

MARKETING AGREEMENT

This Marketing Agreement (the "Agreement") dated September 3, 2020, and having an effective date as set forth in Attachment 1 (the "Effective Date") is between Verizon Services Corp., a Delaware corporation, having an office at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of its affiliated service provider companies, as applicable, ("Verizon") and Fairlington Meadows Council of Co-Owners, a Virginia non-profit corporation, with its principal office at c/o Community Management Corporation, 4840 Westfields Boulevard, Suite 300, Chantilly, VA 20151 (the "Marketing Representative"). Verizon and Marketing Representative may at times throughout this Agreement be referred to individually as a "Party" and collectively as the "Parties".

The Parties agree as follows:

- Term.** The Agreement shall commence on the Effective Date and continue until the End Date as defined in Attachment 1 ("Term").
- Appointment as Marketing Representative.** Verizon appoints Marketing Representative as Verizon's marketing representative, and Marketing Representative agrees to act on behalf of Verizon for the marketing and promotion of Services at the Property. For purposes of this Agreement, "Services" are defined as residential telephone services ("Voice"), broadband internet services ("Internet") and, when available, multi-channel video services ("Video") and such other services as may be made available by Verizon at the Property. This Agreement does not prohibit Verizon from entering into exclusive or non-exclusive marketing arrangements with third parties for its Services.
- Standard Marketing Terms.** Verizon's Standard Marketing Agreement Terms ("SMAT") are also part of this Agreement. The SMAT are incorporated by reference herein and binding on the Parties. All capitalized terms used, but not defined, herein will have the meanings set forth in the SMAT. To the extent any terms herein conflict with any of the SMAT, the terms herein shall control with respect to the conflict only. Additionally, subject to the limitations set forth in Attachment 1, if any, Marketing Representative grants Verizon the right to conduct on-site marketing activities as set forth in the SMAT. The most current version of the SMAT can be viewed at <http://communities.verizon.com/marketingterms> (or successor URL as determined by Verizon upon notice to Marketing Representative). Verizon may update the SMAT from time to time provided that such updates are not materially adverse to Marketing Representative.
- Property Specifics.** Property information, the Marketed Services, additional Term information, the Marketing Fees (if applicable) and Payee information are described in Attachment 1.
- Notices.** Delivery of all notices and demands shall be sent to the Parties as follows and in accordance with the SMAT.

To Marketing Representative:	Fairlington Meadows Council of Co-Owners	To Verizon:	Verizon Enhanced Communities
Attn:	Sara Pagani, c/o Community Management Corporation	Attn:	Contract Management
Address:	4840 Westfields Boulevard, Suite 300	Address:	One Verizon Way – VC6 3 South
City/State/Zip:	Chantilly, VA 20151	City/State/Zip:	Basking Ridge, New Jersey 07920
Tel:	(703) 230-8585	Tel:	(844) 832-7968
Email:	SPagani@cmc-management.com	Email:	vec-contractmanagement@verizon.com

- Counterparts.** This Agreement may be executed in one or more identical counterparts or duplicate copies, each of which shall be an original but all of which together shall constitute one Agreement binding on both Parties. Signatures to the Agreement transmitted by facsimile or electronic mail in "portable document format" ("PDF") or similar form shall be the equivalent of a signed original for all purposes. Additionally, the Parties may use an electronic signature process that results in signatures appearing in a reproduced format at the end of the document.
- Entire Agreement.** The terms and provisions contained in the SMAT and those contained in this Agreement, including all attachments and exhibits, constitute the entire agreement between the Marketing Representative and Verizon. The provisions of this Agreement supersede all prior oral and written quotations, communications, promises, agreements and understandings between the Parties, if any, with respect to the subject matter hereof.
- Acceptance.** This Agreement shall be effective only if executed by the Marketing Representative on or before **September 27, 2020** and thereafter executed by Verizon; however, Verizon's execution and return of this Agreement shall constitute Verizon's agreement to waive any failure by Marketing Representative to meet this deadline.
- Signatories.** The making, execution, delivery, and performance of this Agreement by each Party has been duly authorized and approved, and this Agreement has been duly executed and delivered by each Party and constitutes a valid and binding obligation of each Party. Each Party represents and warrants that it has the legal authority to enter into this Agreement.

