

**EXHIBITS TO THE DECLARATION  
IN SUPPORT OF COMMENTS  
OF COMCAST CORPORATION**

- Exhibit A:** Knology, Inc. Exclusive Access Agreement, Florida
- Exhibit B:** Knology, Inc. Marketing Materials and Proposals to MDU Owners
- Exhibit C:** Exclusive Marketing, Promotion, Sales and Use Agreement of Dish Network Reseller
- Exhibit D:** Digital Community Networks, Inc. Exclusive Agreement, Florida
- Exhibit E:** Digital Community Networks, Inc. Exclusive Agreement (2), Florida
- Exhibit F:** Verizon News Release Re FiOS, March 8, 2006
- Exhibit G:** Verizon Brochure: “Connected: Partnering to Profit from Fiber-Optic Broadband”
- Exhibit H:** AT&T Brochure: “AT&T Smart Moves: Services at a Glance”
- Exhibit I:** “Smart Moves Regional Contract for Marketing of Services for Pacific Bell Telephone Company New Construction MDU Properties”
- Exhibit J:** “Pacific Bell Smart Moves Contract for Marketing of Video Services”
- Exhibit K:** BellSouth: “Standard Marketing Agreement”
- Exhibit L:** “Qwest Broadband Services & Marketing Agreement”
- Exhibit M:** Qwest Marketing Materials

# **Exhibit A**

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KNOLOGY OF PANAMA CITY INC.

EXCLUSIVE CABLE TELEVISION SERVICES AGREEMENT

This Agreement, made this [REDACTED] day of [REDACTED], by and between [REDACTED] ("Owner"), with its principal office located at [REDACTED], and KNOLOGY OF PANAMA CITY INC. ("Operator").

WHEREAS, the Operator is in the business of providing cable television services; and

WHEREAS, Owner owns certain real property and improvements located at [REDACTED] (the "Property"); and

WHEREAS, Owner desires to make Operator's services available to the residents of the Property (the "Guests"), and Operator is willing to provide such services to the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**1. Rights Granted to Operator.**

**1.1 Services.** During the term of this Agreement, Operator shall have the exclusive right to provide the cable television services, in order to deliver programming to the Guests, as listed on Exhibit A (the "Services").

**1.2 Use of the Property.** Operator and its agents and contractors shall have full right of access to the Property in order to design, construct, install, maintain, repair, upgrade and operate the system and network to provide the Services, including underground cable, pedestal locations and power supply locations (collectively, the "System"). Operator agrees to provide to Owner materials for inside wiring. Such inside wiring materials shall be installed by Owner at no charge to Operator. After Owner completes installation of inside wiring, Operator shall then install all other equipment associated with inside wiring including face plates, connectors, and junction boxes. The construction and maintenance work for the System shall be performed in a good and workmanlike manner, and free from liens. Operator may, at its expense, install such equipment on the Property, as it deems necessary from time to time for the operation of its System.

**1.3 Marketing.** Owner agrees that it will not market another provider's products and/or services related to cable television services during the term of the Agreement, including but not limited to satellite master antenna television services. The parties agree that the terms, conditions and charges for Services shall be between the Owner and the Operator. Credits, if

any, for service interruption shall be granted to the Owner in accordance with the policies and tariffs, if applicable, of Operator and its agents.

**2. Obligations of Operator.**

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**REDACTED**

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2.6 **Compensation.** During the term of this Agreement, Owner agrees to pay the compensation set forth on Exhibit B to Operator. Operator may increase the monthly rate upon 30 days notice to owner. The initial monthly service charge is guaranteed not to increase for 24 months from the date of the agreement, and may increase no more than 5% during any twelve

# **Exhibit B**

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# Knology revenue-sharing plan for multi-dwelling unit owners

Knology helps you attract and retain residents by offering the quality services that people seek.

