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This Frontier Bulk Services Agreement ("FBSA") is made as of October 15, 2024 ("Effective Date") by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier") (Affiliate being defined as an entity controlled by, controlling, or under common control with Frontier), which provide Services identified in Service Order(s) executed pursuant to this FBSA, and Vintage Grand Condominium Association, Inc., a Florida corporation, whose primary address is 3701 SOUTH OSPREY AVENUE, Sarasota, FL 34239 ("Customer").

1. Provision of Services.

a. Customer represents and warrants that it is responsible for and authorized to execute service agreements for the operation of, and to order and pay for services delivered to, the building(s) known as Vintage Grand, located at 4012 Crockers Lake Boulevard, Sarasota, Florida 34238 ("Property"). Customer shall pay Frontier for the communications services offered and delivered by Frontier to the Property pursuant to this FBSA and Service Order(s), attached as Schedule A, and Frontier shall provide such services subject to the terms of this FBSA and the applicable Service Order(s) (including any equipment furnished under any such Service Order, individually a "Service", and collectively the "Services"). As used herein, the term "FBSA" shall refer to this agreement, and, for each given Service ordered hereunder, the applicable Service Order entered into for purposes of delivering Service to such Property. Pursuant to this FBSA, Customer hereby appoints Frontier as its exclusive bulk telecommunications provider to the Property, including the residential units thereat ("Living Units"). Occupants at the Property ("Residents") shall order the Services identified in the Service Order(s) for delivery to the Living Units, which shall be paid for by Customer. In addition, Residents may subscribe to Service Enhancements (as defined in Section 4(a)) directly from Frontier at each Resident's cost and election. During the Term (as defined herein), Customer shall not enter into any other agreement with any other party for the delivery or marketing of services to the Property that would be competitive with the Services.

b. Provided Customer is in material compliance with its obligations under this FBSA, in Frontier's sole determination, Frontier will compensate Customer for performing in accordance with this FBSA pursuant to the terms and conditions set forth in Schedule B, if attached hereto.

c. Frontier may, from time to time, procure Services, equipment or facilities from an affiliate of Frontier, which could be a common carrier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service, equipment or facility. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FBSA and an applicable tariff, the tariff shall control except with respect to pricing, or cancellation charges for which this FBSA shall control.

d. Frontier will provide, maintain and repair the Frontier owned facilities and equipment, including Customer Premise Equipment ("CPE") provided by Frontier, used to provide the Services ("**Frontier's** Network"), up to and including the point at which Frontier's Network is made available for interconnection (a/k/a, the demarcation point) to the Property's network equipment and inside wiring provided, however, that: (1) access to the interior of the Living Unit shall be subject to such unit owner's consent; and (2) Customer shall not be held in breach in any of its obligations under the FBSA (Including all exhibits and addenda hereto) should a Living Unit owner forbid Frontier from accessing the Living Unit. Customer shall provide Frontier reasonable access at no charge to the Property during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, and, in furtherance thereof, Customer shall be ultimately responsible for all approvals, permits and licenses from third parties as necessary, and Frontier shall assist in such filings. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on Customer's behalf where necessary to deliver the Services and any related auxiliary third-party services to the Property. Unless agreed otherwise by the parties in writing on a case by case basis in a Service Order, standard local premises equipment (e.g., routers, modems and the like) necessary to interconnect with Frontier's Network will be provided (on a leased basis) and initially configured upon installation to allow for interconnection to Frontier's Network by Frontier.

e. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, or any Service, by Customer or third parties without the written consent of Frontier is a material breach of this FBSA and cause for termination of this FBSA and any related Service Order, at Frontier's option.

f. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. If Customer fails to allow Frontier to commence performance within a reasonable period of time, then, upon written notice by Frontier to Customer, such failure will be deemed cancellation of the Services in accordance with Section 5(a). Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service is the result of mishandling, abuse, misuse, improper



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operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

g. In furtherance of delivery of Service to the Property, Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, as may be more fully described in the applicable Service Order; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

h. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow the connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

i. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Subject to Section 1(c), above, Frontier may provide compatible CPE and networking facilities for transporting the Service from Frontier's Network throughout the Property, Customer may be required to provide any wiring required to extend a communications termination and/or demarcation point at the Property. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

j. Customer and each Resident, not Frontier, is solely responsible for the selection, implementation and maintenance of the security features (including without limitation account passwords), if any, of its own network, equipment, hardware, software, software applications, etc., and for protection against unauthorized or fraudulent use of the Services. Customer and each Resident, not Frontier, is solely responsible for ensuring that all of their data is adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason nor for the security of Customer's or any Resident's property.

k. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services provided any substitute equipment or service is of equal or greater quality to those provided in this FBSA. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notices. Upon notice from Frontier that any facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, or interference with Frontier's Network, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

l. Customer represents and warrants to Frontier that at all times:

- (i) Customer's use of the Service will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and the rules and regulations of any other authorities having jurisdiction over the subject matter of this FBSA, and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use;
- (ii) Customer's receipt and use of the Service and granting to Frontier of access to the Property to deliver Service shall not violate the property rights or interests of any other person or entity;
- (iii) Neither the execution and delivery of this FBSA by Customer nor Customer's performance of any obligation hereunder (a) will constitute a violation of any law, ruling, regulation, or order to which Customer is subject, or (b) shall constitute a default of any term or provision under any other agreement or document (i) to which Customer is a party or is otherwise bound or (ii) to which the Property or any part thereof is subject;
- (iv) Customer is not a party to any sales or marketing agreement for telecommunications services or a bulk services arrangement with any other provider of services similar to the Services covered in this FBSA and that nothing in this FBSA or any Service Order conflicts with any legal obligation to which it is bound;
- (v) Customer has the authority to perform its obligations under this FBSA;
- (vi) Customer owns or controls the telecommunication services marketing rights to the Property, and that no other person or entity has any rights to marketing fees paid in connection with the marketing of services similar to the Services to the Property; and
- (vii) Customer has the lawful right to access and grant Frontier access to the Property in furtherance of providing Services thereat.

m. Each Resident shall be required to adhere to the Frontier's applicable Terms and Conditions ("**T&C**") which Frontier may modify at any time, available for review at <https://frontier.com/corporate/terms>. Failure of a Resident to comply with any applicable T&C is grounds



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for immediate suspension or termination of Service for the Resident where the offense occurred, but shall not relieve Customer of its obligation to pay Frontier for the Services outlined in the Service Order. Abuse of the network, facilities or equipment of Frontier or any other party that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties accessing Service through or permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of any Service, including without limitation usage of Frontier Internet access through Customer's or any Resident's hardware, software or account.

n. Customer and or Residents shall report all technical issues to Frontier by accessing the technical support group at (844) 660-0648 option #1 with respect to Service-affecting issues. Frontier will determine if the Resident's inquiry or Customer's inquiry is attributable to the specific Service provided by Frontier or other non-Frontier factors, such as an application or Customer's inside wiring. If Frontier determines that the inquiry is attributable to a Service-affecting issue with Frontier's Network, then Frontier shall provide resolution on a basis consistent with that support normally delivered by Frontier to its other customers in the ordinary course of business. If Frontier technical support determines that the inquiry is related to non-Frontier factors, then Frontier shall have no further responsibility for the issue. Customer or the authorized Resident in a Living Unit shall provide Frontier with reasonable assistance in troubleshooting and resolving Service issues and acknowledges and agrees that Frontier shall communicate directly with the affected Resident as necessary in order to resolve reported technical problems with the Service.

o. To the extent that any installation is required at the property, Frontier shall restore the condition of any impacted areas to a condition reasonably approximate to the previous condition prior to work (excepting normal wear and tear).

2. Term. The term of this FBSA will commence as of the Effective Date and will continue until expiration of the Service Term, as defined below in this Section 2, unless earlier terminated in accordance with the provisions of this FBSA. Customer will purchase the Services identified in each Service Order for the period of time stated in the Service Order (the "**Service Term**"). Unless otherwise stated in the Service Order, the Service Term and billing for the Service will begin upon the earlier of (i) Customer's (or Resident's) use of the applicable Service(s) or (ii) within five (5) days following Frontier's installation of such Service(s) which are available for Residents to order, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one (1) year periods, subject to the terms and conditions of this FBSA and at the then applicable Frontier rate, excluding promotional rates, subject to the terms of this FBSA.

3. Payment.

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

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

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

d. Price Increases. Frontier shall be entitled to increase the MRC by no more than three percent (3%) for data Services any twelve (12) month period.