**Verizon Services Corp.,
a Delaware corporation**

By (Signature): Katelyn Buckley
Katelyn Buckley (Sep 3, 2020 16:18 EDT)

Name (Print Name): Katelyn Buckley

Title: Sales Director

Date: Sep 3, 2020

**Fairlington Meadows Council of Co-Owners,
a Virginia non-profit corporation**

By (Signature): Joseph Spytak
Joseph Spytak (Sep 3, 2020 16:17 EDT)

Name (Print Name): Joseph Spytak

Title: President Fairlington

Date: Sep 3, 2020

ATTACHMENT 1

Property Name:	Fairlington Meadows	No. of Living Units:	342
Property Address:	3301 S. Stafford Street	Property Contact Name:	Sara Pagani
City/State/Zip:	Arlington, VA 22206	Phone Number:	(703) 230-8585
		Email Address:	SPagani@cmc-management.com
Type of Construction:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Existing		
If New Construction, dates of First/Last Living Units:	First/Last LU:		
Marketed Services:			
	Voice	<input type="checkbox"/> Exclusive	<input checked="" type="checkbox"/> Non-Exclusive
	Internet	<input type="checkbox"/> Exclusive	<input checked="" type="checkbox"/> Non-Exclusive
	Video	<input type="checkbox"/> Exclusive	<input checked="" type="checkbox"/> Non-Exclusive
On-Site Marketing Activity Limitations:	<input checked="" type="checkbox"/> No distribution of door hangers <input checked="" type="checkbox"/> No door to door marketing		
Term:			
	Effective Date:	September 3, 2020	
	End Date:	The date which is the later of: (i) ten (10) years from the latest of the following to occur: (a) the Network Creation Date or (b) the Effective Date of the Agreement; or (ii) the termination date of the Bulk Services Agreement between the Parties for the Property (if applicable).	
Marketing Assistance Fee (if applicable):	\$50.00 per Living Unit		

Payee Name:	Fairlington Meadows Council of Co-Owners c/o Community Management Corporation
Payee Address:	4840 Westfields Boulevard, Suite 300
City/State/Zip:	Chantilly, VA 20151

ATTACHMENT 2

SMAT

	<p>STANDARD MARKETING AGREEMENT TERMS</p>
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1. **General.** These Standard Marketing Agreement Terms (“SMAT”) supplement the terms of, and are incorporated by reference into, a Marketing Agreement between Verizon and its Marketing Representative (“Agreement”). To the extent any terms herein conflict with any of the Marketing Agreement, the terms of the Marketing Agreement shall prevail. Certain terms used herein may be defined in the Marketing Agreement. The Verizon affiliated service provider companies are listed in Exhibit B hereto.
2. **Marketing Agreement.** The Agreement establishes the framework under which the Marketing Representative agrees to jointly market Services for and on behalf of Verizon.
3. **Marketing Representative.** The Agreement indicates whether a particular Service shall be marketed on an exclusive or non-exclusive basis. For purposes of the Agreement, (i) any reference to “exclusive marketing” means that Marketing Representative shall not market any service similar to the Service designated on the Agreement, and Marketing Representative shall not allow other service providers to market any service similar to the designated Service, and (ii) any reference in the Agreement to “non-exclusive marketing” means that Marketing Representative has granted Verizon the non-exclusive right to market the designated Service, Marketing Representative shall perform marketing obligations of the same on a non-exclusive basis, and Marketing Representative may allow other service providers to market services similar to the Service designated in the Agreement.
4. **Representations and Warranties.** The following representations and warranties apply during the Term:
 - 4.1 Marketing Representative represents and warrants that Marketing Representative is not a party to an exclusive sales or marketing agreement, exclusive use of wiring agreement, or bulk services arrangement with any other provider of services similar to the Services (“Third Party Provider”) and shall not otherwise grant any rights or licenses, inconsistent with, or which materially impair or interfere with, the terms hereunder, and that nothing in this provision conflicts with any other legal obligation to which it is bound; Marketing Representative owns or controls the marketing rights at the Property, and no other person or entity has any claim or right to receive any marketing fees paid in connection with the marketing of Services at the Property; and nothing in the Agreement conflicts with any other legal obligation of the Marketing Representative.
 - 4.2 If, and only if, Services are to be marketed on an exclusive basis (as indicated in the Agreement), Marketing Representative represents and warrants that:
 - 4.2.1 it is not a party to a non-exclusive sales or marketing agreement with a Third Party Provider;
 - 4.2.2 it does not receive monetary payments or other compensation from a Third Party Provider in exchange for marketing, promoting or offering services to Residents or in conjunction with Residents on the Property subscribing to a Third Party Provider’s services; and
 - 4.2.3 it is not party to an agreement or part of a sales or marketing arrangement for Residents to receive reduced rates on services from a Third Party Provider.
 - 4.3 Marketing Representative represents and warrants that:
 - 4.3.1 it is a corporation or other entity, duly established pursuant to the laws of its applicable state of creation;
 - 4.3.2 it is qualified to conduct business;

- 4.3.3 it is in good standing;
 - 4.3.4 it has no regulatory or contractual prohibition or restriction from entering into this Agreement; and
 - 4.3.5 it shall defend, indemnify and hold harmless Verizon against any and all claims related in any way to the inaccuracy of any of these representations.
- 4.4 If Marketing Representative is acting as an authorized agent whose authority is derived from a separate agency agreement between Marketing Representative and the Property's legal owner, Marketing Representative represents and warrants that:
- 4.4.1 the Property's legal owner has contractually engaged Marketing Representative to act as the authorized agent for Property's legal owner;
 - 4.4.2 it is authorized by the Property's legal owner to enter into contracts regarding the operation of the Property, including the execution of this Agreement;
 - 4.4.3 it is authorized by Property's legal owner to collect any and all Marketing Fees payable to Property's legal owner under this Agreement; and
 - 4.4.4 Marketing Representative and Property's legal owner shall jointly and severally defend, indemnify and hold harmless Verizon against any and all claims related in any way to the inaccuracy of any of these representations.