- Knology Phone Service—local and long distance, competitive rates, more than 20 calling features like voice mail, call waiting, caller ID and more.
- Knology Digital Cable TV—more than 200 channels, superior picture and sound, 47 premium channels with multiple screens of HBO, Showtime, The Movie Channel, Encore and STARZ!; Video on Demand and 45 digital music channels.
- Knology Internet Service—Knology High-Speed Internet; download photos, music, video clips and software at lightning-fast speeds; no dialing up, no busy signals, won't tie up your phone line. Knology IntroNet—100% faster than traditional dial-up service; priced to fit any budget.

## Knology Revenue-Sharing Plan for Multi-Dwelling Unit Owners

- Knology will link the fiber-optic network to property free of charge
- Knology crews are professionally trained to minimize installation's impact on your property
- Property owners receive a check every month and a recap of their subscribers
- Offering Knology services attract and retain more residents
- Offering Knology services increases owners' competitive edge over competing properties

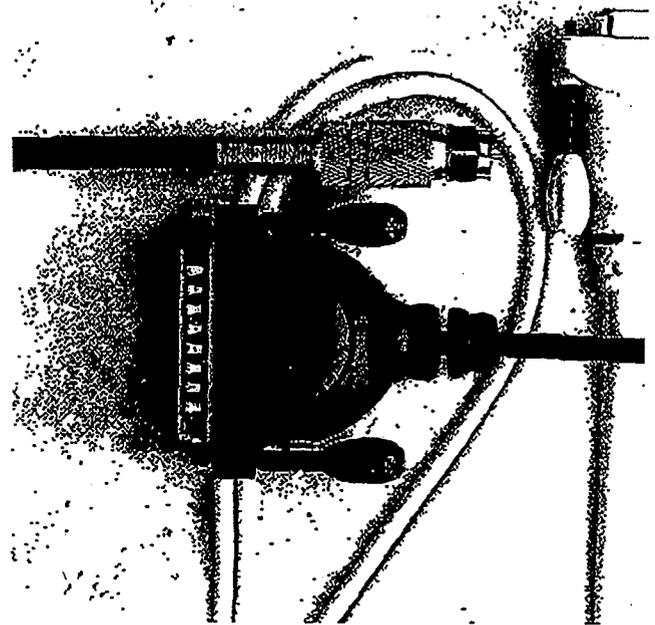


**KNOLOGY**

knology.com

Knology uses a superior fiber-optic network that provides virtually  
**unlimited bandwidth.**

- Marconi Communications DISC\*S\* Deep Fiber HFC Network takes fiber-optic technology further—to an Optical Network Unit located within just a few hundred feet of each apartment unit.
- Each fiber node serves a maximum of just 24 residences (as opposed to 300 to 1000). This allows for less shared bandwidth and, therefore, faster download and upload speeds for voice, data and other Internet applications.
- Marconi Deep Fiber gives you virtually unlimited bandwidth to handle any anticipated increase in traffic, accomplished by upgrading cards and electronics.



**KNOLOGY**

knology.com

# **Exhibit C**

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## Cable Television & High Speed Internet Bulk Service Agreement

This agreement ("Agreement") is entered as of [REDACTED] by and between Sat Star Communications, LLC, a Florida limited liability corporation ("Company"), and [REDACTED] ("Owner").

WHEREAS, Owner is the Association for the multiple dwelling-unit, [REDACTED] (the "Property"), as described more fully in Articles 2 and 3 of the "Basic Provisions" set forth in Exhibit "A," which is attached hereto and made a part hereof; and

WHEREAS, Company is in the business of providing the Services set forth in the Basic Provisions to tenants of apartment houses, condominiums, and other multiple unit dwellings; and

WHEREAS, Company desires to provide the Services to the Property and to install the necessary equipment and cable to provide the Services, and Owner desires Company to install such equipment and cable and to provide the Services to the Property;

Now, therefore, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### 1. Definitions.

(a) "Premises" shall mean collectively (i) a secure, non-public area satisfactory to Company for installation and operation of the Video System (as hereinafter defined), consisting of at least one hundred twenty (120) square feet of floor space; and (ii) adequate electrical power and lighting satisfactory to Company for installation, maintenance, and operation of any required equipment or Services.

(b) "Property Manager" shall mean the manager of the Property and the personnel who assist the manager in managing the Property.

