwalk, CT 06851
frontier.com

Richard Arena
200 Inlets Boulevard
Nokomis, Florida 34275

March 29, 2023

Re: Bulk Services Agreement (“Agreement”), dated as of 10/25/2019 for the property known as The Inlets Common Facilities Corporation located at 200 Inlets Boulevard, Nokomis, Florida 34275.

NOTICE OF INCREASE TO THE BULK SERVICES FEE

Pursuant to the terms of the Agreement this letter also serves as formal notification of Frontier’s intent to increase the Bulk Services Fee effective on 5/1/2023.

The Bulk Data Services Fee will increase by 5% to \$33.86 per Living Unit from its current price of \$32.25. All other provisions of the Agreement remain in full force and effect.

\$ 1.61 increase

Should you have additional questions, please do not hesitate to reach out to Frontier’s Bulk Customer Experience Team, **Stephanie Godbee** at **Multifamily.Communications.East@ftr.com**. Frontier appreciates and values our business relationship and thank you for being part of the Frontier Community Connections family.

Kind regards,

The Frontier Multifamily Team

5/1/23 \$ 1.61 Increase

<i>221 units</i>	<i>355.81</i>	<i>month</i>
<i>16 "</i>	<i>27.76</i>	
	<hr/>	
	<i>\$ 383.57</i>	

This Frontier Bulk Services Agreement ("FBSA") is made as of October 23, 2019 October 25, 2019 (the "Effective Date") by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Services identified in Service Order(s) executed pursuant to this FBSA ("Frontier"), and The Inlets Common Facilities Corporation, a Florida corporation, whose primary address is 200 Inlets Boulevard, Nokomis, FL 34275 ("Customer").

1. Provision of Services.

- a. Customer represents and warrants that it is responsible for and authorized to execute service agreements for the operation of, and to order and pay for services delivered to, the building(s) known as Inlets of Nokomis and Inlets Carriage Homes, located at 200 Inlets Boulevard, Nokomis, Florida 34275 ("Property"). Customer shall pay Frontier for the communications services offered and delivered by Frontier to the Property pursuant to this FBSA and Service Order(s) Attached as Schedule A, and Frontier shall provide such services subject to the terms of this FBSA and the applicable Service Order(s) (including any equipment furnished under any such Service Order, collectively "Service"). As used herein, the term "FBSA" shall refer to this Agreement, and, for each given Service ordered hereunder, the applicable Service Order entered into for purposes of delivering Service to such Property. Pursuant to this FBSA, Customer hereby appoints Frontier as its exclusive bulk telecommunications provider to the Property for the Services that Frontier offers, including the residential units thereat ("Living Units"). Customer may subscribe to Services from Frontier, for delivery to the common areas and other points of service at the Property, excluding the Living Units, that the parties agree to deliver Service to, and may pay Frontier for those Services pursuant to applicable Service Order(s). Occupants at the Property ("Residents") shall order the Services identified in the Service Order(s) for delivery to the Living Units, which shall be paid for by Customer. In addition, Residents may subscribe to Service Enhancements (as defined in Section 5(a)) directly from Frontier at each Resident's cost and election. During the Term (as defined herein), Customer shall not enter into any other agreement with any other party for the delivery or marketing of services to the Property that would be competitive with the Services. Notwithstanding the foregoing, Customer shall be allowed to enter into a bulk agreement with another provider for one or more services if one of the following occurs: (i) Frontier no longer provides a service at the Property and Customer desires to have a bulk agreement for said discontinued service only; or (ii) Customer confirms with Frontier that the service Frontier does not currently offer the service at the Property.
- b. Frontier may, from time to time, procure Services, equipment or facilities from an affiliate of Frontier, which could be a common carrier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service, equipment or facility. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FBSA and an applicable tariff, the tariff shall control except with respect to pricing, or cancellation charges for which this FBSA shall control.
- c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment, including Customer Premise Equipment ("CPE") provided by Frontier, used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection (a/k/a, the demarcation point) to the Property's network equipment and inside wiring. Customer shall provide Frontier reasonable access at no charge to the Property during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, and, in furtherance thereof, Customer shall obtain all approvals, permits and licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on Customer's behalf where necessary to deliver the Services and any related auxiliary third party services to the Property. Unless agreed otherwise by the parties in writing on a case by case basis in a Service Order, standard local premises equipment (e.g., routers, modems and the like) necessary to interconnect with Frontier's Network will be provided (on a leased basis) and initially configured upon installation to allow for interconnection to Frontier's Network by Frontier. Notwithstanding the foregoing, Residents shall be allowed to use additional compatible equipment that is not purchased or leased from Frontier, but Frontier will not be responsible for damage to said equipment that occurs as a result of connecting to any Frontier equipment or services. Frontier shall not be responsible for Service issues impacted by said equipment nor shall Frontier provide service or support related to said equipment, technical, or otherwise.
- d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, or any Service, by Customer or third parties without the written consent of Frontier is a material breach of this FBSA and cause for termination of this FBSA and any related Service Order, at Frontier's option.
- e. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.
- f. In furtherance of delivery of Service to the Property, Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, as may be more fully described in the applicable Service Order, and (ii) a well-lit and safe working area that complies with all local safety standards and regulations.
- g. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow the connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.
- h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Subject to Section 1(c), above, Frontier may provide compatible CPE (at the Living Units or Common Areas where the Services are to be used by end users) and networking facilities for transporting the Service from Frontier's Network throughout the Property.

