

BULK SERVICES AND MARKETING AGREEMENT

FIBER OVERBUILD – MENLO PARK CONDOMINIUMS

This **BULK SERVICES AND MARKETING AGREEMENT** ("Agreement") is entered into as of the date that AT&T executes this Agreement ("Effective Date"), by and between **AT&T Services, Inc.**, a Delaware corporation with its principal place of business at 208 S. Akard Street, Dallas, Texas 75202, on behalf of certain Affiliates of AT&T whose products and services AT&T Services, Inc. is authorized to sell, ("AT&T"), and **Menlo Commons Homeowners Association** ("Association"), a California corporation, with its principal place of business at 353 Main Street, Redwood City, California 94063 ("Association"). AT&T and Owner/ Association may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. Menlo Commons is a condominium property located as described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

B. Association is a duly constituted homeowners' association established pursuant to, and organized as a legal entity, and is responsible for the operation of the Property. The Association's authority is derived in part from the [Declaration of Covenants and Restrictions/Master Deed and By-Laws], as is or will be recorded in the Public Records of San Mateo County, California, as amended from time to time (the "Declaration"). Pursuant to the Declaration, the Association may operate common areas and enter into contracts as defined in the Declaration, subject to all grants, reservations, terms and conditions contained therein. Association is or will be a successor in interest to and record owner of or controls the common areas of the Property.

C. AT&T and its Affiliates are in the business of delivering communications and other services, which include but are not limited to any audio, video, Internet access, local telephone, long distance and any other services which AT&T and its Affiliates offer for sale to consumers on a generally available basis on their networks.

D. In order to be able to provide the End Users of the Property with use of the Bulk Services as a benefit of living at the Property, and in order for Association to obtain those services at an attractive price, Association has asked AT&T and AT&T has agreed to provide those services on a "bulk" basis to the Residential Dwelling Units on the Property, subject to the terms and conditions contained in this Agreement, whereby AT&T will invoice Association for all Bulk Services (as defined in Exhibit B) provided to Association for use by the End Users at the Property and AT&T shall have the exclusive right to contract with Association to provide the Bulk Services under a bulk billing arrangement for the Property.

E. In addition to providing the Bulk Services, Association has asked AT&T and AT&T has agreed to allow End Users to purchase certain additional "premium" features and services that are not included in the Bulk Service, subject to the terms and conditions contained in this Agreement, and such premium services will not be included under the bulk billing arrangement.

F. Association intends that AT&T shall, consistent with this Agreement, be granted rights to install and operate Equipment and deliver AT&T Services, to residents of the Property and acknowledges that AT&T will make a substantial investment in order to provide the Bulk Services.

G. In addition to the foregoing, Association agrees to assist AT&T with the marketing and promotion of certain other AT&T services as described in Section 8 below on behalf of AT&T at the Property to current and prospective residents at the Property.

NOW, THEREFORE, for the mutual consideration set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as set forth below.

TERMS AND CONDITIONS

1. Definitions. Capitalized terms defined above or in the text of this Agreement shall have the meanings set forth herein. Other capitalized terms shall have the respective meaning set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

2. AT&T Services Description.

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

2.1.1 Subject to the terms and conditions herein, AT&T agrees that the Bulk Services provided to the Association pursuant to this Agreement and the Other Services provided to the End Users will be equal in quality to the same Services provided to other similarly situated AT&T customers served in the same metropolitan area of the Property. End Users may upgrade the Bulk Service by purchasing Premium Services as described below.

2.2 Other Services.

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

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

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

3. Payment Terms for Bulk Services. Association will pay AT&T a Bulk Monthly Fee for each Residential Dwelling Unit for the Term as described on Exhibit D, attached hereto and made a part hereof.

4. Term and Auto-Renewal. This Agreement shall commence when fully executed by both Parties, and shall continue for five (5) years from the date of the first Bulk Bill sent by AT&T to the Association (the "Initial Term"), unless terminated in whole or in part as provided for in Section 3 of Exhibit E. **Upon the Effective Date, this Agreement shall supersede Contract/Agreement W1205021642 dated June 27, 2012.** THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR PERIODS ("RENEWAL TERM") UNLESS EITHER PARTY GIVES NOTICE TO THE OTHER AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR RENEWAL TERM OF ITS INTENT NOT TO RENEW. The Initial Term and Renewal Term(s) shall be referred to as the "Term".

5. Alternative Arrangements. During the Term, Association hereby agrees that it will not enter into any other bulk billing agreement with another service provider with respect to any services competing with an AT&T Service at the Property. Association will not contract with or permit any third party to promote any services which compete with the Bulk Services and shall ensure that any contractors or other representatives of Association comply with the restrictions set forth in this Section. Nothing in this Agreement is intended to, nor shall it be construed to, preclude any End User from electing to receive services from another provider. This Agreement shall not constitute an exclusive services facilities contract.

6. Service Delivery.

6.1 Installation, Maintenance and Repair. AT&T shall install, own, and maintain the System (as defined below) at the Property at its own expense. AT&T may utilize the existing wiring within the individual units. Using industry standard placement procedures, AT&T (or its subcontractors) may install the System, new wiring and equipment on the Property (including on the side of the building, in telecom closets, in risers, and in tenant/homeowner space). AT&T will repair any damage to the Property that it causes while installing the System, wiring or facilities. AT&T shall provide and maintain its Equipment from its central office to the AT&T Service demarcation point(s) for the Property ("Demarc(s)") if Association makes available the necessary space and power. AT&T will provide technical support for the Bulk Services that is equivalent to that generally available to customers of AT&T's residential services comparable to the Bulk Services. AT&T shall maintain and repair Bulk Services from the network side of the Demarc through its network in addition to the CPE (as defined in Section 6.3 below). In the event an End User trouble is located on the End User side of the Demarc and is not CPE, and the End User and AT&T agree that AT&T will repair the trouble, AT&T shall bill the End User, where applicable, at AT&T's standard repair rate.

Excluding the fiber optic installation which will be installed per the mutually agreed to Design Plan attached as Exhibit F, AT&T may, at its own expense, take any actions which are necessary or convenient, in AT&T's reasonable opinion, to install, operate, alter, maintain, replace, supplement or remove Equipment and to deliver the AT&T Services. Notwithstanding the above, if installation of the Equipment will require a significant disturbance at the Property or coordination with the Association, AT&T will provide its plans for the Equipment to Association prior to installation, including the location of all above-ground Equipment in the common areas of the Property that AT&T proposes to install at the Property. AT&T's selection of the particular Equipment, and Equipment manufacturers, shall be at AT&T's discretion. Association shall approve or reject AT&T's plans within ten (10) days following receipt. Failure of Association to approve or reject such plans within ten (10) days shall constitute approval. Association's approval of the plans for the Equipment may not be unreasonably withheld or delayed, except that Association's approval of the location of above-ground Equipment is in Association's sole discretion, subject to reasonable technical feasibility constraints from AT&T. Association and AT&T shall work in good faith to resolve any objections related to the installation and placement of Equipment, including above-ground Equipment sites. Such approvals are not required for similar or like replacements of the components of the Equipment, unless the replacements will change the aesthetics of the Property.

AT&T shall restore any damaged portion of the Property to a condition that is as close to its original condition prior to the performance of such work on the Equipment as is commercially reasonable and shall replace all facilities or improvements including any trees, shrubbery or grass located thereon. AT&T shall give a thirty (30) day notice to Association prior to commencing any repair work on the Equipment that will result in a significant disturbance to the Property. AT&T shall not be required to give notice to Association, however, in an emergency situation where such notice cannot practicably be given or for routine servicing and repair of the Equipment.