(c) "Services" shall mean the cable television programming provided to the Property via non-broadcast satellite, wireless, or fiber-delivered programming and high speed internet services delivered over the Video System, as defined in the Basic Provisions set forth in Exhibit "A."

(d) "Video System" shall mean receiving, processing, and distribution equipment; antennae; transmission and distribution lines; wires; coaxial cables; optical fiber; receivers; tapes; amplifiers; other electronic devices; pedestals; transmission or interconnect equipment; and all other materials or equipment on the Property installed or used by Company, including within any buildings or residential units used to transmit and receive the Services (other than personal property that is owned or provided by Owner or residents, and that is attached to the Video System).

2. **Term.** The term of this Agreement shall be for the period set forth in the Basic Provisions.

### 3. Obligations of Owner.

(a) Grant of Rights. Owner hereby grants Company, its successors and assigns, to the fullest extent permitted by law, (i) the right of access to the Property, as required to provide the Services to residents of the Property; (ii) the right to provide Services by any and

all means of distribution; (iii) the right to install, own, use, operate, replace, and maintain the Video System on, off, and through the Property and to serve other properties via the Video System; (iv) the exclusive right to market, promote, and sell Services at the Property; and (v) the exclusive right to receive Marketing Services from the Property Manager for the Services. Owner shall not permit any other provider of television or video programming to use the Video System for any purpose whatsoever.

(b) License. Owner hereby grants to Company, for the term of this Agreement and to the full extent permitted by law, an exclusive license of ingress, egress, access, and right of way across, through, in, or on any part or all of the Property, each unit within the Property and Video System, to engage in any act or activity contemplated by this Agreement. Company also shall have the right to keep the area covered by the license and right of way granted herein clear of all shrubs and other obstacles. The license contained herein shall run with the land and be binding on Owner's successors and assigns. The license contained herein shall terminate on the termination date of this Agreement, as extended from time to time.

(c) Marketing Services.

(i) Company may market, promote, and sell the additional video services under such trade names or other branding as it may elect from time to time and utilize such marketing and promotional methods as it may reasonably elect, including, without limitation, direct mail, door hangers, displays, kiosks, telemarketing, customer contacts, and other promotional activities, provided that any such activity shall conform to high standards of ethical and professional conduct and shall not interfere with the Property Manager's primary duties of leasing and managing apartments and shall be discontinued upon Owner's request (which shall not be made unreasonably).

(ii) Owner and Property Manager shall not market any other provider's services in competition with Company.

(iv) Owner shall provide to Company relevant information requested by Company regarding residents of the Property, and other information necessary to operate the Video System and provide Services and additional video services according to this Agreement or to comply with Federal Communications Commission ("FCC") rules, subject to applicable law.

4. **Video System.**

(a) Company's Rights. Owner shall be obligated to make available to Company during the term of this Agreement (i) space sufficient for the Premises; (ii) access to and right to use any existing facilities, including wiring, owned and controlled by Owner for the provision of the Services; and (iii) sufficient access and space for installation of any cables, wiring, or other equipment reasonably required to be installed at the Property necessary or desirable for the delivery of the Services.

(b) Installation. Owner acknowledges and agrees that the receipt and distribution of the Services at the Property may be dependent upon a clear line-of-sight or other technical requirements. Owner agrees to cooperate with Company in the selection of the initial location or subsequent relocation of the Video System to meet such technical requirements. Owner promptly shall provide to Company requested specifications on the Property reasonably obtainable by Owner, such as wiring schematics and/or building diagrams. Owner agrees to

cooperate with Company in obtaining permits, consents, licenses, and any other requirements that may be necessary for Company to install and operate the Video System and furnish the Services, provided Company shall be solely responsible for the costs of such permits or other requirements.