4. Service Promotion and Training.

a. Customer shall promote Frontier's available services at the Property, including internet/data, voice, and TV video services (the "**Marketed Services**"; the Marketed Services may be revised from time to time by Frontier upon written notice to Customer) to current and prospective Residents by displaying Frontier-provided literature and contact information ("**Frontier Materials**") at the Property's high-traffic areas, and otherwise as mutually agreed. Customer will provide access to Frontier to provision additional and/or enhanced



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communications services directly to the Property's Living Units, subject to a separate agreement with the relevant Resident ("**Service Enhancements**") provided, however, that: (1) access to the interior of the Living Unit shall be subject to such Living Unit owner's consent; and (2) Association shall not be held in breach in any of its obligations under the FBSA (including all exhibits and addenda hereto) should a Living Unit owner forbid Frontier from accessing a unit. Customer will promote such Service Enhancements, which will be included as part of the Marketed Services, as identified by Frontier from time to time by prominently displaying Frontier-provided literature throughout the common areas of the Property and including it with information packets related to the Property provided to Residents.

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

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

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

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

5. Cancellation Charges.

a. If Customer cancels any Service prior to installation of the Service, Customer shall pay a cancellation charge equal to the NRC for such Service plus one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation.

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

- (i) Frontier will be entitled to recapture a ratable portion of the Initial Property Marketing Fee (as defined in Schedule B) previously paid to Customer in the event Frontier terminates this FBSA due to a breach by Customer, pursuant to Section 3(b). The amount of Initial Property Marketing Fee eligible for recapture under this Section 3(b)(i) will be determined by multiplying the Initial Property Marketing Fee by a fraction, the numerator of which is the number of months remaining in the Service Term and the denominator of which is the total number of months in the Service Term. Without limiting the foregoing, in the event Frontier terminates this FBSA under this Section 3(b)(i) due to a breach by Customer of the non-competition provisions of this FBSA, then the amount eligible for recapture under this Section 3(b)(i) shall be 100% of the Initial Property Marketing Fees, without pro-ration.
- (ii) Frontier will be entitled to recapture a ratable portion of the Initial Property Marketing Fee previously paid to Customer in the event Customer transfers a controlling interest in the Property without assigning and causing such transferee to assume this FBSA in a manner satisfactory to Frontier (which may include such third party entering into a written agreement with Frontier comparable to this FBSA). The amount of Initial Property Marketing Fee eligible for recapture under this Section 3(b)(ii) will be determined by multiplying the Initial Property Marketing Fee by a fraction, the numerator of which is the number of months remaining in the Service Term and the denominator of which is the total number of months in the Service Term.



- (iii) Customer shall pay Frontier the recaptured Initial Property Marketing Fee, within five (5) business days of Frontier's written notice to Customer requesting payment thereof pursuant to the above provisions. Frontier may offset and reduce, and retain, the amount of any Initial Property Marketing Fee eligible for recapture from any future payments owed to Customer for any purpose and under any agreement with Customer, without further notice, as a means of collecting amounts owed.

c. Frontier may terminate the FBSA, any Service, and/or any Service Order, for any reason, upon 60 days' prior written notice to Customer, without liability. In addition, Frontier shall have the right to terminate this FBSA, any Service and/or any Service Order upon written notice to Customer, if in Frontier's determination, the provision of Services to the Property or the continuation of this FBSA would be or becomes infeasible or impracticable for legal, technological (including lack of available facilities or inside wiring issues) or regulatory reasons, without liability.

6. Limitation of Liability and Warranty Provisions.

a. The liability of Frontier and its affiliates related to any and all claims in respect to this FBSA, any Service Order and the Service provided under this FBSA, and for the acts or omissions of Frontier or any of its agents or contractors, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order, or, if there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service during the prior 12 months. In cases of an Outage (as defined below in this Section 6(a)), Frontier's sole liability shall be limited to 1/720 of the MRC for each hour of non-Service after Frontier is notified of the Outage. An "Outage" is an interruption in Service caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. There will be no credits, reductions or set-offs against charges for Services, or for interruptions of Services, except as expressly set forth herein.

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

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, causes beyond Frontier's reasonable control or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense and, in the case of an Outage, afford Customer the credit pursuant to Section 6(a). THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK AND SERVICES PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR ACCESS OR OPERATION OF THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FBSA shall not be construed as granting a license or ownership right to Customer with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services provided under this FBSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

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

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

7. Indemnification.

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



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

b. Except for Customer's willful misconduct or gross negligence Frontier shall indemnify, defend and hold Customer and its affiliates, agents and contractors, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Frontier's breach of this FBSA; (ii) Frontier's gross negligence or willful misconduct in the performance of its obligations under this FBSA; or (ii) any bodily injury (including illness or death) or property damage caused by Frontier or anyone within its control. The obligations under this Section 7 are independent of any other obligation under this FBSA.