6.2 Ownership. All Equipment used at the Property, whether installed by AT&T or otherwise, will remain the sole property of AT&T during and after this Agreement, and Association acknowledges that it has no right, title or interest in or to any of the Equipment. No piece of Equipment will be deemed to be a fixture or in any other manner a part of the Property owned and controlled by Association or End Users.

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

6.4 Vendor Use. AT&T reserves the right to utilize a third party vendor or provider to perform any of its obligations, in whole or in part, contemplated by this Agreement; provided, however, such use shall not relieve AT&T of any of its obligations under this Agreement.

6.5 Inside Wire.

6.5.1 Inside Wire Provision. If Association controls wiring between the Demarcs and the wall jacks inside the Unit, the Association shall provide and maintain its wire, cable, and connector jacks from the Demarcs to the wall jacks in the Residential Dwelling Units (“Inside Wire”) and while AT&T is using a specific portion of Inside Wire within a Residential Dwelling Unit to provide an AT&T Service, allow AT&T to be the only user of such portion of Inside Wire. Association may allow another provider to use an unused portion of Inside Wire at the Property to serve an End User that is a subscriber to multiple providers. AT&T’s provision of the Bulk Services to all or any portion of the Property is subject to AT&T’s technical evaluation to determine whether the Inside Wire meets the following minimum specifications. AT&T shall have no obligation to provide AT&T Services where the Inside Wire does not meet AT&T’s minimum wiring specifications required to accommodate provision of such AT&T Service as listed below. Association understands and acknowledges that pursuant to 47 C.F.R. § 64.105, Association may establish separate demarcation points for each customer at the Property, or a single demarcation point for all customers for the entire premises. Association desires and elects that AT&T establish multiple demarcation points at each customer’s premises (i.e., unit) on the property (i.e., multi-unit premises), with each demarcation point no further inside the customer’s premises than 12 inches from where the wiring enters the customer’s premises, or as close thereto as practicable.

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

7. Obligations of Association.

7.1 Non-Interference With Equipment. Except as authorized by AT&T, Association may not attach any device to any Equipment or otherwise disturb, use or interfere with any Equipment. Association will use its best efforts to prevent persons that are not authorized by AT&T from attaching any device to, disturbing, or using any Equipment on the Property. Association will promptly notify AT&T of any known or suspected occurrence of the foregoing.

7.2 Changes to or Sale of the Property. If Association makes changes to the Property which require AT&T to relocate any Equipment, then Association will reimburse AT&T for its reasonable relocation costs within thirty (30) days of receipt of invoices from AT&T. In addition, Association shall provide written notification to AT&T at least thirty (30) days before the sale or other conveyance of all or a portion of the Property.

7.3 Access to Property. Subject to the provisions regarding marketing set forth herein, Association will provide employees, agents, and contractors of AT&T reasonable access, at no charge, to each Property to (i) market the Services, (ii) the right to deploy (install, own, repair, operate, remove, improve, and maintain) a Property wide fiber optic network (including extension of fiber optic facilities to each Unit) and/or other wire facilities, innerducts, conduits, raceways, moldings, network cabinets and other related equipment capable of accommodating voice, data and video transmissions and/or other services (the “System”) at the Property and (iii) perform installation of the Property-wide fiber optic network, as further described in Design Plan attached hereto as Exhibit F and (iv) perform any and all work required to provide or maintain any service that AT&T may offer. Unless otherwise required by Laws or as limited herein, this right of access, as described in Section 6.(ii), shall survive the Contract for as long as AT&T is serving customers on a Property. In the event Association sells or transfers ownership or control of any Property to a third party, Association shall ensure, through any legal, contractual or other documents that may be required, that any such successors of Association will also provide the employees, agents, and contractors of AT&T reasonable access described in Section 6.(ii). Notwithstanding anything to the contrary in this Contract, if AT&T requires additional property rights to place or access any of its Facilities from Association and Association does not grant such rights or if AT&T subsequently loses such rights, AT&T (i) shall not be obligated to provide Services at a Property, (ii) will be entitled to recapture any payments made pursuant to this Contract and (iii) may terminate this Contract upon thirty (30) thirty days written notice. In the event Association conveys portions of a Property to a third party, Association will take all necessary actions to ensure the continuation of the aforementioned rights, through reservation of such rights for itself and for AT&T and its successor, through related land sale Contracts, or other binding means.

7.4 Unit Access: During the initial installation of the fiber overbuild network, Association will, at dates and times mutually agreed in advance by the Parties, and/or pursuant to the terms of the Design Plan, provide personnel to grant access to AT&T workers, crews, or AT&T subcontractors into all necessary otherwise locked on-site locations (e.g., gates, residential Units, equipment closets) for AT&T to timely meet its fiber optic installation obligations inside such Units, and to timely relock such doors upon AT&T's or its subcontractor's completion of work within such locations. In furtherance of same, Association will contact each respective Resident, gain access approval and coordinate the scheduling of AT&T's (or its subcontractor's) arrival into the respective residential Units in order for AT&T (or its subcontractor's) to complete the initial installation of the fiber optic network at the Property according to the agreed schedule. By way of illustration only: Entry to Floor 1, Building C, All Units, the week of 10/15/2016.

In an effort to reduce the installation time required, Association will provide its Residents with a common sense to-do list for the day(s) AT&T (or its subcontractor) will require access to the unit, such as securing all pets, removing valuables or delicate perishables from the work area and disengaging any burglar alarms/privacy locks. Additionally, Association will let the Resident know that if Resident wishes to be at home while AT&T works within the unit, AT&T will require that an adult over the age of eighteen (18) be present.

7.4 Property wide fiber-optic network Design Plan: The Parties agree that AT&T has conducted an evaluation of the Property for the construction of a Property wide fiber-optic network including extension of fiber optic facilities to each Unit, and placement of innerducts, conduits, raceways, moldings, network cabinets and other related equipment, as necessary, capable of accommodating voice, data and video transmissions and/or other services at the Property and has delivered a design plan to Owner. The terms and conditions set forth in the AT&T Design Plan, Exhibit 1, attached and incorporated herein demonstrates the Parties agreement on such design plan. The Parties agree that there may be issues that may arise during the construction that may require a revision or addition to the Design Plan. If such changes arise, the Parties agree to jointly agree on any required modifications for resolution of the issue.

7.5 No Additional Charges. Association shall not market or bill charges for the Bulk Services to End Users at rates higher than those charged to Association by AT&T, but Association charges may include the reasonable costs of administering, billing and collecting such charges.

8. Marketing Obligations.

8.1 Association's Marketing Obligations. Association will promote the Other Services to End Users by prominently displaying AT&T provided literature in on-site offices, if available, at mutually agreeable locations, including, without limitation, AT&T contact information in any utility contact lists that Association provides to End Users, distributing AT&T provided literature to prospective End Users and including, without limitation, such literature in move-in packets if provided to End Users and including mutually agreeable references to the Other Services in newsletters, websites and community portals where available. Association will also permit AT&T to train on site staff on the latest AT&T products and promotions and allow on-site staff to participate in AT&T award programs and sales promotions. Upon specific approval by Association or onsite personnel of each specific instance, AT&T may conduct on-site promotional events post promotional materials and signage at the Property, leave door hangers, market door-to-door and/or include a link to AT&T website in Property websites and community portals. Association agrees to market the Services in a commercially acceptable manner.