5. Marketing Fees.

- 5.1 **Marketing Assistance Fee.** If applicable, Verizon will pay to Marketing Representative a one-time marketing assistance fee as specified in the Agreement ("Marketing Assistance Fee"), payable within sixty (60) days of the latest to occur of the following: (a) the date Verizon has the ability to fulfill a service order for all Living Units on the Property (the "Network Creation Date"), (b) the Effective Date of the Agreement, or (c) the date of the first invoice for any Living Unit(s) designated on an invoice for bulk services, if any, regardless as to whether occupied and/or installed, for Services provided under a Bulk Services Agreement between the Parties (if applicable). The Marketing Assistance Fee shall be earned only after Marketing Representative provides Verizon with the Living Unit addresses and completed W-9 and Banking Set-Up forms as specified in Section 5.4 below. If the Property is a new construction, upon Verizon's request, Marketing Representative shall provide a copy of each certificate of occupancy in order to receive the Marketing Assistance Fee.
- 5.2 **Revenue Share Fees.** If applicable, in consideration for Marketing Representative's fulfillment of its marketing obligations herein, Verizon agrees to pay Marketing Representative additional fees by way of revenue share calculated in accordance with the schedule specified in the Agreement ("Revenue Share Fees"), beginning sixty (60) days after either the Network Creation Date or the Effective Date, whichever is later.
- 5.2.1 Revenue Share Fees shall be based on actual revenues received by Verizon through monthly bills sent to Residents for Fios Internet Services and Fios Video Services, as applicable, including any basic, optional, premium, per-channel, per-program, and video-on-demand services;
 - 5.2.2 The following shall be excluded for the purpose of calculating Revenue Share Fees:
 - 5.2.2.1 any amounts received by Verizon from Residents of a Property under the Marketing Agreement that is also covered by a Bulk Agreement;
 - 5.2.2.2 any revenue received from non-recurring charges to Residents, including but not limited to charges associated with the installation, activation, disconnection, reconnection, late payment or change-in-service fees;
 - 5.2.2.3 any fees received by Verizon associated with any hardware purchase or rental, including, but not limited to, Fios Video Set Top Boxes;

5.2.2.4 any revenue from a tax of general applicability imposed upon Verizon or upon any Resident, or end user fee designed to recover charges imposed on Verizon, by a city, state, taxing entity or any other governmental entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, USF fees and franchise fees for video and internet access services) charged to Residents.

5.2.3 The amount of Revenue Share Fees due to the Marketing Representative shall vary, as specified in the Agreement, according to the applicable Service and the associated penetration levels at the Property. The penetration levels shall be calculated separately for each Service by dividing the total number of Living Units that both subscribe to the relevant Service and generate revenue by the total number of Living Units on the Property, multiplied by 100 ("Penetration Levels").

5.2.4 In the event any Property under the Agreement is converted from a rental arrangement to a condominium or cooperative, in whole or in part, Marketing Representative shall give Verizon prior written notice of such conversion and Verizon shall cease payment of any Revenue Share Fees at such Property as of the effective date of such conversion.

5.3 **Verification of Revenue Share Fees Payments.** Verizon and Marketing Representative may periodically review the accuracy of Revenue Share Fees payments and the information used to monitor the Penetration Levels. If, for any reason, Verizon determines that Marketing Representative received an inaccurate payment, Verizon shall notify Marketing Representative in writing and Marketing Representative agrees to cooperate with Verizon to correct errors which may include Verizon making additional payments to Marketing Representative or withholding future payments to Marketing Representative, or Marketing Representative reimbursing Verizon for the amount of any overpayment of fees.

5.4 **Verizon Enhanced Communities Application Platform ("vECAP") System.**

5.4.1 The Marketing Assistance Fee and Revenue Share Fees (collectively the "Marketing Fees") shall be paid only after Marketing Representative is registered with Verizon's on-line payment tracking system ("vECAP") (or such other system as Verizon may designate) for the administration of Marketing Fees and Marketing Representative provides Verizon with the Living Unit addresses and other registration information, including executed W-9 and Banking Set-Up forms which are required for processing payment under the vECAP System, or any other system Verizon may use for this purpose. Upon request of Marketing Representative, Verizon will provide Marketing Representative with information concerning the administration of the vECAP System.

5.4.2 If Marketing Representative satisfies the requirements of Section 5.4.1 above and Verizon documents the Network Creation date in vECAP before the 14th of the month ("Processing Deadline"), Verizon shall pay the Marketing Fees due within three (3) weeks of the Processing Deadline, otherwise, payment will be processed the following month.