(c) Ownership of the Video System. Every portion of the Video System, whether or not affixed to the Property, shall be used exclusively for Company's operation of the Video System. Upon expiration or termination of the term of this Agreement, all cable home run wiring (as defined by the FCC) and distribution plant belonging to Company shall become the property of Owner. All cable television receivers, modulators, high speed internet equipment and any other equipment which belong to the Company may be removed upon the termination or expiration of this Agreement, provided, any equipment that has not been removed within one hundred twenty (120) days after the termination of this agreement and that is not the subject of ongoing negotiation shall be deemed abandoned and the property of Owner.

(d) Maintenance. Company shall maintain the Video System in good order, condition, and repair. In no event shall Owner interfere with or attempt to repair, maintain, or service the Video System or allow any third party to do so.

(f) Electricity. Owner shall provide Company sufficient electricity to operate the Video System and HVAC required for the headend room at Owner's sole expense.

#### 5. **Service.**

(a) Company shall provide Services meeting the specifications set forth in the Basic Provisions through the Video System to each resident, provided Company, in its sole discretion, may change or modify the technology used to provide the Services or provide additional telecommunications services, subject to the terms of this Agreement.

(b) Company's liability in any monthly period for any failure to provide any Service, or for any material interruption thereof, shall be limited to a refund of any fees paid with respect to any such Service not so provided, prorated over the applicable monthly billing period; provided that Company shall have no liability for Service outages or interruptions lasting less than twenty-four (24) hours in duration.

(c) Company shall make available a customer service representative to receive service requests or inquiries from Owner, Property Manager, or residents. Company's customer service center shall be operated in accordance with industry standards and FCC standards set for customer service centers of entities providing services similar to those that Company shall provide hereunder. As of the date of Company's execution of this Agreement, Company's hours of customer service are 10 a.m. to 7 p.m. (EST), Monday through Friday; Company has a live answering service available for service outages and emergencies during all other times. Company reserves the right to change hours and operations of customer service, but Company shall provide subscribers with notice of material changes.

(d) Company shall respond promptly to any and all complaints or repair requests from subscribers, and all such complaints and repair requests will be handled in a professional and efficient manner. Company shall perform routine maintenance services during its normal working hours. Company shall obtain any required consents from residents, Owner, or Owner's employees prior to commencement of repair and maintenance service in dwelling units; provided, Owner shall obtain or provide to Company consent from residents prior to commencing the initial installation of the Video System or subsequent upgrades thereof.

Exhibit "A"

Attached to and made a part of that certain Agreement, dated [REDACTED], between Sat Star Communications, LLC and [REDACTED]

Basic Provisions

Certain basic provisions of this Agreement are set forth below.

1. Date of Agreement: \_\_\_\_\_
2. Property Name and Address: [REDACTED]
3. Number of Units: [REDACTED]
4. Company: Sat Star Communications, LLC  
Notice Address: 5155 Rio Vista Avenue  
Tampa, FL 33634  
Attention: General Counsel
5. Owner: [REDACTED]  
Notice Address: [REDACTED]
6. Term: Five (5) years from the date of this Agreement.
7. Extension Options: Automatic 1 year extensions, each extension for a period of 12 months; provided, either party shall have the right to terminate this Agreement before the end of the initial term or before the end of any extension thereof by delivering written notice to the other not earlier than one (1) year and not later than three (3) months prior to the expiration of the then-current term or extension.
8. Services Fees: Commencing on the initial delivery of services, and on the first day of every calendar month thereafter, Owner shall pay Company the amount of [REDACTED] multiplied by [REDACTED] in exchange for the cable television programming portion of the Services. Commencing on the initial delivery of services, and on the first day of every calendar month thereafter, Owner shall pay Company the amount of [REDACTED] multiplied by [REDACTED] in exchange for the high speed internet portion of the Services. Service Fees that are unpaid for more than five (5) days after the date on which they are due shall accrue interest at the lesser of [REDACTED] per month or the maximum permitted by law. The Services Fees may be increased once every twelve months but only by the same percentage the Company's cost for the associated services increase. Company will provide documentation of any increase in its costs. In no event will the Services Fees increase exceed the percentage increase in the CPI-U for the federal Standard Metropolitan Statistical Area nearest the property. Any Services Fees increase will require written notice to the Owner 90 days prior to any proposed fee increase.