8.2 Association Marketing Compensation.

8.2.1 Provided Association is not breach of its obligations under Section 8.1, AT&T will compensate Association pursuant to the following terms and conditions (the "Compensation"):

a. Additional Commission Payment: In consideration of Association's performance of its obligations under this Agreement, AT&T will pay Association an ("Additional Commission Payment"). For the purposes of this Agreement, Additional Commission Payment shall mean an amount equal to the total number of units at the Property, as defined in Exhibit A, **multiplied by one hundred dollars (\$100.00)**. The Additional Commission Payment will be paid to Association within sixty (60) days after the Effective Date plus nine months.

i. AT&T may recapture a prorated portion of the Additional Commission Payment in the event (i) AT&T terminates this Agreement due to a(n) Association breach, (ii) Association terminates this Agreement for any reason other than breach by AT&T prior to the Expiration Date, or (iii) Association transfers the Property during the Term without assigning this Agreement in accordance with its assignment provisions. The amount of the recaptured Additional Commission Payment will be determined by multiplying the Additional Commission Payment by the fraction generated by dividing the number of months remaining in the initial Term by the total number of months in the initial Term.

AT&T may deduct such recaptured Additional Commission Payment from any future payments owed to Association for any purpose. If the Agreement is terminated or a Property transferred without assignment prior to the end of any given month, Association will retain the pro rata Additional Commission Payment for such month.

b. No Compensation shall be paid to Association until AT&T receives an official W-9 form (or a valid letter 147-C) from the Association wherein all information (including the Payee name and Federal Tax Identification Number ("Taxpayer ID")) matches the information provided in Exhibit A of this Agreement and the IRS records for such Payee and a Form 590 for California as required. A LTR 147C form may be requested from the IRS (Department of the Treasury) by the Association. All Compensation will be based on AT&T's summary billing records as established by AT&T verification of the address information provided by the Association. Association may request the format for submitting the address information from AT&T at the email address on Exhibit A. If a commission check is returned to AT&T as undeliverable to the payee address in Exhibit A, AT&T shall notify the contact person listed in the legal notices section of Exhibit A of such returned check and may hold further commission checks until Association provides a valid W-9 accompanied by an email or letter from Association (from an e-mail address or on letterhead clearly identifying Association) confirming the correct address for delivery of commissions, after which (i) such address shall be used as the payee address for all commissions and (ii) within sixty (60) days, AT&T shall make any payments that were held. No Compensation is payable for any Property currently under agreement with AT&T by a third party.

i. Association acknowledges that AT&T's purpose for paying the Compensation in exchange for the Association's performance of its obligations under Section 8.1 is to achieve a higher number of customers for the Other Services than would otherwise occur among End Users of the Property. Notwithstanding anything herein to the contrary, if Association breaches its obligation to market exclusively the Other Services, then AT&T may terminate its obligations to pay the Compensation immediately upon written notice and shall be entitled to remedies for damages resulting from such breach.

c. Complimentary Accounts: Upon completion of the Property-wide fiber optic network and fiber based service orders for residential Services are able to be provisioned, AT&T will provide the following on a complimentary basis ("Complimentary Service") for **three (3)** total accounts, as described below.

i. AT&T will provide **two (2)** U-Demo U-verse video service (excluding any over-the-top-content (OTT) regardless of the provider) accounts with Internet Access service with up to 1G download speed ("U-Demo Combo"). This U-Demo Combo must be located in the sales or leasing lobby area, public-facing. Must be in a location where AT&T GigaPowerSM is available.

ii. AT&T will provide **one (1)** U-verse Business Public high definition (HD) video service with Internet Access service up to 1G download speed ("B-Comp Video/U-Demo HSIA"). The B-Comp Video/U-Demo HSIA Service will be located in public locations at the Owner's discretion, with Installation subject to AT&T's reasonable approval and any applicable restrictions.

iii. Equipment consists of the following:

- U-Demo Combo: AT&T will provide, at no charge, one (1) HD set top box (STB) with video recording capability, and up to two (2) additional HD STBs without video recording capability.
- B-Comp Video: AT&T will provide up to seven (7) HD set top boxes ("STBs") without video recording capability, and one wireless router (Residential Gateway).
- AT&T will provide, at no charge, one wireless router (Residential Gateway) per Internet Complimentary Service account as described above.

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

iv. Owner may order the following additional services for use with the B-Comp Video Service, as applicable, at the same rate charged for similarly situated retail customers: non-standard installation, static IP, RF remote controls, Internet upgrades, business Voice over Internet Protocol Unlimited Service. On the account where B-Comp Services are provided, Owner will be responsible for charges for upgrades or additional services that the Owner has ordered, including any applicable one-time and monthly taxes, fees, and surcharges associated with such upgrades or additional services that AT&T is lawfully allowed to pass through to similarly situated retail customers in the

same market area who purchase equivalent services. B-Comp Video Service will not be provided if the Owner is disconnected for non-payment for upgrades.

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

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

9. General Terms and Conditions. The Parties agree to the terms and conditions set forth in Exhibit E.

10. Entire Agreement. This Agreement and Exhibits A through E, incorporated herein by reference, constitute one and the same legally binding instrument and the entire agreement between Association and AT&T as to the matters provided for herein, and it supersedes all prior oral or written agreements between the Parties with respect to the matters provided for herein.

11. Counterparts; Signatures. The Parties may execute this Agreement in multiple identical counterparts, each of which constitutes one and the same Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for this Agreement and shall bind the Parties to the same extent as that of an original signature.

(SIGNATURE PAGE FOLLOWS)

UNLESS PREVIOUSLY WITHDRAWN OR IF THIS CONTRACT IS SUBSEQUENTLY EXECUTED BY AT&T, THE PROPOSED TERMS OF THIS AGREEMENT SHALL EXPIRE IF NOT SIGNED BY ASSOCIATION AND DELIVERED TO AT&T ON OR BEFORE MARCH 31, 2017. SUBMISSION OF THIS CONTRACT FOR EXAMINATION OR SIGNATURE DOES NOT CONSTITUTE AN OFFER BY AT&T FOR THE MARKETING OF SERVICES DESCRIBED HEREIN.

NOW, THEREFORE, the Parties, being fully apprised of all the contents and obligations contained in this Agreement, and intending to be fully bound thereby, hereby execute this Agreement, through their respective representatives, who are duly authorized to legally bind each Party.

SO AGREED:

**Menlo Commons Homeowners
Association,**
a California corporation
(Association)

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

Signature

Hal Harbakin

Printed/Typed Name

President

Title

Date

Signature

Typed Name

Senior Customer Contracts Manager – AT&T

Connected Communities

Title

Date

**EXHIBIT A
 PROPERTY DESCRIPTION**

Property Association: Menlo Commons Homeowners Association Attn: Janis Sandy 353 Main Street Redwood City, California 94063 Tel: 650-224-5943 Fax: 650-637-1616 Email: jsandy@manorinc.com	Payee: Name of Payee: Menlo Commons Homeowners Association Taxpayer ID: 94-2430535 Send commission checks to: Menlo Commons Homeowners Association Attn: Accounting 353 Main Street Redwood City, California 94063
---	---

Property Name	Leasing Office Address Street, City, State, Zip phone, fax, email	Number of Units	Services* to be Association included as a Bulk Service	Services* to be Exclusively Marketed by Association
Menlo Commons	2140 Santa Cruz Ave Menlo Park, CA 94025 Telephone: N/A Fax: N/A	122	V, IA, UV	V, IA, UV
	Total Units	122		

"V" = Voice

"IA" = Internet Access

"UV" = U-verse TV

LEGAL NOTICES AND BULK BILLING ADDRESSES

To Association: Legal Notice Address: Menlo Commons Homeowners Association Attn: Janis Sandy 353 Main Street Redwood City, California 94063 Tel: Fax: 650-637-1616 Email: jsandy@manorinc.com	To AT&T – Legal Notices: AT&T Connected Communities Attention: Contract Management 208 S. Akard Street, 7th Floor - NC Dallas, Texas 75202 Facsimile: 214-486-8170
Address for Bulk Bills: Menlo Commons Homeowners Association Attn: Janis Sandy 353 Main Street Redwood City, California 94063 Tel: Fax: 650-637-1616 Email: jsandy@manorinc.com	

PROPERTY ADDRESS FORM

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

**EXHIBIT B
DEFINITIONS**

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

1 “Affiliate” is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent (10%).