5.5 **Payment of Fees.** No Marketing Fees shall be paid for any time periods prior to Verizon's receipt from Marketing Representative of all required information set forth in Section 5.4.1.

6. General Provisions.

6.1 **Binding Effect and Assignment.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns.

6.2 **Assignment by Marketing Representative.**

6.2.1 If Marketing Representative sells or otherwise conveys its ownership in a Property to any third party, or if Marketing Representative converts a Property from a rental arrangement to a condominium regime or cooperative board, then Marketing Representative shall cause the acquiring party of the Property (the "Assignee") to accept an assignment of Marketing Representative's interest hereunder and assume all of Marketing Representative's obligations and responsibilities hereunder. Marketing Representative shall notify Verizon in writing of its intent to assign prior to the date of the proposed assignment. Verizon shall

Marketing Agreement (Rev Share) (ND2D) (v. Jan., 2020)

consent to or reject the assignment, but consent shall not be withheld unreasonably. If Verizon consents to the assignment, Marketing Representative shall provide Verizon with a copy of the fully executed assignment and assumption agreement with the Assignee within thirty (30) days of the effective date of the assignment. If Verizon rejects the proposed assignment, the Agreement is deemed terminated and neither Party shall have any further obligations or liability to the other under the Agreement, except for claims arising prior to the termination date, or as set forth in provisions of the Agreement which by their nature survive its termination. Additionally, Marketing Representative shall not be required to return any portion of the Marketing Fees to Verizon.

- 6.2.2** If Marketing Representative does not enter into an assignment and assumption agreement with Assignee, then the Agreement shall be terminated by Verizon, and Marketing Representative shall immediately upon receipt of a written notice from Verizon, return to Verizon the Marketing Assistance Fee, if applicable, paid by Verizon as calculated in accordance with the payback formula set forth on Exhibit C of the SMAT. Such return payment shall be Marketing Representative's sole liability and Verizon's sole remedy resulting from a termination of the Agreement due to Marketing Representative's failure to obtain an assignment and assumption agreement from any Assignee. In addition, Verizon will cease payment of Revenue Share Fees to Marketing Representative.
- 6.3** **Assignment by Verizon.** Verizon shall have the right to assign part or all of its rights and obligations under the Agreement to an entity that purchases all or substantially all of Verizon's assets (that Verizon uses to provide the Services) or that is Verizon's successor by merger, restructure or recapitalization, or to any affiliate of Verizon. Any other assignment by Verizon shall be subject to Marketing Representative's consent, which consent shall not be unreasonably withheld, delayed, or conditioned upon receiving monetary or other consideration.
- 6.4** **Responsibility for Subcontractors.** Verizon may subcontract or delegate duties under the Agreement to any affiliate or to a third party. Verizon's use of contractors, subcontractors or any delegation of duties to any affiliate of Verizon or any other third party does not release Verizon from any of its liabilities or obligations under the Agreement, and Verizon is responsible for all actions and omissions of those parties at the Property.
- 6.5** **Attorney's Fees.** In the event either Party initiates legal proceedings to: (i) interpret or to enforce performance of any term or condition of the Agreement; (ii) enjoin any action prohibited hereunder; or (iii) gain any other form of relief whatsoever, the prevailing Party shall be entitled to recover reasonable attorneys' fees and court costs from the other Party.
- 6.6** **Compliance with Laws.** The Parties agree to comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including the identification and procurement of required permits, certificates, approvals, and inspections) in their performance under the Agreement. Subject to Section 6.14, each Party (the "Indemnifying Party") will defend, indemnify and hold the other Party harmless from any loss, liability, damage, or expense (including reasonable attorney's fees and court costs) sustained because of the Indemnifying Party's noncompliance with such laws in its performance under the Agreement.
- 6.7** **Confidential Information/Public Disclosure.** The Parties agree to keep all Resident or customer records confidential as required under applicable state and federal law. Neither Party shall disclose in any manner the specific terms and conditions of the Agreement as it applies to them to any third party without the prior written consent of the other Party. This consent requirement shall not apply to any disclosure of the mere existence of the Agreement by Verizon or by Marketing Representative to Residents, nor shall it apply to the disclosure of specific terms and conditions of the Agreement to a Party's employees, agents, or contractors who require knowledge of the terms of the Agreement, or to affiliates, successors-in-interest and assigns, or as may be required by law. This provision shall survive the expiration or any termination of the Agreement. Payment by Verizon to Marketing Representative of the Marketing Fees set forth in the Agreement is conditioned upon Marketing Representative's compliance with the terms of this Section 6.7.
- 6.8** **Force Majeure.** Neither Party shall be held liable for any reasonable delay or failure in performance of any part of the Agreement because of any cause or circumstances beyond its control such as, but not limited to, acts of God, explosion, fire, power failure, strikes, terrorism, newly enacted laws or regulations, actions or inactions of any government instrumentality, unavailability of materials and/or

qualified labor to perform the necessary work, or any other cause arising through no fault of the Party that causes delay of such Party's performance. In the event a Force Majeure condition arises, the Parties shall cooperate as appropriate and in good faith to perform their obligations under the Agreement.