## SERVICES

1. "Services" shall mean the cable television programming provided to the Property via non-broadcast satellite, wireless, or fiber-delivered programming and high speed internet services delivered over the Video System. The Services shall be exclusive except as provided by law, and Owner exclusively shall market the Services as set forth in the Agreement.

2. Initial Line-up – Upon activation of the Services, the initial video line-up shall be (or shall be substantially similar to) the line-up set forth on Exhibit "A-1" attached hereto.

# **Exhibit D**

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### Exclusive Right to Provide Cable Service

THIS AGREEMENT, entered into this [REDACTED] day of [REDACTED] engages [REDACTED] (hereinafter referred to as "Customer"), with offices located at [REDACTED] and Digital Community Networks, Inc., (hereinafter referred to as "DCNets") with offices located at 4050 20<sup>th</sup> Street West, Bradenton, Florida 34205.

This Agreement is applicable to the property(ies) owned, managed, leased or operated by Customer, [REDACTED] (hereinafter referred to as "Property").  
[REDACTED]

See Legal Description attached hereto as Exhibit A

#### Definitions.

*Cable System* – A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video service and which is provided to multiple subscribers.

*Cable Service* – All video programming that can legally be retransmitted via a cable system and

includes without exception any signal that can be captured from any television broadcast station, satellite broadcast station, wireless broadcast station, data modem transmission and/or any signal that can be of local origination.

*Demarcation Point.* – That point at or about twelve inches outside of where the cable wire enters the subscriber's actual dwelling unit. For example, the "twelve inches outside the subscriber's dwelling unit" could well be a point on the 5<sup>th</sup> floor outside of the building in which the dwelling unit is located, if the new cable system is installed as an exterior post wire design. The location of the subscriber's unit in the building(s) at the property does not change the demarcation point.

WHEREAS, Customer desires to have DCNets provide telecommunications services to the residents of the Property. These services include services commonly referred to as cable television and telephone and/or any other service that DCNets is legally able to provide via the system that DCNets shall install at the Property. DCNets will install and operate the new cable system for the sole purpose of making a profit on the operation of the retail sale of telecommunication services to the residents of the Property.

Further, DCNets would not invest the sums required to build and operate the cable system without the ability to remain in place and sell its services, even if there should be a change in ownership of the Property. Therefore, Customer and DCNets agree to the following terms and conditions.

**A.) Customer grants DCNets the following rights:**

1. A permanent blanket easement to the property to be used for the installation and operation of its system in order to provide telecommunication services to the residents of the property.
2. The exclusive right to provide cable services to residents of the Property. Customer is not responsible for any financial obligations to DCNets that residents may occur for individual subscription for cable service from DCNets.

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**REDACTED**

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and efforts over the term of this Agreement shall include:

- a. Names and addresses for all of the residents of the Property, provided to DCNets expressly for use in consumer marketing campaigns to secure retail customers. This data will be maintained on a confidential basis and used exclusively for direct mail and on-site promotional campaigns only by DCNets.
- b. Permit leasing and sales agents on the Property to provide DCNets' telecommunications service information to residents.
- c. Permit DCNets to conduct special events at the Property, expressly for the purpose of educating and soliciting new customers at convenient and appropriate times during the week.
- d. Provide suitable space for the display of promotional and educational consumer-marketing materials in the Clubhouse and/or leasing office and any other areas that are recommended by DCNets and deemed suitable by Customer.

**B.) WHEREAS, in further consideration for this Agreement, DCNets hereby agrees to grant Customer the following:**

1. DCNets will provide residents with cable programming choices that are, generally available to residents in the county.
2. DCNets affirms that cable television services will be maintained and operated in a professional manner in keeping with generally recognized industry standards. Further DCNets affirms that programming choices and pricing will be competitive with franchised cable systems in the region.
3. Installation: DCNets will install all its equipment in a professional manner according to industry standards.
4. Workmanship. DCNets shall provide Customer, for Customer's approval prior to installation of the system, plans and specifications applicable to construction of the system. If there is any incomplete work, or the construction of the system does not comply with the plans and specifications, as previously agreed upon, or any damage is caused as a result of DCNets' work it will be promptly corrected by the company.
  - a. Subject to delays beyond the reasonable control of DCNets or caused by the Customer or his employees or agents, work performed by DCNets shall proceed in substantial compliance with the schedule of construction at the Property, which shall be established by the general contractor and previously agreed to by DCNets.
  - b. Each employee of DCNets shall have all licenses required by law to perform the task assigned to him.