8. Publicity/Trademark License. Except to the limited extent expressly set forth herein, this FBSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Except as expressly permitted hereunder, Customer may not use Frontier's name, trademarks, or trade names in press releases or advertising without Frontier's prior written consent.

9. Confidentiality. Except as otherwise required by law or otherwise provided herein:

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

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

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or if confidentiality is waived by the disclosing party or if it is independently developed, as demonstrated by documentary evidence, without reliance upon such Information, or if it enters the public domain other than by means of the other party's breach of this Section 9. Information shall remain the property of the disclosing party and shall be returned to such party or destroyed on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be, in the ordinary course of its business.

10. Breach.

a. Breach by Customer: If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FBSA or any Service Order and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Service Order (or any portion thereof) until the breach is remedied to Frontier's satisfaction, terminate the applicable Service Order (or any portion thereof), or terminate this FBSA and all Service Order(s). Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, terminate any or all Services and retrieve Frontier Network elements from the Property for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has damaged or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Services to Customer.

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

11. Force Majeure. In no event will Frontier or Customer be liable to the other party for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of the other party, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other



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natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

12. Assignment. This FBSA may not be assigned by Customer without Frontier's prior written consent, which consent shall not be unreasonably withheld. Frontier may subcontract portions of the work to be performed hereunder to provision the Services. This FBSA shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13. Work Site Conditions.

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered on or about the Property or Service delivery locations during work pursuant to this FBSA, Frontier may suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Service Order, based on any increase in costs incurred by Frontier. In such event, Frontier will provide Customer written documentation which reasonably supports the increase in costs.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Property or location where Services will be installed or delivered.

14. Title and Risk of Loss.

a. Risk of loss or damage for equipment installed at a Customer designated Property shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network element or equipment installed at the Property or location where Services will be installed or delivered (which is leased or for which title has not transferred to Customer) remains the personal property of Frontier (or Frontier's supplier), notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FBSA or any Service Order, all Frontier property, except for such external elements or equipment that are permanently installed or otherwise not practicably movable, shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the current retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

15. Competition. Customer recognizes the availability of competitive alternatives for receiving the Services provided under this FBSA, and has freely elected to enter into this FBSA in order to receive the benefits it offers.

16. Government Regulation. To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FBSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FBSA. If provision of any Service pursuant to this FBSA is subject to advance approval of the FCC and/or any state public utilities commission, this FBSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

17. Governing Law. The FBSA shall be governed by and enforced in accordance with the laws of the State of Florida. The proper jurisdiction and venue for any litigation arising out of this FBSA shall be in a court of competent jurisdiction in Sarasota County, Florida, where the Property is located. All parties hereunder waive any and all jurisdictional defenses.

18. No Waiver. If either party fails, at any time, to enforce any right or remedy available to it under this FBSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

19. Severability. A declaration by any court, or other binding legal source, that any provision of this FBSA or any Service Order is illegal and void will not affect the legality and enforceability of any other provisions of this FBSA, unless the provisions are mutually dependent. Residents are not third-party beneficiaries hereunder and Frontier has no obligation to any Resident by virtue of this FBSA or the provision of Services hereunder.

20. Notice. Any written notice either party may give the other concerning the subject matter of this FBSA shall be in writing and given or made by means of certified or registered mail (with tracking or return receipt requested), electronic mail, express or overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Customer: At Customer's address shown on the first page of this FBSA.

Attn: CHARLIE BENEDICT
E-mail: BENEDICTCHARLIE94@GMAIL.COM

To Frontier: Attn: Contract Management – Multifamily
E-mail: multifamily.contracts@ftr.com



FRONTIER

With copies to: Scott Buehrle, Vice President, Multifamily Sales and Strategy
E-mail: scott.buehrle@FTR.com

Frontier Communications of America, Inc.
Attn: Associate General Counsel
111 Field Street
Rochester, NY 14620

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

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

22. Insurance. Customer 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: Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury (including death) and property damage, including Personal and Advertising Injury, and \$2,000,000 General Policy Aggregate. Upon Frontier's request, Customer agrees to furnish, within thirty (30) days of such request, certificates of insurance evidencing the coverage required by this FBSA. Frontier shall be named as an additional insured under Customer's general liability insurance policy. Customer's liability coverage is primary and not excess of, or contributory with, any insurance maintained by Frontier. Customer waives all rights of recovery, claim, action or cause of action against Frontier, or its agents and affiliates for any loss or damage that Customer suffers to the extent such loss or damage is reimbursable by any insurance or self-insurance carried by Customer.