6.9 **Casualty.**

6.9.1 If a Living Unit at the Property suffers a casualty ("Damaged Unit") that prevents Verizon from providing Service to that Living Unit and the Marketing Representative does not repair the Damaged Unit within sixty (60) days from the date the casualty occurred, then Marketing Representative shall immediately notify Verizon of the same and any marketing obligations with respect to the Damaged Unit by Marketing Representative shall cease and Verizon shall exclude the Damaged Unit from the calculation of any Marketing Assistance Fee or Revenue Share Fees.

6.9.2 If Marketing Representative chooses not to repair a Damaged Unit within one (1) year from the date the casualty occurred, then upon receipt of a written notice from Verizon, Marketing Representative shall refund to Verizon the Marketing Assistance Fee paid by Verizon for the Damaged Unit in accordance with the applicable payback formula set forth on Exhibit C. Marketing Representative will be required to pay the applicable amount only for the Damaged Unit(s) that the Marketing Representative has elected not to repair. Such payment shall be Marketing Representative's sole liability and Verizon's sole remedy resulting from the Marketing Representative's election not to repair a Damaged Unit.

6.9.3 If the Property incurs a casualty to all or a substantial part of the Property, Marketing Representative may terminate this Agreement and Marketing Representative shall pay Verizon as provided in Exhibit C.

6.9.4 Upon any termination of this Agreement by Marketing Representative under Section 6.9.3, Marketing Representative and Verizon shall have no further rights, liabilities, or obligations with respect to the Agreement except with respect to any claims which arose prior to the termination of this Agreement or as set forth in provisions of this Agreement which by their nature survive its termination.

6.10 Governing Law. This Agreement, including questions as to jurisdiction and venue, shall be interpreted and governed by the laws of the state in which the Property at issue is located.

6.11 **Indemnification.**

6.11.1 Subject to Section 6.14, each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees) from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and court costs) arising out of or related to the Agreement and incurred by the other Party in connection with: (i) any claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the gross negligence, or intentional misconduct of, or breach or nonperformance of the Agreement by, the Indemnifying Party (including any of its agents or subcontractors); or (ii) any actual or alleged infringement of any third party's trade secrets, trademark, copyright, patent or other intellectual property rights by the Indemnifying Party.

6.11.2 In the event a claim arises under this Section 6.11, the Party seeking indemnification agrees to provide the Indemnifying Party with sufficient notice of any claim, to inform the Indemnifying Party of any subsequent written communication regarding the claim, and to fully cooperate with the Indemnifying Party in defense of the claim.

6.12 Independent Contractors. Individuals employed by a Party are not employees of the other Party and the employing Party assumes full responsibility for the acts and omissions of its own employees, agents, or contractors acting in the course of their performance under the Agreement. Each Party has and retains the right to exercise full control of and supervision over employment, direction, compensation, and discharge of its employees and contractors, including compliance with Social Security withholding, Workers' Compensation, unemployment, payroll taxes, and all other taxes and

regulations governing such matters. The Parties agree and acknowledge that the Property is not the premises or a work location of Verizon.

6.13 Insurance.

6.13.1 Marketing Representative agrees 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:

6.13.1.1 Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury (including death) and property damage and \$2,000,000 general policy aggregate including premises-operations, independent contractors, contractual liability Personal and Advertising Injury and products/completed operations.

6.13.2 Verizon agrees to maintain at all times during the Term, the following insurance coverage and any other additional insurance and/or bonds required by law:

6.13.2.1 General Liability insurance in the amount of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises-operations, independent contractors, contractual liability, Personal and Advertising Injury and products/completed operations.

6.13.3 Within thirty (30) days of a request by either Party, the other Party shall furnish certificates of insurance evidencing the coverage required by this Section 6.13.

6.14 Limitation of Liability.

6.14.1 Verizon shall not be liable to Marketing Representative or any third party for interruption of service from any cause. Verizon's liability, if any, to Residents who are Verizon's customers will be governed exclusively, in the case of regulated services, by applicable tariffs filed with the appropriate state regulatory agency, or in the case of non-regulated services, by the applicable contract with the Resident.

6.14.2 IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE IN PERFORMING OR A DEFECT OF EQUIPMENT PROVIDED HEREUNDER, REGARDLESS OF THE FORESEE-ABILITY THEREOF.

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

6.15 Non-Exclusive Access. Marketing Representative is not restricted by the Agreement from allowing any competitive local exchange carrier ("CLEC"), video service provider, or other service provider to have access to the Property or provide services to Residents. Residents may select another service provider of their choice and Marketing Representative shall not, in any manner, inform its Residents that they are restricted to using Verizon as their sole service provider.