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

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

(b) “Internet Access” includes landline U-verse and Non-U-verse Internet Access Service, as available, and its high-speed digital data communication capabilities and interconnectivity with the Internet, including ISP services and transportation of and access to other ISP products, excluding dial up Internet access services; and

(c) “U-verse® TV” is the provision of a video entertainment medium suitable for television, screen, or other projection delivered by AT&T via Internet Protocol (excluding any over-the-top-content (OTT) regardless of the provider) over a coax, copper or fiber facility.

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

4 “Bulk Billing Start Date” or “BBSD” is no sooner than the date the first Resident orders Bulk Service. The BBSD is the date that billing for Bulk Services to the Association and billing for Premium Services to an End User, begins for any of the Residential Dwelling Units.

5 “Bulk Monthly Fee” is the monthly recurring charges, as described and set forth on Exhibit D, excluding taxes and fees, that are billed to Association for Bulk Services for each Residential Dwelling Unit during the Term.

6 “Bulk Services” are the AT&T Services (e.g., video, data, etc.) set forth in Exhibit C that AT&T will provide to Association for use by End Users pursuant to this Agreement. Exhibit C further sets forth the specific tier of service offering of each AT&T Service included in the Bulk Services under this Agreement.

7 “End User” is an occupant of a Residential Dwelling Unit to whom an AT&T Service is made available for use.

8 “Equipment” is all wires, cables, antennas, towers, connectors, amplifiers, couplers, splitters, tuners, modulators, CPE (as defined in Section 6.3), and any other equipment and facilities owned and provided by AT&T or one or more of its Affiliates from time to time which are used to deliver AT&T Services. Equipment shall not include inside wire.

9 “Other Services” means the AT&T Services described in Section 2.2 and marketed by Association pursuant to Section 8.1. The Other Services do not include the Bulk Services.

10 “Residential Dwelling Units” or “Unit(s)” include all types of residential dwelling units on the Property including, but not limited to: single-family homes, duplexes, town homes, condominiums, and rental apartments, constructed within the Property, and certified as ready for occupancy, whether occupied or not; but excluding commercial buildings/structures, common areas under the control of an association such as a homeowner’s or property owner’s association, and the commercial portions of mixed-use buildings.

EXHIBIT C
BULK SERVICES

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

BULK DATA SERVICE

AT&T's 24M data product with downstream speeds of up to 24 Mbps will be made available to Association for use by End Users pursuant to this Agreement. The data Bulk Service shall include the features that are made available by AT&T for the equivalent retail offering of data services to similarly situated AT&T residential customers in the same geographic area.

BULK VIDEO SERVICE

AT&T's video Bulk Service shall include U-verse® TV U-200 service, with a minimum of approximately two hundred (200) channels to be provided to each End User including HD; provided, however, that the channel line-up may vary during the Term. AT&T will provide video Bulk Service to two (2) End User provided television(s) per Residential Dwelling Unit via an Residential Gateway and two (2) set top boxes, two (2) of which shall have DVR capability, provided by AT&T. The video Bulk Service shall include the features and channels that are made available by AT&T for the equivalent retail offering of U-200 services to similarly situated AT&T residential customers in the same geographic area.

The individual services and total channels included in AT&T's video services will vary by market, depending on the specific DMA (Designated Market Area) in which the property is located, AT&T's ability to secure related content rights for the individual services, and the actual commercial availability date of the features still in development. Referenced service components listed in this document reflect current plans. These plans are subject to change based on various business factors.

BULK VOICE SERVICE

Bulk Voice Service Features available for selection by End User included in Bulk Monthly Fee:

Flat Rate Residential Exchange Service
Call Waiting
Call Forwarding
Preferred Call Forwarding
Caller ID
Caller ID Deluxe
Call Block
Anonymous Call Rejection
Three Way Calling
Unlimited Nationwide Long Distance
Voice Messaging/Voicemail

End Users shall have access to the same voice service features available to similarly situated U-verse voice residential customers, including those above. Bulk Voice Service shall be limited to U-verse Voice Services and shall not include voice services not provisioned over the U-verse platform unless Uverse voice services are unavailable and inoperable;

EXHIBIT D
PAYMENT TERMS FOR BULK SERVICE

1. Bulk Monthly Fee. The Bulk Monthly Fee is **seventy two dollars (\$72.00)** per Residential Dwelling Unit excluding applicable taxes and applicable fees, and is subject to increase as provided herein.

2. Bulk Billing Implementation. AT&T will begin billing the Bulk Monthly Fee on the BBSD and invoice Association each month for all Bulk Services provided pursuant to this Agreement (the "Bulk Bill"). The first Bulk Bill will be issued in the month following the month in which the BBSD occurs. For the first sixty (60) days following the BBSD, the Bulk Monthly Fee will apply only to those Residential Dwelling Units where Bulk Services have been activated by an End User and following such period, the Bulk Monthly Fee will apply to all Residential Dwelling Units at the Property.

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

3. Payment Terms. Association will pay the Bulk Bill on or before the 30th day after the date of the Bulk Bill ("Due Date"). Association will pay a \$35 charge for any check returned for non-sufficient funds. Association will reimburse AT&T for all costs, including, without limitation, attorney fees, incurred in any attempt to collect any balance unpaid thirty (30) days after its due date. If full payment is not received within thirty (30) days after the Due Date, in addition to any rights it may have, AT&T may send notice to Association that it will terminate, or suspend, at AT&T's election, the provision of the Bulk Services, if payment is not received within ten (10) days of the date of such written notice. Association shall defend, indemnify and hold AT&T harmless from any and all third party claims or causes of action of any nature arising from termination or suspension of Bulk Service for such non-payment. Payments received by AT&T after the Due Date will bear interest at an annual rate equal to the lesser of (i) 18% or (ii) the maximum permitted by applicable law.

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

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

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Representations and Warranties.

1.1 Association represents and warrants that during the Term:

(a) Association has all necessary permissions and corporate or other legal authority to enter into and perform this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Association in accordance with its terms;

(b) Association is a duly organized corporation and in good standing in the State of California;

(c) No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights conflicts with Association's obligations under this Agreement, and Association's entry into and performance of this Agreement will not cause any default under any of the foregoing. Association will not, during the Term, enter into any other agreement or amend the Declaration (or consent to any proposed amendment to the Declaration) in a manner that would interfere with or frustrate the mutual intent and obligations of the Parties, or adversely affect AT&T's rights, as set forth herein; and

(d) Association is or will be the record owner of, or otherwise has all necessary rights to control and operate, the common elements of the Property.