Frontier shall maintain, with an insurance company or companies lawfully authorized to do business in the State of Florida where the Property is located such insurance as will protect Frontier and Customer from claims which may arise out of or result from Frontier's operations under the FBSA and for which Frontier or Customer may become legally liable, whether such operation be by the Customer, Frontier or any subcontractor or anyone directly or employed by any of them (subject to the terms and conditions of the policies). On request by Customer, Frontier shall provide and furnish a Certificate of Insurance and all endorsements evidencing insurance policy coverage, for the following:

(i) Worker's Compensation Insurance according to State statutory limits covering all employees of Frontier.

(ii) Commercial General Liability Insurance, including Contractual Liability and Products and Completed Operations coverage, in the limit amount of \$1,000,000 per occurrence with the Customer included as an additional insured.

(iii) Commercial Automobile Liability coverage in the combined single limit amount of \$1,000,000 per occurrence with the Customer included as an additional insured.

(v) Excess or Umbrella liability policy in the limit amount of \$3,000,000 per claim/occurrence with the Customer included as an additional insured.

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

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

25. Survival. Upon termination or expiration of this FBSA, the operative provisions of this FBSA necessary to enforce and or construe the parties' rights and obligations, and such other provisions which by their logical context would be expected to survive, shall survive any such termination or expiration, including without limitation Sections 3, 5, 6, 7, 8, 9 and 17.

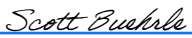



FRONTIER

Frontier Bulk Services Agreement

Frontier Confidential

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

FRONTIER COMMUNICATIONS OF AMERICA, INC.	Vintage Grand Condominium Association, Inc.
Signature:  <small>Scott Buehrle (Oct 31, 2024 13:57 EDT)</small>	Signature:  <small>Charles Benedict (Oct 19, 2024 16:52 EDT)</small>
Printed Name: Scott Buehrle	Printed Name: Charlie Benedict
Title: Vice President, Multifamily Sales and Strategy	Title: Board President
Date: 10/31/2024	Date: 10/19/2024



SCHEDULE A

FBSA SERVICE ORDER

This FBSA Service Order ("Service Order") to the Frontier Bulk Services Agreement, dated October 15, 2024 ("FBSA"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier") and Vintage Grand Condominium Association, Inc. ("Customer") is entered into by the parties as of the latter of the dates of signature below. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the FBSA.

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

PROPERTY AND PROPERTY CONTACT INFORMATION

Property Name: Vintage Grand
Property Address: 4012 Crockers Lake Boulevard, Sarasota, Florida 34238
Contact Name: Glenn Aitelli
Telephone Number: 941-923-7380
E-mail Address: gaitelli@pcmfla.com

SERVICE TERM (as identified below)

Length of Service Term: 5 years

BILLING CONTACT INFORMATION

Name: Glenn Aitelli
Invoice Address: 3701 South Osprey Avenue, Sarasota, Florida 34239
Telephone Number: 941-923-7380
E-mail address: gaitelli@pcmfla.com

TABLE A: BULK SERVICE

Table with 4 columns: Service, Living Units, NRC, MRC. Row 1: Data - 500M in Year 1* (* = to be replaced by 1 G Data speed at the end of Year 2 of the Service Tern, without additional charge from Frontier), 432, N/A, \$11,664.00 TOTAL MRC (\$27.00 per Living Unit)

**Frontier will install eero wireless routers or similar wireless routers, which are made commercially available by Frontier, at Frontier's sole discretion, to subscriber at time of the Service Order activation.

1. Service Description and Changes.

a. Subject to applicable laws and regulations, Frontier will provide the Services to the Property, enabling all of the residential living units at the Property (each a "Living Unit") for activation of such Service.

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

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



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Frontier Bulk Services Agreement

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- Service installation will be completed as a continuous project, and all Services will be delivered as a single event upon notice from Frontier. The Service Term will begin on the date that Frontier provides notice to Customer that the Living Units have been enabled for Service.
- Service installation will be completed per a mutually agreed schedule. Frontier will test and deliver Service in insert # stages, based on insert reference point - number of units, building, floors within a building or reference a separate document. (each a "Stage"), and will provide notice of completion upon delivery of Service for each Stage ("Notice of Completion"). Prorated billing for Services provisioned for each Stage will commence upon each Notice of Completion. Unless otherwise agreed in writing, billing will be prorated by dividing the total MRC by the number of Stages. The committed Service Term will begin on the date that Frontier provides the Notice of Completion for the final Stage.