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

- 6.17 Notices.** A notice to either Party shall be duly given when made in writing and either (1) delivered in person, (2) delivered by an agent, such as an overnight or similar delivery service, or (3) deposited in the United States Mail, postage prepaid, return receipt requested and addressed as above. Any Party may designate a change of address or require that notices be provided to additional persons, upon written notice in accordance with this Section 6.17.
- 6.18 Publicity and Related Matters.** Neither Party may use the other Party's name, trademarks, trade names or the name of any affiliate or subsidiary of the other, or use any photographs, likeness or description of the property, personnel, services or assets of the other in press releases, advertising or other external materials (including communications to Residents or potential Residents) without such other Party's prior written consent. Each Party shall submit to the other(s) for written approval, prior to publication, all press releases, advertising or other external materials that mention or display the name or marks of such other(s) or contain language from which a connection to said name and/or mark may be inferred, or otherwise require the approval of the other Party under this provision. No licenses express or implied, under any patents, copyrights, trademarks, service marks, or trade secrets, are granted by either Party to the other Party unless otherwise agreed to herein.
- 6.19 Lawful Agreement.** All regulated services are provided in accordance with applicable laws, tariffs and regulations, including those of the Federal Communications Commission and applicable state regulatory commissions, as they may be amended from time to time ("Applicable Law") and the Agreement shall at all times be construed to be consistent with Applicable Law. In the event the Agreement or any provision herein, or the operations contemplated are or become inconsistent with or contrary to Applicable Law, Applicable Law shall control and, if commercially practicable, the Agreement shall be regarded as modified so as to comply with such Applicable Law, and shall continue in full force and effect as so modified. If such a modified Agreement is not commercially practicable in the opinion of either Party in its sole discretion, the Parties agree to meet promptly to negotiate any necessary amendments to the Agreement. If the Parties are unable to agree on necessary amendments in order to comply with Applicable Law, then either Party may terminate the Agreement by giving ninety (90) days written notice to the other Party.
- 6.20 Severability.** If any provision of the Agreement is determined by a judicial authority to be invalid, such determination shall not invalidate the entire Agreement, but rather the entire Agreement will be construed as if it did not contain the particular invalid provision(s), and the rights and obligations of Marketing Representative and Verizon will be construed and enforced accordingly.
- 6.21 Termination/Default.**
- 6.21.1** Verizon may, from time to time, monitor Marketing Representative's compliance with the Agreement. If Verizon notifies Marketing Representative in writing of Marketing Representative's default under any provision of the Agreement ("Default Notice") with respect to a Property, then Verizon may in addition to its rights under Section 6.21.2 below: (i) if the Default Notice is prior to Verizon's initial payment of any Marketing Fees due under the Agreement, suspend payment of Marketing Fees until such time as Marketing Representative has cured the default; or (ii) if the Default Notice is subsequent to the payment of Marketing Fees by Verizon to Marketing Representative, and Marketing Representative fails to remedy such default within thirty (30) days after being so notified, then Verizon may demand, and Marketing Representative shall remit, within thirty (30) days of Verizon's demand ("Remittance Period"), a refund of the Marketing Assistance Fee paid to Marketing Representative in accordance with the percentages outlined in Exhibit C. Additionally, Verizon may also elect to suspend payment of all Revenue Share Fees due under the Agreement for such Property until such time as Marketing Representative achieves compliance. If Marketing Representative cures its default within the Remittance Period, Verizon's demand for a refund of the Marketing Assistance Fee shall be deemed rescinded. If Marketing Representative fails to cure its default within the Remittance Period, upon payment of the refund, Marketing Representative shall have an additional thirty (30) days to cure its default. If Marketing Representative fails to cure its default within the additional thirty (30) day period, Verizon may elect to terminate the Agreement with respect to such Property upon written notice to Marketing Representative.
- 6.21.2** In the event a Party defaults on its obligations for thirty (30) days after the non-defaulting Party gives written notice with respect to a Property under the Agreement, and the default remains uncured to the defaulting Party specifying the default, then the non-defaulting Party

Marketing Agreement (Rev Share) (ND2D) (v. Jan., 2020)

may terminate the Agreement with respect to such Property, in which case the Agreement shall be deemed terminated. However, if the alleged default is not reasonably curable within the thirty (30) day period, the defaulting Party shall have a reasonable period of time to cure the default if it commences the cure within ten (10) days of receipt of written notice specifying the default and diligently completes the cure in not more than sixty (60) days from the notice date.