(e) **Representations of Association:** Association represents that it is the association, or is the duly authorized agent of the Property and that the person signing this Contract is authorized to execute and deliver this Contract on behalf of Association and will provide certifying documentation of their authorization upon AT&T request. Association further represents that it is not party to any agreement with a third party that would conflict with the terms and conditions of this Contract. As this is a multi-year agreement, Association further represents that the terms of this Contract conform to the authority provided to the Association pursuant to its articles and by-laws, and that it has obtained any and all needed approvals, if any, and in the manner, required by state law, from its membership sufficient to meet its contractual obligations hereunder.

1.2 AT&T represents and warrants that during the Term:

(a) AT&T has or will acquire all necessary permissions and corporate or other legal authority to enter into and perform this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against AT&T in accordance with its terms; and

(b) AT&T is a duly organized corporation and in good standing in the State of Delaware.

2. Assignment.

2.1 Assignment by AT&T. AT&T may not assign this Agreement to any third party without the prior written consent of Association, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, AT&T may assign this Agreement without the consent of Association to (a) any Affiliate, or (b) a purchaser of all or substantially all of its assets or in connection with a consolidation or merger of AT&T (or that portion of AT&T providing all or any material portion of the services under this Agreement).

2.2 Assignment by Association. Association may not assign or transfer any of its rights, duties or obligations with respect to this Agreement without the prior written consent of AT&T, which consent shall not be unreasonably withheld, denied or delayed. Specifically, among other reasons, consent may be withheld if the proposed assignee does not pass AT&T's credit qualifications or post a required security deposit.

2.3 Other Attempts Void. Any attempt to assign this Agreement or any rights hereunder except in accordance with this Section will be void. This Agreement shall remain in full force and effect as between AT&T (or its assignee) and Association (or its successor) for the Term.

3. Termination.

3.1 If AT&T breaches any of the material terms, conditions, obligations, or representations contained in this Agreement and does not cure such breach within thirty (30) days of written notice of such breach, then Association may (as its sole remedy, except for any credits that may be payable for downtime) terminate this Agreement; provided, however, that if such AT&T breach applies solely with respect to the Other Services, then, notwithstanding the foregoing, Association may only (as its sole remedy, except for receipt of accrued but unpaid Compensation) terminate Association's marketing obligations under Section 8.1 of the Agreement and AT&T's obligations under Section 8.2 of the Agreement and, in such case, all other provisions of this Agreement as they relate to the Bulk Services shall continue in full force and effect. In addition, Association may (as its sole remedy except for any credits that may be payable for downtime and any accrued but unpaid Compensation), terminate this Agreement if AT&T becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an

assignment for the benefit of creditors, or admits in writing its inability to pay debts when due.

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

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

4. Dispute Resolution - Arbitration.

4.1 In the event of any dispute, claim or controversy arising out of or related to this Agreement or breach thereof, the Parties shall use commercially reasonable efforts to settle such disputes, claims or controversies by consulting and negotiating with each other in good faith and attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a resolution within thirty (30) days, the dispute, claim or controversy shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) for expedited arbitrations, unless modified herein. The arbitration shall be held before a single arbitrator selected in accordance with said rules. The arbitrator shall hear and determine any preliminary issue of law asserted by a Party as dispositive to the same extent that a court could hear and determine a motion for summary disposition (such as a motion for summary judgment under United States Rules of Civil Procedure Rule 56 by a U.S. District Court). A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

4.2 Neither Party nor the arbitrator may disclose the existence, content, or results of the arbitration without prior written consent of both Parties. There shall be no discovery other than the exchange of information that is required by the arbitrator from the Parties. The arbitration award shall be in writing and shall specify the legal and factual basis for the award. Each Party shall bear its own costs, attorney's fees and disbursements, regardless of which Party prevails.

4.3 Disputes that meet the small claims court requirements in the state in which the Bulk Services are provided may be resolved in small claims court. The Parties agree that this Section 4 shall not apply to debt collection matters, disputes relating to Intellectual Property, and that Title 15 Chapter 48 of the Code of Laws of South Carolina shall not apply to this Agreement or to any arbitration or award hereunder.

4.4 Disputes under this Agreement may not be (a) resolved on a class-wide basis, (b) joined with another lawsuit, or (c) joined in arbitration with a dispute of any other entity. The arbitrator may not award, and the Parties waive any claims for awards for, punitive damages or attorney fees or any damages that are barred by this Agreement, unless such damages are expressly authorized by a relevant statute.

4.5 Nothing in this Agreement shall be construed to limit either Party's right to obtain equitable or injunctive relief in a court of competent jurisdiction in appropriate circumstances.

5. Limitation and Disclaimer of Liability.

5.1 NEITHER PARTY NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE, INDIRECT OR SPECIAL DAMAGES SUFFERED BY THE OTHER OR ANY OTHER PARTY (INCLUDING, WITHOUT LIMITATION, END USERS), NOR SHALL AT&T HAVE ANY LIABILITY FOR LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF ANY DATA OR INFORMATION, OR TOLL FRAUD SUFFERED BY ASSOCIATION OR END USER, AS A RESULT OF THIS AGREEMENT OR EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT WHETHER IN TORT OR CONTRACT, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, INCLUDING WITHOUT LIMITATION NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM, OF A DEFECT IN EQUIPMENT, REGARDLESS OF THE FORESEEABILITY THEREOF. ASSOCIATION EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH OR AS PART OF THE SERVICES. ASSOCIATION AGREES THAT ASSOCIATION WILL NOT IN ANY WAY HOLD AT&T RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES, EXCLUDING AT&T'S SUBCONTRACTORS, IN CONNECTION WITH AT&T SERVICES. IN ADDITION, AT&T SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO ASSOCIATION RESULTING FROM ANY CLAIMS BY END USERS RELATING TO ASSOCIATION'S ENTRY INTO THIS AGREEMENT WITH AT&T OR THE TERMS OF THIS AGREEMENT.

5.2 In the event that a court should hold the limitations of liabilities set forth in this Agreement are unenforceable for

any reason, Association agrees that under no circumstances shall AT&T's total liability to Association or any party claiming by, through or under Association for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including, without limitation, negligence, in the aggregate, exceed the amount of charges paid by Association for Bulk Services during the twelve-month period preceding the date such claim first arose.

5.3 AT&T shall not be responsible for any use of AT&T Services by End User or Resident, or End User's or Resident's authorized users or any third party. Without limiting the generality of the foregoing, AT&T shall not be liable to Association or to any End User for: (a) any claim or other action against Association by any third party (except as set forth in Section 8 of this Exhibit on infringement) relating in any way to an End User's use of AT&T Services; (b) any act or omission of any other entity furnishing products and services that are used by End User in connection with AT&T Services or for failure of any equipment provided by an End User in connection with AT&T Services; or (c) any damages or losses caused by the fault or negligence of Association or an End User's failure to perform his responsibilities.