- i. Customer and each Resident, not Frontier, is solely responsible for the selection, implementation and maintenance of the security features (including without limitation account passwords), if any, of its own network, equipment, hardware, software, software applications, etc., and for protection against unauthorized or fraudulent use of the Services. Customer and each Resident, not Frontier, is solely responsible for ensuring that all of their data is adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason nor for the security of Customer's or any Resident's property
- j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services, that are comparable to the services provided to similarly situated properties in the same market area as the Property as provided by other providers so long as said services are similar in scope and technology as the to the Services that are subject to this FBSA and the FBSA Service Order, Schedule A. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notices. Upon notice from Frontier that any facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, or interference with Frontier's Network, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
- k. Customer represents and warrants to Frontier that at all times:
- (i) Customer's use of the Service will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and the rules and regulations of any other authorities having jurisdiction over the subject matter of this FBSA, and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use;
 - (ii) Customer's receipt and use of the Service and granting to Frontier of access to the Property to deliver Service shall not violate the property rights or interests of any other person or entity;
 - (iii) Neither the execution and delivery of this FBSA by Customer nor Customer's performance of any obligation hereunder (a) will constitute a violation of any law, ruling, regulation, or order to which Customer is subject, or (b) shall constitute a default of any term or provision under any other agreement or document (i) to which Customer is a party or is otherwise bound or (ii) to which the Property or any part thereof is subject;
 - (iv) Customer is not a party to any sales or marketing agreement for telecommunications services or a bulk services arrangement with any other provider of services similar to the Services covered in this FBSA and that nothing in this FBSA or any Service Order conflicts with any legal obligation to which it is bound;
 - (v) Customer has the authority to perform its obligations under this FBSA;
 - (vi) Customer owns or controls the telecommunication services marketing rights to the Property, and that no other person or entity has any rights to marketing fees paid in connection with the marketing of services similar to the Services to the Property; and
 - (vii) Customer has the lawful right to access and grant Frontier access to the Property in furtherance of providing Services thereat.
- l. Customer shall comply with Frontier's Acceptable Use Policy ("AUP") for any Service ordered and used by Customer or its representatives, which Frontier may modify at any time, available for review at http://www.frontier.com/policies/commercial_aup/. The AUP is subject to change without notice. Customer acknowledges that posting a changed AUP on the Frontier Web Site will be sufficient notice to Customer of changes thereto. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Service to the locations where the abuse occurred, notwithstanding any notice requirement provisions of the FBSA. Each Resident shall be required to adhere to the Frontier's applicable Terms and Conditions ("T&C") which Frontier may modify at any time, available for review at <https://frontier.com/corporate/terms>. Failure of a Resident to comply with any applicable T&C is grounds for immediate suspension or termination of Service for the Resident where the offense occurred, but shall not relieve Customer of its obligation to pay Frontier for the Services outlined in the Service Order. Abuse of the network, facilities or equipment of Frontier or any other party that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties accessing Service through or permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or Customer's permitted users' usage of any Service, including without limitation usage of Frontier Internet access through Customer's or any Resident's hardware, software or account.
- m. Customer and or Residents shall report all technical issues to Frontier by accessing the technical support group at (844) 660-0648 option #1 with respect to Service-affecting issues. Frontier will determine if the Resident's inquiry or Customer's inquiry is attributable to the specific Service provided by Frontier or other non-Frontier factors, such as an application or Customer's inside wiring. If Frontier determines that the inquiry is attributable to a Service-affecting issue with Frontier's Network, then Frontier shall provide resolution on a basis consistent with that support normally delivered by Frontier to its other customers in the ordinary course of business. If Frontier technical support determines that the inquiry is related to non-Frontier factors, then Frontier shall have no further responsibility for the issue. Customer or the authorized Resident in a Living Unit shall provide Frontier with reasonable assistance in troubleshooting and resolving Service issues and acknowledges and agrees that Frontier shall communicate directly with the affected Resident as necessary in order to resolve reported technical problems with the Service.
2. **Term.** The term of this FBSA will commence as of the Effective Date and will continue until expiration of the Service Term, as defined below in this Section 2, unless earlier terminated in accordance with the provisions of this FBSA. Customer will purchase the Services identified in each Service Order for the period of time stated in the Service Order (the "Service Term"). Unless otherwise stated in the Service Order, the Service Term and billing for the Service will begin upon the earlier of (i) Customer's (or Resident's) use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s) which are available for Residents to order, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will