- 6.21.3** Either Party may terminate the Agreement in its entirety immediately upon giving written notice to the other Party if: (i) the other Party becomes insolvent, (ii) the other Party makes an assignment for the benefit of creditors or files a petition for reorganization, or (iii) a petition in bankruptcy is filed by or against the other Party.
- 6.21.4** If the Agreement is terminated by Verizon in accordance with either Section 6.21.1, 6.21.2, or 6.21.3 above, Verizon may withhold payment of any Marketing Fees due to Marketing Representative and Marketing Representative shall immediately upon receipt of written notice from Verizon, return the Marketing Assistance Fee paid by Verizon to Marketing Representative pursuant the Agreement in accordance with the payback formula set forth on Exhibit C. In addition, Verizon will cease payment of Revenue Share Fees, if any.
- 6.21.5** In the event Verizon has not begun installation of the fiber optic facilities necessary for the provision of Services at Property within one year of the date of the final approval of agreed upon engineering plans, then either Party may terminate the Agreement with respect to that Property upon giving ninety (90) days prior written notice to the other. Termination of the Agreement shall be Marketing Representative's sole and exclusive remedy against Verizon arising from any failure by Verizon to install such facilities. Marketing Representative waives all other remedies against Verizon arising from any such failure, including, without limitation, the right to recover monetary damages.
- 6.21.6** Verizon may terminate the Agreement without liability with respect to a Property upon ninety (90) days written notice to Marketing Representative if, in Verizon's sole discretion, the provision of Services to the Property is or becomes infeasible for legal, technological, regulatory or economic reasons, or where Verizon's access rights to the Property have been terminated. If the Agreement is terminated under the terms of this Section 6.21.6, Verizon shall pay any Marketing Assistance Fee and Revenue Share Fees due to Marketing Representative up to the date of termination of the Agreement. In addition, Marketing Representative shall retain any Marketing Fees paid prior to the date of such termination except in the case where Verizon's access rights to a Property have been terminated by Marketing Representative prior to termination of the Agreement. Where Verizon's access rights have been terminated, Marketing Representative shall immediately upon receipt of a written notice from Verizon return to Verizon the Marketing Assistance Fee paid by Verizon to Marketing Representative in accordance with the payback formula set forth on Exhibit C.

EXHIBIT A

MARKETING PROGRAM

1. **Marketing Obligations.** If, and only if, a Service is to be marketed on an exclusive basis, Marketing Representative shall solely promote and market that Service to Residents and Marketing Representative shall not market or promote any services that are competitive with the exclusive Service on the Property to Residents.
2. **Marketing Program.** Verizon will design and implement a marketing program (the "Program") at the Property. The Program is to be created and implemented at Verizon's expense. Marketing Representative agrees to cooperate with Verizon in promoting the Services to Residents of the Property. Such promotional activities shall include, but not be limited to the activities listed in this Exhibit A, which Verizon and Marketing Representative agree to review on an annual basis, and as appropriate, to revise in order to ensure the success of the Program.
3. **Signage and Display Exhibits.** Verizon will provide appropriate signage and display exhibits for placement in high-traffic areas of the Property including, but not limited to, any Visitor Center, Information Center, Leasing Office and model Living Units. In addition, Verizon's staff and Property staff shall mutually determine additional high traffic areas at the Property. The design and cost of signage and display exhibits shall be the responsibility of Verizon. The Parties shall jointly agree to the location of all signage and display exhibits.
4. **Promotional Materials.** Verizon will provide promotional materials concerning Verizon's Services to Marketing Representative for distribution to Residents. The preparation, cost and continued supply of such promotional materials shall be the responsibility of Verizon. Marketing Representative shall prominently place and display such materials at each Property's Visitor Center, Information Center, Leasing Office, model Living Units and other mutually agreed upon high-traffic locations. Marketing Representative shall include Verizon promotional materials in welcome kits or other information provided to prospective and new Residents at the Property, and, for those Services that are to be marketed on an exclusive basis (if indicated in the Agreement), Marketing Representative shall not provide to Residents any collateral or other marketing materials referencing a competing service. Collateral and promotional materials that Verizon provides to Marketing Representative must be distributed to all prospective residents during the initial walk-through of the Property. Marketing Representative's on-site personnel shall encourage Residents to subscribe to the Services including, but not limited to, at the time of initial property visits and lease application for prospective Residents, at move-in for new Residents who have not already subscribed, in any new Resident orientation sessions hosted by Property staff, at each initial and renewal lease meeting for existing Resident, and in connection with any distribution of leasing information or new move-in packages. Marketing Representative will ensure that Verizon is specifically and prominently listed on all new move-in sheets and Verizon shall be listed first on utility sheets or other such documentation designed to provide Residents a list of providers from whom services can be obtained.
5. In order to facilitate marketing efforts, Marketing Representative will provide Verizon with contact information (including email addresses) for Residents and, for those Residents who are scheduled to move in, Marketing Representative will provide Verizon with estimated move-in dates, and estimated move-out dates as Residents vacate the Property. This information will be provided to Verizon in a format mutually agreed to by the Parties.
6. **Training.** Verizon will train Marketing Representative's leasing staff and property managers in the promotion of Verizon and its Services at no cost to Marketing Representative. Marketing Representative shall permit Verizon to train Marketing Representative's staff within sixty (60) days following the Effective Date of the Agreement, or within sixty (60) days following the opening of a Property's Visitor Center, Information Center, Leasing Office or model Living Units, whichever occurs latest. Marketing Representative shall notify Verizon within two weeks following the hiring of new Property managers or Leasing personnel during the Term, and shall cooperate in the timely scheduling of training for such new personnel. Verizon personnel shall maintain

regular contact with Marketing Representative regarding the marketing process. Training requirements and procedures, if any, for Marketing Representative staff and all marketing and promotional plans, schedules and activities shall be determined by Verizon, with input from Marketing Representative, and subject to Marketing Representative's approval, which shall not be unreasonably withheld.