6. Limitation and Disclaimer of Warranties. NEITHER AT&T NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE AT&T SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE AT&T SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

7. Remedies of Association. Association's sole remedy for any failure or non-performance of any Bulk Service (including, without limitation, any associated Equipment, Software or other materials supplied in connection with any Bulk Service) shall be (i) for AT&T to use commercially reasonable efforts to effectuate an adjustment or repair of Bulk Service and to receive a pro-rata refund or credit as set forth in Section 4 of Exhibit D, or (ii) if after 30 days from written notice of such failure or non-performance of any Bulk Service, such failure or non-performance results in downtime or degradation so substantial as to render a Bulk Service essentially unavailable to or unusable by more than 5% of the End Users at the Property for normal use and such is not due to the condition or failure of Association's or End User's wire to meet the specifications in Section 6.5 of this Agreement, to request termination of such Bulk Service, as applicable by providing 90 days written notice. The maximum credit for service downtime associated with a particular End User shall not exceed the total monthly bill to Association for such End User's Bulk Service for the month in which such downtime or failure occurs.

8. Infringement.

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

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

8.3 If a Bulk Service becomes, or in AT&T's opinion, is likely to become the subject of a claim of infringement, or a final injunction is obtained against Association or an End User prohibiting usage of such Bulk Service by reason of such infringement, AT&T will, at its option: (a) procure for Association and End User the right to continue using such Bulk Service as applicable (b) replace such Bulk Service with a non-infringing service substantially complying with the specifications of the applicable Bulk Service; or (c) modify such Bulk Service so it becomes non-infringing and performs in a substantially similar manner to the original service.

8.4 If the options in Sections 8.3(a), (b) or (c) of this Exhibit are not reasonably available to AT&T, then AT&T may direct the End User to cease use of such Bulk Service and return any amounts prepaid by Association for the applicable Bulk Service beyond the date such use ceases.

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

8.6 If promptly notified in writing of any action brought against AT&T, due to claims for infringement of United States

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

9. Indemnification. Each Party agrees to indemnify and defend the other Party from and against any and all liabilities, losses, damages, claims and expenses resulting from (a) a third party claim of bodily injury (including death) or tangible personal property damage to the extent caused by the negligence or intentional misconduct of the indemnifying Party, or (b) the indemnifying Party's breach of its obligations under Section 11 of this Exhibit. Notwithstanding the foregoing, AT&T shall have no obligation to indemnify or defend Association in connection with any claims by End Users relating to Association's entry into this Agreement with AT&T or the terms of this Agreement. In the event that a claim arises under this Section 9, the indemnified Party agrees to provide the indemnifying Party with prompt notice of any claim, and the indemnifying Parties will fully cooperate with the indemnifying Party in the defense of the claim. The indemnifying Party shall have sole control of the defense or settlement of any claim or suit, and the indemnified Party shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without the indemnifying Party's prior written approval.

10. Force Majeure. Neither Party will be liable for any delay or failure in delivery or performance of any of its obligations hereunder (except with regard to Association's obligations to pay for Bulk Services provided by AT&T) due to acts or omissions of any network or any other occurrence commonly known as force majeure, including, without limitation, war, riots, embargoes, accidents, acts of God, acts of terrorism, strikes or other concerted acts of workers, changes in law or government regulation, reallocation of resources resulting from any such events, or any other event beyond its reasonable control ("Force Majeure"). AT&T may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event AT&T shall have no liability to Association.

11. Advertising and Publicity.

11.1 Use of Marks. Each Party hereto recognizes and acknowledges the existence and validity of the other Party's and its Affiliates' intellectual property rights in its respective names, logos, trademarks, service marks, copyrights and/or other intellectual property ("Marks"). The Parties shall acquire no interest in the Marks of the other Party or the Party's Affiliates. Any request to use the other Party's Marks for the limited purposes stated in this Agreement other than by virtue of materials supplied by the Party owning such Marks shall be in accordance with the provisions set forth in an Affixation amendment to this Agreement or through a separate Trademark License Agreement duly executed between the owning Parties.

11.2 Sales, Advertising and Marketing. Association will use only materials supplied by AT&T (the "AT&T Materials") in promoting the Services described herein. The AT&T Materials will bear the Marks licensed exclusively by AT&T Intellectual Property ("ATTIP") and are provided solely in conjunction with the terms of this Agreement. Association is not authorized otherwise to use the Marks, in any form. Any use of the Marks that is not authorized by ATTIP is strictly prohibited. AT&T shall own all right, title and interest in the AT&T Materials. Upon termination or expiration of this Agreement, Association shall return to AT&T, or destroy, at the discretion of AT&T, any AT&T Materials in the possession of Association and shall cease using any portion of the AT&T Materials.

11.3 Publicity. Press releases, advertisements and other publicity statements, in any medium ("Publicity") that use, mention or imply Marks of AT&T are not permitted. Use or reproduction by Association for Publicity purposes of any testimonial quotations, thank you letters, reference letters or any other communications in any form or medium from AT&T, or its employees and/or agents is not permitted. Exceptions to the policies outlined above must be requested in writing solely from ATTIP, which may grant or refuse such requests in its sole discretion. Association agrees to submit to ATTIP in writing all such requests and materials relating to this Agreement. Association further agrees not to publish or use such Publicity materials without ATTIP's prior written consent.

11.4 Grant. Nothing in the Agreement will be construed as an assignment or grant of any license or other right, title or interest, either express or implied, with respect to any copyrighted material, logo, trademark, trade name, Marks, or any other intellectual property now or hereafter owned by any Party, or its Affiliates.

12. Confidential Information.

12.1 Each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the AT&T Services, and (c) this Agreement, all associated contract documentation and correspondence, and the Parties' rights and obligations hereunder shall be deemed "Confidential Information".

12.2 Each Party agrees that it will (a) not disclose any Confidential Information of the other Party to any third party (including, without limitation, through recordation by a Party of a copy of this Agreement in any governmental public record) without the disclosing Party's prior written consent, provided that a Party may disclose this Agreement and any disclosing Party's Confidential Information to those who are employed or engaged by the recipient Party, its agents or those of its Affiliates who have a need to have access to such information who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein, and (b) use the Confidential Information of the other Party solely for purposes of performing its obligations under this Agreement. Each Party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information.

12.3 If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration, such Confidential Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the disclosing Party with timely prior written notice of such requirement and coordinates with the disclosing Party in an effort to limit the nature and scope of such required disclosure. Nothing herein shall limit any obligation of the Association under applicable law requiring inspection and review of this Agreement by End Users and in connection with such, Association will identify this Agreement as Confidential Information under this Agreement by inserting a cover page to the Agreement with such in their records and include language informing its members of the agreement not to disclose such Confidential Information and will require its members to protect such to the full extent permitted under state law.)

12.4 The obligations set forth in Section 12.1 of this Exhibit will not prevent any Party from disclosing information that belongs to such Party or (a) is already known by the recipient Party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing Party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information.

12.5 Upon written request at the expiration or termination of this Agreement, all documented Confidential Information (and all copies thereof) owned by the requesting Party (if previously received by the terminating Party) will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party. The provisions of this Section shall remain in effect during the Term and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law. The Parties agree that monetary damages for breach of this Section 12 are not adequate and that either Party will be entitled to injunctive relief with respect to such breach.

13. Miscellaneous.

13.1 Governing Law. This Agreement is governed by and construed under the laws of California without regard to its principles of conflicts of law.

13.2 Notices. In order for any notice given under this Agreement to be effective, the notice must be in writing and sent to the address(es) set forth in Exhibit A by (i) facsimile; (ii) nationally-recognized overnight service; or (iii) by first class registered or certified mail, return receipt requested. Any notice sent in accordance with this Section will be deemed to have been received: (a) upon transmission confirmation if by facsimile; (b) one (1) business day after mailing, if sent by overnight service; or (c) five (5) business days after any other form of delivery. A Party may change its address for notices by sending written notice to the other Party.