automatically renew for additional periods of equal duration as the initial Service Term, subject to the terms and conditions of this FBSA and at the then applicable Frontier rate, excluding promotional rates, subject to the terms of this FBSA.

3. Payment.

a. Customer shall pay all charges set forth in the Service Order(s) and in applicable tariffs for periods of Service during the Service Term. Frontier will invoice Customer for all applicable non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges. During the Service Term, Customer shall be responsible for a minimum monthly recurring charge equal to the MRC listed on each Service Order multiplied by the number of Living Units at the Property, regardless of occupancy.

b. In addition to the applicable charges set forth in the tariffs and Service Order(s), Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated, including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's or any end user's use of the Services.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes in good faith any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services without liability if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith. In addition, if the parties are unable to resolve any disputed charges within ninety (90) days of the notice of dispute, Frontier reserves the right to suspend or terminate the affected Service immediately, without liability, as a non-exclusive remedy.

4. Price Increases. After the second (2nd) anniversary of the date that the Services, as provided in Table A of the FBSA Service Order, are first available at the Property, Frontier shall be entitled to increase the MRC for the Services by no more than five percent (5%) in a twelve (12) month period. This fee increase shall not include the cost of any equipment that is included in the total monthly charges to Customer (i.e. set top box, digital adapter, or wireless router) that is detailed in the Service Order as any such equipment shall always be charged at the then current retail price.

5. Service Promotion and Training.

a. Customer shall promote Frontier's available services at the Property, including internet/data, voice, and TV video services (the "Marketed Services"; the Marketed Services may be revised from time to time by Frontier upon written notice to Customer) to current and prospective Residents by displaying Frontier-provided literature and contact information ("Frontier Materials") at the Property's high-traffic areas, and otherwise as mutually agreed. Customer will provide access to Frontier to provision additional and/or enhanced communications services directly to the Property's Living Units, subject to a separate agreement with the relevant Resident ("Service Enhancements"). Customer will promote such Service Enhancements, which will be included as part of the Marketed Services, as identified by Frontier from time to time by prominently displaying Frontier-provided literature throughout the common areas of the Property and including it with information packets related to the Property provided to Residents.

b. Customer will permit Frontier to train on site staff on the latest Marketed Services and promotions, and will coordinate the scheduling thereof with Frontier, during normal business hours, at Frontier's request. Frontier may conduct on-site promotional events, upon prior notice to Customer, and post promotional materials and signage at the Property, leave door hangers, and/or market door-to-door, and Customer shall, at Frontier's request, include a link to the Frontier website in Property websites and community portals.

c. In its discretion, Frontier will provide a reasonable amount of training materials and marketing support to Customer, at no additional charge. At its sole cost and expense, Frontier may supply Customer from time to time with Frontier Materials, including but not limited to brochures, price lists, and other promotional materials, that Frontier deems necessary to promote the marketing of the Marketed Services and any other Service Enhancements offered by Frontier. Customer is authorized to use the Frontier Materials as provided, and Frontier provides no warranties or guarantees with respect to such Frontier Materials.