- c. Materials utilized by DCNets will be in conformity with the plans and specifications delivered to the Customer.
  - d. DCNets shall be responsible for the removal of its waste material and rubbish that results from the installation of the telecommunications system.
  - e. DCNets shall be responsible for initiating, maintaining and supervising all safety precautions and programs reasonably acceptable to DCNets and the Customer in connection with the installation of the telecommunications equipment.
  - f. All construction and installation of the telecommunications system shall be accomplished in a good and workmanlike manner in accordance with plans, specifications and the updated project schedules provided from time to time by the Customer.
  - g. The telecommunications system installation shall be in accordance with all applicable codes, regulations, laws and ordinances and shall include without limitation caulking of penetrations of firewall.
5. Indemnification and Insurance. DCNets agrees to indemnify the Customer and its affiliates for any actions or claims which may arise as a result of or due to DCNets' construction, installation and operation of the telecommunications system, except claims that arise due to the gross negligence of the Customer, its employees or agents.
- a. Company, agrees that it shall maintain, at its sole expense, insurance coverage, including worker's compensation coverage in an amount sufficient to comply with applicable law and employer/s liability, comprehensive general liability and Property damage coverage in the amount of \$1,000,000. DCNets shall provide the Customer with certificates of insurance evidencing such coverage prior to starting installation.
  - b. Customer agrees to indemnify DCNets and its affiliates for any actions or claims which may arise as a result of or due to Customers actions in the construction, installation and operation of the Property, except claims that arise due to the gross negligence of the DCNets, its employees or agents.

**C.) WHEREAS, Customer and DCNets further mutually agree as follows:**

- 1. Term. The term of this Agreement shall be fifteen (15) years commencing on the execution date of this Agreement. Thereafter, the term of the Agreement shall extend automatically for successive five-year renewal periods. Either party may terminate this Agreement by providing notice to the other party at least one hundred twenty (120) days prior to the commencement of any renewal period. Said termination notification must be in writing and forwarded by certified US mail.

**CONTRACT FOR BULK CABLE SERVICE**

This Contract for Cable TV Service is made effective as of this [REDACTED] day of [REDACTED] by and between [REDACTED] (herein referred to as "Customer") and Digital Community Networks, Inc. of 4050 20<sup>th</sup> Street West, Bradenton, Florida 34205 (herein referred to as "DCNets").

This Agreement is applicable to the property(ies) owned, managed, leased or operated by Customer, [REDACTED] (hereinafter referred to as "Property").  
[REDACTED]

1. **DESCRIPTION OF SERVICES.** Beginning on [REDACTED] DCNets will provide cable services to Customer for the term of the contract. The beginning date of this contract may be moved back up-to 90 days if required by Customer's current contractual obligations. The specific channels are described in "Exhibit A, Channel Guide". DCNets reserves the right to change programming if any of the channels listed in Exhibit A become unavailable due to changes in policy by the program distributor, which are unacceptable to DCNets. However, no new channel will be substituted without the approval of Customer.

2. **A. PAYMENT FOR SERVICES.** Customer will pay compensation to DCNets for the Cable Service in the amount of

**REDACTED**

# **Exhibit E**

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Copy

**DIGITAL COMMUNITY NETWORKS**  
**SERVICE AGREEMENT**

This is an agreement (the "Agreement") between Digital Community Networks, Inc. ("Digital"), whose address is 2073 Porter Lake Drive, Suite D, Sarasota, Florida 34240, and [REDACTED] (the "Owner"), whose address is [REDACTED]

[REDACTED] The Owner owns and/or manages a residential building commonly known as [REDACTED] (the "Property").