13.3 Modifications and Waivers. No modifications to these terms, including, without limitation, handwritten modifications, are permitted or will be made without a duly executed written amendment between the Parties. No waiver of any provision of this Agreement will be effective unless executed in writing by the Party granting the waiver. If a Party fails to enforce any right under this Agreement, such failure will not be a waiver of such right. If a Party waives a breach by the other Party, such waiver is not a waiver of any other breach or any subsequent breach of the same provision.

13.4 Headings. The headings of this document are for convenience only, and are not for interpretation of this Agreement.

13.5 Severability. If a court of competent jurisdiction holds that any provision, or part hereof, of this Agreement is illegal, invalid or unenforceable, this Agreement and all other provisions will remain in effect, unless the illegal, invalid or unenforceable provision goes to the essence of this Agreement. The Parties will act in good faith in renegotiating such illegal, invalid or unenforceable provision to as closely reflect the original intent of the Parties as possible without changing the essence of this Agreement.

13.6 Compliance with Laws. The Parties shall each comply at their own expense with all applicable federal, state and local laws, rules and regulations ("Laws") in the performance of their obligations hereunder and the performance of each shall be contingent on obtaining all necessary legal and government approvals relating to such performance.

13.7 Regulatory Mandates. In the event this Agreement for any reason becomes the subject of a regulatory proceeding, Association will cooperate with AT&T in such proceeding. AT&T may, in the exercise of reasonable

judgment and good faith, modify this Agreement to the extent it deems it necessary to ensure compliance with any rule, regulation, order or other requirement of a regulatory body or other governmental agency; and to the extent any such modification materially alters the obligations of or materially reduces the benefits received by AT&T under this Agreement, the Parties shall negotiate in good faith to make equitable adjustments to the Agreement that allow either Party to receive the same level of benefits originally contemplated under the terms of the Agreement. If after such negotiations the parties are unable to agree on such equitable adjustments, either Party shall have the option to terminate this Agreement without further liability upon ninety (90) days written notice to the other Party. Furthermore, if the obligations of AT&T under this Agreement are materially altered by a change in the degree of regulation or by a change in the application or interpretation of any rule, order or regulatory requirement existing at the time of the execution of this Agreement, then AT&T shall have the option to terminate this Agreement without further liability upon written notice to the Association.

13.8 Insurance. Association will 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 for bodily injury or death and property damage liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies). Upon AT&T request, Association agrees to furnish certificates or other acceptable proof of the foregoing insurance. AT&T shall maintain at least equivalent insurance requirements as stated above. Upon request, AT&T will furnish proof of insurance.

13.9 Eminent Domain. If all or a part of the Property controlled by the Association shall be taken in any proceeding by a public authority, by condemnation or otherwise, or shall be acquired for a public or quasi-public purpose, which shall cause the remaining portion of the Property to be inadequate or unsuitable for use by AT&T, in its usual business, AT&T shall have the option to terminate this Agreement effective on the date possession of the Property is surrendered. In such event, the Parties hereby waive any claim against each other for the remaining portion of the Agreement.

13.10 No Liens. Neither Party shall cause, suffer, or permit any lien or claim of lien to attach to or encumber the property of the other Party as a result of or in connection with this Agreement. If any lien is filed against the property of a Party by anyone claiming through the other Party, then such other Party shall cause the lien to be removed or bonded around to the other Party's reasonable satisfaction within twenty (20) days after demand.

13.11 Binding Nature. This Agreement is binding upon and inures to the benefit of the permitted transferees, successors, and assigns of the Parties, and the rights, obligations, terms and conditions of this Agreement are to be construed as covenants running with the land.

13.12 Survival. Any respective obligations of the Parties hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

13.13 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a joint venture, partnership, or any agency or fiduciary relationship between the Parties. Neither Party has the power to create any obligation on behalf of the other.

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

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

13.16 Drafter. The Parties are deemed to have participated in the drafting and negotiation of this Agreement after consulting with their respective counsel of their own choosing. Therefore, this Agreement shall not be presumptively construed either in favor of, or against, any Party.

**EXHIBIT F
DESIGN PLAN**

****DESIGN PLAN BEGINS ON NEXT PAGE****

Attachment A - Scope of Work

1.0 General / Project Overview

- 1.01 For questions regarding this document, contact the Ethernet Support Center, 855-447-9560, option 2.
- 1.02 AT&T shall furnish and install materials associated with CCU-1609160394 MDU Project - Menlo Commons - Menlo Park CA, providing a certified design and installation. This installation will be per the floor plans and discussions with Janis Sandy (650-637-1616) and as further described below.

2.0 General Information

- 2.01 The Menlo Commons condos was built in 1977 and has 5 three story buildings. There is also a clubhouse and fitness room. There are a total of 122 living units.

3.0 Fiber Enclosure Placement

- 3.01 Each building has an MPOE in parking garage and 3 interior telephone/CATV cabinets. The fiber enclosures can go in the parking garage. A total of 5 fiber enclosures will be needed. Each fiber enclosure will feed between 21 - 27 units depending on layout.

4.0 General Description of Fiber Runs

- 4.01 The fiber will be attached to the building using the appropriate hardware for the building surface considering aesthetics and building construction type. The fiber should route from the fiber terminal in raceway to each side of the building then enter and use existing raceway already on side of building. We will route the fiber to the patios, and route through the unit to the media wall. Some units will need to transition to a low profile fiber to reach the media wall. Building pathways / raceways are included in this design up to the attic as Optional.

5.0 Specific Description of Fiber Drop Placement

- 5.01 The fiber will penetrate the wall from the patio or outside the living room, enter the living area, route to the media wall and terminate near an existing outlet.

6.0 Materials Information

- 6.01 OFS Indoor/Outdoor and OFS InvisiLight fiber on a spool with a termination at each unit is required. At the main fiber enclosure, each fiber will be terminated and connected to the AT&T fiber coupler panel. At each unit, the outlet will be flush-mounted on the wall.

7.0 Schedule

- 7.01 Work to be performed outside normal hours will require approval from AT&T and the Owner.

8.0 Facility Damage Process

- 8.01 AT&T Risk Management will have responsibility for assessing any damage claims associated with this Statement of Work.

9.0 Changes to the Scope of Work

- 9.01 Any work not specifically outlined within this Scope of Work is deemed to be Out of Scope. Even the best-laid design plan can run into unforeseen circumstances, including field-level discoveries made before or during the installation. When such issues arise, the parties will meet and agree upon reasonable revisions to the design plan to cover such Out of Scope work before proceeding further with the installation.
- 9.02 If Owner requests additional connections AT&T can provide these connections, but additional charges may apply.

-- Proprietary Information --

Information Contained Herein is for the Authorized Parties Hereto and
Not for General Distribution Within or Outside of Their Respective Organizations.


Attachment D - Pictures 1

	A	B	C	D	E	F	G	H	
1									1
2									2
3									3
Typical Building Exterior				Typical Building Exterior					
4									4
5									5
6									6
Typical Building Exterior				Club house - There is also a fitness room.					
7								7	
8								8	
									
Title				Scale		Date		Drawn By:	
Pictures of Work Described in SOW				No Scale		10/25/2016			
A	B	C	D	E	F	G	H		

-- Proprietary Information --

Information Contained Herein is for the Authorized Parties Hereto and
Not for General Distribution Within or Outside of Their Respective Organizations.