d. During the Term, Customer shall not market or promote any services that are competitive with the Services or with the Marketed Services, subject to the terms of Section 1a, to any Resident at the Property, nor enter into any Internet access or bulk communications services agreement with another provider, and shall not otherwise grant any rights or licenses inconsistent with, or which materially impair or interfere with, Customer's obligations or Frontier's rights hereunder.

e. All Frontier Materials provided by Frontier to Customer, and Frontier's name, trademarks, service marks, label designs, product identifications, artwork, and other symbols and devices associated with this FBSA (collectively, the "Frontier Marks"), are and will remain the property of Frontier. Customer is authorized to use the Frontier Marks provided by Frontier solely as authorized herein or as otherwise previously consented to in writing by Frontier. Customer's right to use the Frontier Marks is non-exclusive, non-assignable and non-transferable. All uses by Customer of the Frontier Marks inure solely to the benefit of Frontier. If Customer uses the Frontier Marks, Customer will strictly comply with any Frontier content or brand usage policies Frontier provides. Customer agrees that Frontier is authorized to use Customer's marks and trade designations for the duration of the Term to communicate its association with Customer generally, or in connection with any Property. Customer agrees that Frontier may identify itself, on all marketing materials, as Customer's preferred or recommended provider of telecommunications services at the Property.

f. Demonstration Account. Provided Customer is in material compliance with its marketing obligations under this Agreement, in Frontier's sole determination, Frontier will provide one or more Demonstration Accounts at the Property in accordance during the Term of this Agreement pursuant to the terms and conditions set forth in Schedule B ("Demonstration Account").

6. Cancellation Charges.

- a. If Customer cancels any Service prior to installation of the Service, Customer shall pay a cancellation charge equal to the NRC for such Service plus one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation.
- b. Following installation, Customer may terminate a Service by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Service Order for any reason. In addition, and unless otherwise specifically provided in the applicable Service Order, if any Service is terminated by Customer for any reason other than breach by Frontier (and failure by Frontier to cure such breach within 30 days of Frontier's receipt of Customer's written notice of such breach), or by Frontier due to Customer's breach (and failure by Customer to cure such breach within 30 days of Customer's receipt of Frontier's written notice of such breach; provided, Frontier may terminate immediately, without cure period, for AUP violations), then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

In addition, Frontier shall have the right to terminate this FBSA, any Service and/or any Service Order upon written notice to Customer, if in Frontier's determination, the provision of Services to the Property or the continuation of this FBSA would be or becomes infeasible or impracticable for legal, technological (including lack of available facilities or inside wiring issues) or regulatory reasons or economic, without liability.

7. Limitation of Liability and Warranty Provisions.

a. The liability of Frontier and its affiliates related to any and all claims in respect to this FBSA, any Service Order and the Service provided under this FBSA, and for the acts or omissions of Frontier or any of its agents or contractors, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order, or, if there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service during the prior 12 months. In cases of an Outage (as defined below in this Section 7(a)), Frontier's sole liability shall be limited to 1/720 of the MRC for each hour of non-Service after Frontier is notified of the Outage. An "Outage" is an interruption in Service caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. There will be no credits, reductions or set-offs against charges for Services, or for interruptions of Services, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, DAMAGE, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, causes beyond Frontier's reasonable control or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense and, in the case of an Outage, afford Customer the credit pursuant to Section 7(a). THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK AND SERVICES PROVIDED

PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR ACCESS OR OPERATION OF THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FBSA shall not be construed as granting a license or ownership right to Customer 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 Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services provided under this FBSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FBSA or any Service Order may be brought more than two (2) years after the cause of action has arisen or charges have been billed, whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

8. **Indemnification.** Each party shall indemnify, defend and hold the other party and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon any bodily injury (including illness or death) or property damage caused by the indemnifying party. The obligations under this Section 8 are independent of any other obligation under this Agreement. Customer shall indemnify, defend and hold Frontier and its affiliates, agents and contractors, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FBSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FBSA; (iii) use of the Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any Resident's, or use of the Service by any other person accessing the Services through Customer or any Resident, any combination of the Services with other products or services not provided by Frontier, or any modification of the Services

by anyone other than Frontier; or (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control or any Resident.

Frontier shall indemnify, defend and hold Customer and its affiliates, agents and contractors, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Frontier's breach of this FBSA; (ii) Frontier's gross negligence or willful misconduct in the performance of its obligations under this FBSA; or (iii) any bodily injury (including illness or death) or property damage caused by Frontier or anyone within its control or any Resident. The obligations under this Section 8 are independent of any other obligation under this FBSA.