7. **Other Promotional Activities.** Marketing Representative shall promote Verizon's Services on its community website and on external communications, including external and social media (e.g., Facebook, Twitter, LinkedIn, etc.), subject to Verizon's approval, which shall not be unreasonably withheld. Additionally, Marketing Representative shall allow Verizon to place a Retail Kiosk in a mutually agreed upon high traffic location at the Property. Marketing Representative shall work with Verizon in the development of additional, promotional activities as may be implemented from time to time during the Term. Verizon shall also have the right to have its representatives come onto the Property at mutually agreeable times to assist with marketing and for on-site marketing activities. These marketing activities include the distribution of door hangers, door-to-door marketing, and on-site events (e.g., lobby activities, pool party, customer education sessions, customer appreciation events, etc.), not to exceed two times per month. Marketing Representative warrants that door-to-door marketing activities and the distribution of door hangers will not violate any solicitation policies at the Property and/or that Verizon's door-to-door activities shall not be prohibited during the Term. Marketing Representative agrees to allow Property staff to participate in Verizon sponsored incentive programs and potentially receive incentive awards at the individual staff level or at the Property level.
8. **Access for Marketing Purposes.** Marketing Representative will permit employees, agents, or contractors of Verizon reasonable access, at no charge, to the Property for marketing of the Services, including but not limited to the activities identified in Section 7 above, conducting customer satisfaction surveys and, prior to the Network Creation Date, informing customers that Services will be available at the Property.
9. **Ordering of Services.** For the ordering of Services, Marketing Representative shall direct Residents to request orders for Services directly from Verizon in accordance with the promotional material provided by or approved by Verizon for the ordering of Services.
10. **Nature of the Services.** Verizon shall have the sole discretion with the respect to the addition, deletion, selection, distribution, provision, and pricing of Services. Marketing Representative shall not misrepresent the nature, characteristics, pricing, performance or availability of the Services.
11. **Equipment.** Verizon will inform Property staff of the process regarding termination of Verizon's Services at a Living Unit. Property staff agrees to assist existing and new Residents with this process upon moving out of or into a Living Unit. Property staff will in no event remove the Fios ONT from any Living Unit and will use its best efforts to ensure that the Fios ONT is not removed from a Living Unit by anyone at the Property. In the event any equipment (e.g. set-top box, digital adapter, DVR/MRDVR, router or video media server) remains in a Living Unit once a Resident has vacated, Marketing Representative agrees to follow Verizon's instructions regarding the disposition of the equipment.
12. **Additional Terms.** For all situations under this Exhibit A in which Marketing Representative has a right of approval, such approval shall not be unreasonably withheld.

EXHIBIT B

VERIZON AFFILIATED SERVICE PROVIDERS

- Verizon Delaware LLC
- Verizon Maryland LLC
- Verizon New England Inc.
- Verizon New Jersey Inc.
- Verizon New York Inc.
- Verizon North LLC
- Verizon Pennsylvania LLC
- Verizon South Inc.
- Verizon Virginia LLC
- Verizon Washington, DC Inc.
- Verizon Long Distance LLC
- Verizon Online LLC and its affiliated service providers

Services are provided by the Verizon entities doing business in the state(s) covered by the Agreement, as applicable. This list may be updated by Verizon from time to time.

EXHIBIT C**PAYBACK FORMULA**

The following formula is used to determine the Marketing Representative's payback obligation to Verizon if applicable under Sections 6.2.2, 6.9.2, 6.9.3, 6.20.1, 6.20.4, or 6.20.6:

- a. if the event that requires Marketing Representative to refund Verizon occurs in the first or second years after the date that the Marketing Assistance Fee is paid to Marketing Representative ("Payment Date"), then 100% of the Marketing Assistance Fee paid;
- b. if the event that requires Marketing Representative to refund Verizon occurs in the third year after the Payment Date, then 90% of the Marketing Assistance Fee paid;
- c. if the event that requires Marketing Representative to refund Verizon occurs in the fourth year after the Payment Date, then 75% of the Marketing Assistance Fee paid;
- d. if the event that requires Marketing Representative to refund Verizon occurs more than four years after the Payment Date then 50% of the Marketing Assistance Fee paid.

In addition, Verizon will cease payment of Revenue Share Fees to Marketing Representative.

For Internal Verizon Use only.

Internal VEC Review:

Dina Girshovich

Dina Girshovich (Sep 3, 2020 14:41 EDT)

VReviewES

C. Leah Vondette

C. Leah Vondette (Sep 3, 2020 13:30 EDT)

CReviewES

This page is not part of the Agreement

Fairlington Meadows MA (PreID 16049)

Final Audit Report

2020-09-03

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By:	Alfred Ford (alfred.ford@verizon.com)
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