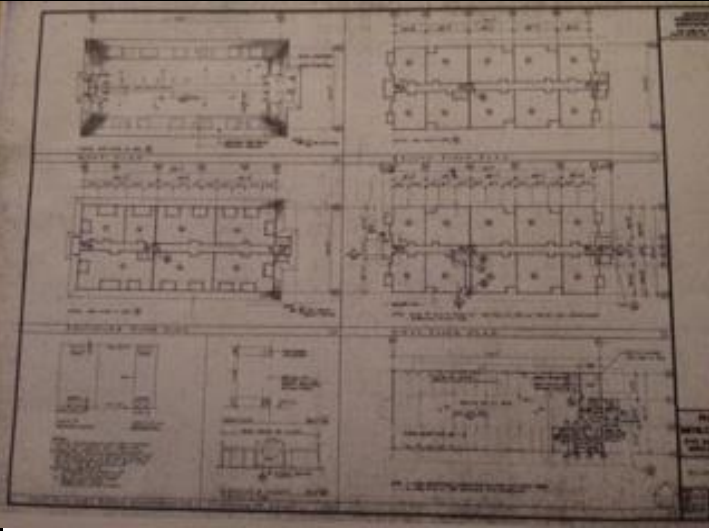

Attachment D - Pictures 2

	A	B	C	D	E	F	G	H		
1										
2	MPOE				Typical Telephone/CATV Cabinet					
3										
4	Fiber routes from the telephone/CATV closet to existing raceway.				Raceway on side of building.					
5										
6										
7	Title				Scale		Date		Drawn By:	
8	Pictures of Work Described in SOW				No Scale		10/25/2016			
	A	B	C	D	E	F	G	H		

-- Proprietary Information --

Information Contained Herein is for the Authorized Parties Hereto and Not for General Distribution Within or Outside of Their Respective Organizations.






Attachment D - Pictures 3

	A	B	C	D	E	F	G	H	
1									1
2									2
3									3
	Raceway on patios				Building E plan				
4									4
5									5
6									6
7									7
8					 at&t				8
									<small>Title</small> Pictures of Work Described in SOW
	A	B	C	D	E	F	G	H	

-- Proprietary Information --

Information Contained Herein is for the Authorized Parties Hereto and
Not for General Distribution Within or Outside of Their Respective Organizations.

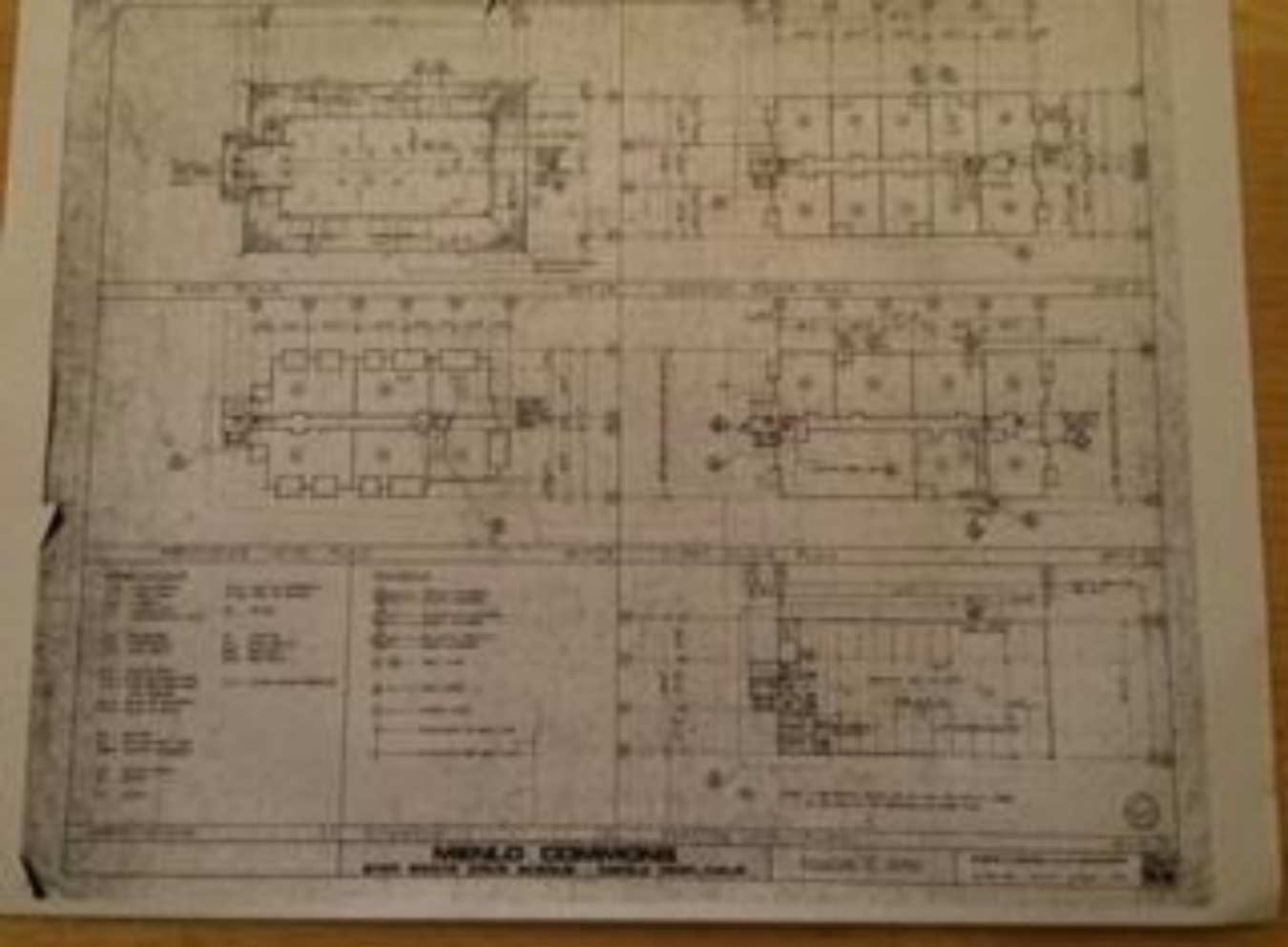
Attachment D - Example Installation Photos

	A	B	C	D	E	F	G	H	
1									1
2									2
3									3
	<p>Example - Fiber Terminal with Pathway to Attic Placed in Corner Next to Downspout</p>				<p>Example - Fiber Terminal Placement Placed Next to Downspout</p>				
4									4
5									5
6									6
	<p>Example - Optical Network Terminal (ONT)</p>				<p>Example - InvisiLight "Low-Profile" Fiber Installed Along Crown Molding</p>				
7	<div style="text-align: right;">  </div>								7
8									8
	<p>Title</p> <p>Pictures of Work Described in SOW</p>			<p>Scale</p> <p>No Scale</p>		<p>Date</p> <p>10/25/2016</p>		<p>Drawn By:</p>	
	A	B	C	D	E	F	G	H	

-- Proprietary Information --

Information Contained Herein is for the Authorized Parties Hereto and Not for General Distribution Within or Outside of Their Respective Organizations.

Attachment D - Diagram

	A	B	C	D	E	F	G	H		
1										
2										
3										
4										
5										
6	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Site Map</div>									
7										
8	Title Schematic Diagram			Scale No Scale		Date 10/25/2016		Drawn By: Butch Adams		
	A	B	C	D	E	F	G	H		



-- Proprietary Information --

Information Contained Herein is for the Authorized Parties Hereto and Not for General Distribution Within or Outside of Their Respective Organizations.