9. Publicity/Trademark License. Except to the limited extent expressly set forth herein, this FBSA 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 Frontier. Except as expressly permitted hereunder, Customer may not use Frontier's name, trademarks, or trade names in press releases or advertising without Frontier's prior written consent.

10. Confidentiality.

a. Both parties agree that all terms and conditions set forth in this FBSA shall be considered confidential, and that details of the terms of this FBSA shall not be disclosed to third parties, other than affiliates, employees, Residents who are identified as owners in accordance with the provisions of the Florida Condominium Act, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law (including disclosure by Frontier determined by Frontier's professional advisors to be necessary or advisable under securities laws, accounting rules and/or regulatory agency rules or processes).

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any information to any third party and to keep information in a secure place available only to employees, affiliates, Residents who are identified as owners in accordance with the provisions of the Florida Condominium Act, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the information for purposes of the business dealing between Customer and Frontier, and to use information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or if confidentiality is waived by the disclosing party or if it is independently developed, as demonstrated by documentary evidence, without reliance upon such information, or if it enters the public domain other than by means of the other party's breach of this Section 10. Information shall remain the property of the disclosing party and shall be returned to such party or destroyed on request or upon termination of the business dealing between Customer and Frontier.

11. Breach.

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for thirty (30) days after notice, or Customer fails to comply with any other term or condition of this FBSA or any Service Order and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Service Order (or any portion thereof) until the breach is remedied to Frontier's satisfaction, terminate the applicable Service Order (or any portion thereof), or terminate this FBSA and all Service Order(s). Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, terminate any or all Services and retrieve Frontier Network elements from the Property for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has damaged or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach by Frontier of any of its obligations under this FBSA or any Service Order within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

12. Force Majeure. In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

13. Assignment. This FBSA may not be assigned by Customer without Frontier's prior written consent, which consent shall not be unreasonably withheld. Frontier may subcontract portions of the work to be performed hereunder to provision the Services. Frontier may assign any or all of its rights and/or obligations under this Agreement to any party that purchases all or substantially all of its assets or that is Frontier's successor by merger, restructure or recapitalization, or to any affiliate without the prior written approval of the Customer; provided that, such assignee has the financial, operational, technical and other necessary capabilities and resources to accomplish any and all obligations under this Agreement in a manner comparable to the expected performance of Frontier. Customer shall have the option to terminate this FBSA and the FBSA Service Order within the first six (6) months after Frontier Assigns this FBSA pursuant to the terms of this Section 13. This FBSA shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. Work Site Conditions.

- a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered on or about the Property or Service delivery locations during work pursuant to this FBSA, Frontier may suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Service Order, based on any increase in costs incurred by Frontier.
- b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Property or location where Services will be installed or delivered.
- c. Frontier shall, at its sole cost and expense, promptly repair and restore any portion of the Property that is damaged or destroyed due to or on account of Frontier's installation, repair or maintenance activities, to substantially the same condition as existed immediately prior to the commencement of Frontier's installation, repair or maintenance activities. All repair activities shall commence within thirty (30) days from the date the Frontier receives of such damage from Customer.
- d.
15. **Competition.** Customer recognizes the availability of competitive alternatives for receiving the Services provided under this FBSA, and has freely elected to enter into this FBSA in order to receive the benefits it offers.
16. **Government Regulation.** To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FBSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FBSA. If provision of any Service pursuant to this FBSA is subject to advance approval of the FCC and/or any state public utilities commission, this FBSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.
17. **Governing Law.** This FBSA shall be governed by and construed according to the laws of the State in which Services are being provided hereunder without regard to its conflict of laws' provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.
18. **No Waiver.** If either party fails, at any time, to enforce any right or remedy available to it under this FBSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.
19. **Severability.** A declaration by any court, or other binding legal source, that any provision of this FBSA or any Service Order is illegal and void will not affect the legality and enforceability of any other provisions of this FBSA, unless the provisions are mutually dependent. Residents are not third-party beneficiaries hereunder and Frontier has no obligation to any Resident by virtue of this FBSA or the provision of Services hereunder.
20. **Notice.** Any written notice either party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail (with tracking or return receipt requested), electronic mail, express or overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Customer:

At Customer's address shown on the first page of this Agreement
Attn: Richard Arena
E-mail: rjarena@arcsyst.com
Telephone: (941) 227 - 9846

To Frontier:

Frontier Communications of America, Inc.
Attn: Traci Washington (c/o Liz Morales)
7979 Belt Line Rd.
Cube: S1A77
Irving, Texas 75063
E-mail: traci.washington@ftr.com

With a copy to:

Frontier Communications of America, Inc.
Attn: Greg Anderson, Vice President, Alternate Channels
8001 West Jefferson Blvd.
Fort Wayne, IN 46804
E-mail: greg.anderson@ftr.com

Such notice shall be deemed to have been given or made upon the date of delivery, as confirmed by the courier, if given by hand; on the delivery date confirmed by the carrier, if sent by certified or registered mail or express service; or on the e-mail date (provided, electronic delivery shall be deemed given on the next business day if sent either on a non-business day or on a business day but after 5:00 pm, receiving party's time), unless an electronic undeliverable message has been received. The parties shall promptly apprise each other in writing of any changes in their respective notice addresses.

As used herein, "business day" shall mean a weekday other than a Federal holiday or day on which banks in the receiving party's state are authorized to close.

21. Independent Relationship. Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

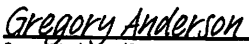

22. Insurance. The Parties agree to maintain as a minimum, at all times during the Term, the following insurance coverage and any other additional insurance and/or bonds required by law: Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury (including death) and property damage, including Personal and Advertising Injury, and \$2,000,000 General Policy Aggregate. Upon Frontier's request, Customer agrees to furnish, within thirty (30) days of such request, certificates of insurance evidencing the coverage required by this Agreement. Customer's liability coverage is primary and not excess of, or contributory with, any insurance maintained by Frontier. Customer waives all rights of recovery, claim, action or cause of action against Frontier, or its agents and affiliates for any loss or damage that Customer suffers to the extent such loss or damage is reimbursable by any insurance or self-insurance carried by Customer.

23. Non-Exclusive Access. Customer is not restricted by this Agreement from allowing any competitive local exchange carrier or other service provider to have access to the Property or provide services to Residents thereat. Residents may select another provider of their choice for their communications services and Customer shall not, in any manner, inform its Residents that they are restricted to using Frontier as their sole communications provider.

24. Dispute Resolution. Except as otherwise specifically provided in or permitted by this FBSA, all disputes arising in connection with this FBSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. The foregoing shall not prevent either party from seeking immediate injunctive relief where necessary to prevent harm or further harm. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

25. Survival. Upon termination or expiration of this FBSA, the operative provisions of this FBSA necessary to enforce and or construe the parties' rights and obligations, and such other provisions which by their logical context would be expected to survive, shall survive any such termination or expiration, including without limitation Sections 3, 6, 7, 8, 10 and 18.

26. Authorization and Entire Agreement. Each signatory below represents that such person is authorized to execute this FBSA on the party's behalf. This FBSA and any Service Order(s) executed by the parties constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FBSA and any Service Order(s) may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FBSA. This FBSA may be executed in one or more counterpart or duplicate copies and by electronic signature, and any signed counterparts, duplicate or facsimile copy shall be the equivalent to a signed original for all purposes.

Frontier Communications of America, Inc.	The Inlets Common Facilities Corporation
<i>Frontier's Signature:</i>  Gregory Anderson (Oct 25, 2019)	<i>Customer's Signature:</i> 
Printed Name: Greg Anderson	Printed Name: Keith Larson
Title: Vice President, Alternate Channels	Title: President
Date: Oct 25, 2019	Date: 10-24-2019



Schedule A
FBSA SERVICE ORDER

This is FBSA Service Order ("Service Order") to the Frontier Bulk Services Agreement, dated October 25, 2019 ("FBSA"), by and between The Inlets Common Facilities Corporation, a Florida corporation, ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"), and is entered into by the parties as of the latter of the dates of signature below. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the FBSA.

Customer orders and Frontier agrees to provide the Services identified below in accordance with and subject to the terms of the FBSA and this Service Order.