The property legal description is attached as Exhibit "A".

**TERMS AND CONDITIONS**

**1. THE SYSTEM.**

1.1. **Exclusive Rights.** The Owner grants Digital the exclusive right to install, operate and maintain equipment (the "System") at the Property reasonably necessary to receive and distribute and to provide services, to include, but not limited to: Television Programming; High-Speed Internet; Telephony and Home Security (the "Services") to the residents of the Property. Digital shall, at its own expense, install, operate and maintain the System and keep it in good repair. The System shall be the personal property of Digital. Digital may use the System to serve the Property as well as other Properties. Digital shall, to the extent permitted by law, have the sole and exclusive right to distribute the Services at the Property during the Bulk Rate Term. If a Bulk Rate Term is in force on the Property, see Exhibit "D". Digital shall have the right to sell services to individual residents at the property on a non-exclusive basis following the expiration of the Bulk Rate Contract

1.2. **Installation.** Digital shall make a good and workmanlike installation of the System and shall not damage the Property or injure anyone. The System shall provide the signal quality required by the FCC for cable television service and the Florida PSC for telephone service. Digital shall submit proposed construction plans describing installation and location of the equipment prior to commencement of construction. The plans for the location of the System are subject to the Owner's approval which shall not be unreasonably withheld or delayed. Digital shall complete installation in a timely manner and if the Property is new construction, Digital shall meet Owner's reasonable construction schedule attached as Exhibit "E". The Owner will, prior to the

Initials \_\_\_\_\_

retail price for Service, and associated costs are set forth in Exhibit "C". Digital shall have sole discretion with respect to the selection, distribution and/or pricing of any programming or related equipment.

2.2. **Broadband and Telephony Services.** Digital may, at its sole discretion provide high-speed Internet access and other services, to include telephone service and home security. Digital shall have sole discretion with respect to the selection, distribution and/or pricing of the Broadband and telephony services and related equipment. Retail price for service is shown in Exhibit "C".

2.3. **Bulk Pricing.** Bulk pricing for the Services or a part of the Services, if available and if in force on this Property is shown in Exhibit "D".

### 3. **MARKETING.**

3.1. **Access.** Digital's personnel will have access to the Property to make service and repair calls and conduct marketing in common areas, on weekdays from 9 a.m. to 7 p.m., and on weekends from 9 a.m. to 5 p.m. In the case of an emergency or any outage affecting three or more subscribers, service and repair calls can be made at any time, 24 hours a day. To the extent not otherwise prohibited by applicable law, the Owner will, upon request, periodically provide Digital with a current list of residents at the Property, which list will be kept confidential and may be used only to market the Service. The Owner will provide reasonable space in visible common areas and the rental office, if applicable, for the display and distribution of Digital's marketing materials.

### 4. **DIGITAL'S OTHER OBLIGATIONS.**

4.1. **Digital's Representations.** Digital warrants and represents that:

4.1.1. It is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, is qualified to do business in the state where the Property is located; and

4.1.2. It has the corporate power, legal right and governmental and third party approvals and consents as are required to fulfill all of its obligations under this Agreement; and

4.1.3. The execution, delivery and performance of this Agreement by Digital have been duly authorized by all necessary corporate action on the part of Digital; and

**Exhibit D**  
**Bulk Rate Pricing**

**1. DESCRIPTION OF SERVICES FOR**

Beginning on \_\_\_\_\_ Digital will provide the Bulk Rate Services to Owner for the term of the Agreement. The specific services are described below.

Services offered in Bulk Rate Pricing:

Cable

High-Speed Internet

**REDACTED**

regulatory fees and taxes, County regulatory fees and taxes; state gross receipts tax, regulatory admin costs; emergency funds and Federal Universal Service fees.