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

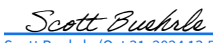

a. Customer shall ensure proper use of all Service-related equipment, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at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

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

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

5. Billing and Payment Schedule. For the first two (2) months, a period measured between August 1, 2025 and ending no later than September 30, 2025, after the Services are first available to a Living Unit at the Property (the "Ramp-Up Period"). Frontier shall invoice Customer for all Living Unit(s) that have the Services installed and activated. At the conclusion of the Ramp-Up Period and through the Service Term of the FBSA, Customer shall be invoiced for all Living Units at the Property, regardless of whether occupied and/or Services installed and activated, consistent with the terms set forth in Section 3 of the FBSA.

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

FRONTIER COMMUNICATIONS OF AMERICA, INC.	Vintage Grand Condominium Association, Inc.
Signature:  <small>Scott Buehrle (Oct 31, 2024 13:57 EDT)</small>	Signature:  <small>Charles Benedict (Oct 19, 2024 16:52 EDT)</small>
Printed Name: Scott Buehrle	Printed Name: Charlie Benedict
Title: Vice President, Multifamily Sales and Strategy	Title: Board President
Date: 10/31/2024	Date: 10/19/2024



SCHEDULE B

COMPENSATION

1. Initial Property Marketing Fees. For the Property expressly set forth in Schedule A, Frontier will pay Compensation to the Property Owner in the form of a marketing fee, in accordance with the terms of this Schedule B ("**Initial Property Marketing Fee**"). For purposes of this Agreement, the Initial Property Marketing Fee shall mean an amount not to exceed ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,00.00), which equates to an individual amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per Living Unit and shall be paid in a lump sum amount. The Initial Property Marketing Fees, if any, shall be payable to Property Owner no later than sixty (60) days after the Property Effective Date.

2. Demonstration Account.

a. Frontier will provide certain Frontier services on a complimentary basis ("**Demonstration Account**") for FIVE (5) accounts, as described below, during the Term.

b. The following Frontier services are included in each Demonstration Account:

(i) One (1) Frontier high speed internet access service ("**HSIA**"). Subject to the terms and conditions applicable to other retail customers, including credit qualification and payment of applicable charges, customer may upgrade HSIA bandwidth at the difference between Frontier's standard retail market rate for the HSIA and Frontier's standard retail market rate for the higher bandwidth internet access retail service at the time of purchase.

c. The Demonstration Account will be located in a public location at the Property Owner's discretion, subject to Frontier's reasonable approval and any applicable restrictions. The Demonstration Account cannot be used as a public Wi-Fi hotspot. Property Owner agrees to provide, at its expense, any and all equipment, other than the Frontier Equipment; e.g., televisions and computers, and install such equipment required to display or utilize the Demonstration Account. Other than the pricing accommodations being offered by Frontier, Property Owner agrees to abide by all terms and conditions and restrictions applicable to standard customers of any Demonstration Account as if it were a subscribing customer. The Demonstration Account will include standard installation at no charge to Property Owner and there shall be no monthly recurring charge to Property Owner for the Demonstration Account; provided, however, Property Owner shall be responsible for paying applicable one-time and monthly taxes and other governmental fees and surcharges typically charged by Frontier for the services. Property Owner agrees that Frontier may place, or Property Owner shall place at Frontier's direction, signage at the premises where the Demonstration Account is being delivered advertising Frontier as the service provider; such signage shall be paid for by Frontier and installed by Frontier or Property Owner at Frontier's request at the visibility point designated by Frontier.

d. Property Owner may order the following additional services for use with the Demonstration Account at the same rate charged for similarly situated retail customers: non-standard installation, RF remote controls, HSIA upgrades, or additional programming when made available. Property Owner will be responsible for charges for upgrades or additional services on the account where Demonstration Accounts are provided. Demonstration Account will not be provided if the Property Owner is disconnected for non-payment for upgrades or additional services. All equipment not expressly purchased shall remain the property of Frontier and subject to applicable terms and conditions for the corresponding service.

e. Frontier reserves the right to modify or cancel any Demonstration Account (including any related additional services purchased), at any time with or without notice, provided Frontier will provide prior notice of any price increase within its control.