Property:	<u>The Inlets of Nokomis and The Inlets Carriage Homes</u>	Property Contact:	<u>Richard J. Arena</u>
Address:	<u>200 Inlets Boulevard, Nokomis, Florida 34275</u>	Email:	<u>rjarena@arcsyst.com</u>
Service Term (yrs):	<u>5</u>	Telephone Number:	<u>(941) 227 - 9646</u>

BILLING CONTACT

Name:	<u>Inlets Common Facilities Corporation, Inc.</u>
Invoice Address, City, State, Zip:	<u>200 Inlets Boulevard, Nokomis, FL 34275</u>
Email Address:	<u>theinletsnokomis@gmail.com</u>
Telephone Number:	<u>941-485-4221</u>

CUSTOMER SUSPENSION REQUEST

Frontier shall provide to Customer the capability of submitting a request to suspend bulk Service(s) on a Living Unit by Living Unit basis, which will result in Frontier disconnecting all bulk Service(s) and any associated bulk Service(s) upgrade(s) such as premium channels, pay-per-view or video on demand, (the "Suspension Request"). Customer understands, however, that this process is not designed to be a service order processing system. Frontier does not warrant that the Suspension Request will be processed within a specific interval, or that it will not be overridden by pending or subsequent service order activity, or that the Suspension Request will not otherwise fail to flow through Frontier's service order processing systems. Customer understands that the Suspension Request will result in all of the bulk Service(s) and bulk Service(s) upgrades, if any, such as premium channels, pay-per-view, and video on demand. Customer shall indemnify Frontier against any Resident's claims resulting from the disconnection of such bulk Service(s) upgrade(s). Frontier also shall provide Customer the capability of submitting a request to reconnect the bulk Service(s) and the bulk Service(s) upgrades, that Customer previously requested to be suspended (the "Reconnect Request"). Frontier does not warrant that Reconnect Requests will be processed within a specific interval or that Reconnect Requests will not be overridden by pending or subsequent service order activity or that the requests to reconnect the bulk Service(s) will not otherwise fail to flow through Frontier's service order processing systems. Suspension of Bulk Service does not relieve Customer of its obligation to pay the monthly Bulk Service Fee. Frontier will confirm to Customer when a Suspension Request or a subsequent Reconnect Request has been processed.

Table A: Bulk Services

Service	Living Units	Common Areas	NRC	MRC
*Internet 200/200 with 1 wireless router \$32.25 per Living Unit	237	0	\$0	\$7,643.25
**Prime HD with 1 HD Set Top Box and 1 HD DVR \$30.48 per Living Unit	237	0	\$0	\$7,223.76
Total				\$14,867.01

***Service Upgrades:** The bulk Services provided as of the Effective Date of this FBSA Service Order are described in Table A above as Prime HD video Service and 200/200 Mbps Internet Service. If Frontier increases the minimum tier of internet service provided to customers in Property's market area during the Service Term, then Customer may request to increase the speed of its Bulk Internet Service at the Property to the equivalent tier (the "Upgrade"), subject to the terms herein. Customer may be required to pay any and all capital costs associated with installation and equipment necessary to implement the Upgrade at the Property, including the reasonable cost for equipment at Frontier's central office that serves the Property. The Upgrade may result in an additional monthly cost for the increased speed. Should the Parties agree to the new terms required for the Upgrade, such Upgrade will occur upon the earlier of: (i) when a Resident calls in to request the increased tier, or (ii) when Frontier implements a change for all Living Units at the Property subject to said increase in the market area where the Property is located.

**** Video Services Termination:** Following the first twelve (12) months of the Service Term, Customer may terminate Video Services by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of the Video Services identified in a Table A. Partial months shall be prorated. Such termination of the Video Services may result in an equitable adjustment to the charges identified in the Table A, based on any increase in costs incurred by Frontier.

1. **Service Term.** Service delivery and commencement of the Service term will be based on the schedule for provisioning of Services. The provision applicable to this Service Order is marked below with an :

2. Services will be available when the bulk Services and products as provided in the table above are available for the Residents to order.
Service Description.

a. Subject to applicable laws and regulations, Frontier will provide the Service to the Property, enabling all of the residential living units at the Property (each a "Living Unit") for activation of such Service, except living units specifically opting out of Service per Florida Statutes Section 718.115(1)(d)2.

b. In addition, Frontier will provide the Service to the number of Common Areas identified above within the Property, as such areas are identified by Customer at any time throughout the Service Term. A "Common Area" is a generally accessible space. Customer may change a designated Common Area during the Service Term, subject to Frontier's change order process and applicable fees.

c. Frontier's provision of Service is contingent on the Property meeting Frontier's provisioning standards and Customer's performance of its obligations under this Service Order and the FBSA

3. **Customer Obligations.** Without limiting the terms of the FBSA:

a. Customer shall ensure proper use of all Service-related equipment related to services in Customer's name (if any), and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of each Service, as applicable. Customer shall be responsible for all use and misuse of PINs, pass codes or other access capability. Services provisioned to each Resident shall be governed by the service terms established between Frontier and each Resident.

b. Customer shall provide to Frontier a summary list of addresses for all Living Units at the Property, prepared in Excel format, or some other mutually acceptable format.

4. **Limitations.** Frontier shall have the right to suspend Service to any Living Unit or Common Area if Frontier determines, in its discretion, that use of the Services applicable to such Living Unit or Common Area is not in compliance with the AUP. Any such suspension of Service shall not relieve Customer of its obligation to pay the Service fee in respect of such Living Unit or Common Area.

This Service Order is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or any applicable State Commission. This Service Order and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Service Order, and all terms and conditions of the FBSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings, written or oral, with respect to the subject matter hereof.

Frontier Communications of America, Inc.	The Inlets Common Facilities Corporation
Frontier's Signature: <i>Gregory Anderson</i> Gregory Anderson (Oct 25, 2019)	Customer's Signature: <i>Keith Larson</i>
Printed Name: Greg Anderson	Printed Name: Keith Larson
Title: Vice President, Alternate Channels	Title: President
Date: Oct 25, 2019	Date: 10-24-2019

Schedule A

Demonstration Account

- (1) Frontier will provide certain Frontier services on a complimentary basis ("Demonstration Account") for two (2) accounts, as described below, during the Term.
- (2) The following Frontier services are included in a Demonstration Account:
 - (a) One (1) video service, including high definition (HD) service. Frontier will provide two (2) set top boxes ("STB") with video recording capability, and one wireless broadband router at no charge. If Customer does not return the equipment furnished in connection with Demonstration Account (including that provided pursuant to the below provisions of this Schedule) to Frontier upon termination of the Demonstration Account, or fails to pay for damage to the equipment, Customer shall be liable to Frontier for the lost or damaged equipment at its current replacement cost.
 - (b) One (1) Frontier high speed internet access service. Subject to the terms and conditions applicable to other retail customers, including credit qualification and payment of applicable charges, customer may upgrade HSIA bandwidth at the difference between Frontier's standard retail market rate for the HSIA and Frontier's standard retail market rate for the higher bandwidth internet access retail service at the time of purchase.
- (2) The Demonstration Account will be located in a public location at the Customer's discretion, subject to Frontier's reasonable approval and any applicable restrictions. The Demonstration Account cannot be used as a public Wi-Fi hotspot. Customer agrees to provide, at its expense, any and all equipment, other than the Frontier Equipment; e.g., televisions and computers, and install such equipment required to display or utilize the Demonstration Account. Other than the pricing accommodations being offered by Frontier, Customer agrees to abide by all terms and conditions and restrictions applicable to standard customers of any Demonstration Account as if it were a subscribing customer. The Demonstration Account will include standard installation at no charge to Customer and there shall be no monthly recurring charge to Customer for the Demonstration Account; provided, however, Customer shall be responsible for paying applicable one-time and monthly taxes and other governmental fees and surcharges typically charged by Frontier for the services. Customer agrees that Frontier may place, or Customer shall place at Frontier's direction, signage at the premises where the Demonstration Account is being delivered advertising Frontier as the service provider; such signage shall be paid for by Frontier and installed by Frontier or Customer at Frontier's request at the visibility point designated by Frontier.
- (3) Customer may order the following additional services for use with the Demonstration Account at the same rate charged for similarly situated retail customers: non-standard installation, internet speed upgrades, or additional programming when made available. Customer will be responsible for charges for upgrades or additional services on the account where Demonstration Accounts are provided. Demonstration Account will not be provided if the Customer is disconnected for non-payment for upgrades or additional services. All equipment not expressly purchased shall remain the property of Frontier and subject to applicable terms and conditions for the corresponding service.
- (4) Frontier reserves the right to modify or cancel any Demonstration Account (including any related additional services purchased under Section (3), above), at any time with or without notice, provided Frontier will provide prior notice of any price increase within its control.