**B. PAYMENT FOR SERVICES. FIRST YEAR COMPENSATION.** Owner will begin paying compensation to Digital for each residential unit which receives a Certificate of Occupancy (CO) from the appropriate local government body. Each month payment will be equal to the monthly rate of [REDACTED] times the number of residential units which have received a CO. [REDACTED]

**4. START OF SERVICE.** Digital will provide the Bulk Rate Services to the individual units upon issuance of a Certificate of Occupancy (CO) for the units by the appropriate local government body. Owner will alert Digital of such action within thirty (30) days of each residential unit receiving its CO.

**5. BULK RATE FEE INCREASE.** Programming fees, especially for sports programming, are rising at rates that make it impossible for a service provider to project costs beyond 6 months. Therefore, Digital will pass-on programming increases that it receives that affect Owner's bulk rate. However, if programming change is contractually possible, Owner may chose not to accept the increase but rather changes the programming. Digital will make a reasonable effort to find comparable programming within the budget of Owner. In other words, Digital guarantees Owner's rate for the term of the Agreement; however, channels may change.

Similarly, any rate increases approved by regulatory bodies will be added to Owner compensation rate, when applicable to Digital. Such increase will be passed through without any administrative fee from Digital. When this occurs, Digital will add these increases to Owner's rate at no additional mark-up by Digital.

**6. TERM.** The term of the Bulk Rate Service is for six (6) years. The first year begins on the date that the first units are Certified for Occupancy (CO'd) and the first year ends 2 months after the last [REDACTED] residential unit is CO'd. The remaining 5 years of this Bulk Service Contract begins in the first month following the last month of the first year as defined in this paragraph. If neither party gives notice of termination to the other 180 days prior to the termination date of this Bulk Rate Agreement, the contract automatically renews for a like period.

**7. WARRANTY.** Digital shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the Private Cable industry and region, and will provide a standard of service equal to, or superior to, service standards used by service providers similar to Digital on similar projects.

**8. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have sixty (60) days from the effective date of such notice to cure the default(s).

# **Exhibit F**

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## **Verizon Launches Aggressive Plan to Bring FiOS Services to Apartments, Condos and Other Multi-Dwelling-Unit Sites**

Wednesday, March 08, 2006

### ***Verizon Enhanced Communities Team Offers FiOS Internet and FiOS TV for New, Retrofit Installations***

People who live in apartments, condos and coops are the next wave of customers who could enjoy the benefits of Verizon's fiber-optic, all-the-way-to-the-customer technology. Verizon will aggressively pursue agreements to bring FiOS Internet and FiOS TV services this year to these customers, nationwide.

Verizon Enhanced Communities is launching a major marketing campaign, sending business development executives and engineers to meet with multi-dwelling-unit (MDU) owners and condominium/co-op associations to negotiate marketing and access agreements and technology upgrades.

Verizon has various technologies available to provide services in multi-dwelling buildings and complexes, depending on what facilities are in place or can be installed. Verizon signed right-of-way agreements covering more than 57,000 units in just six months last year.

Verizon is concentrating sales efforts in those parts of 16 states where the company is building out its all-fiber network. Verizon is the only communications company deploying fiber-optic technology all the way to customers on a major scale.

"We have the technology, we have the sales and engineering team, and we have the solutions to bring our industry-leading FiOS Internet and FiOS TV services to a huge potential market that amounts to about a fifth of Verizon's customer base," said Eric Cevis, vice president of Verizon's Enhanced Communities group. "MDU owners and managers know that first-rate telecommunications services like our FiOS Internet and FiOS TV products differentiate their properties.

"We are intensifying our effort, begun last year, to get FiOS services into the MDUs, and we expect this year to dwarf last year's MDU sales penetration."

The Enhanced Communities group also has worked with developers to connect new homes to Verizon's fiber network. The group has agreements with builders and developers covering roughly 152,000 homes. The marketing activity in both segments has been conducted by Verizon Avenue, the business unit long associated with Verizon's multi-unit, multi-building marketing.

According to Cevis, the first step in signing up MDUs is securing a right-of-way inside buildings. Either new fiber or existing cabling and wiring can be used to deliver the services. Building owners and Verizon agree on the technology to be used.

With pathways engineered, building owners can have an exclusive marketing arrangement with Verizon, or can opt for other marketing arrangements.

"We have solutions for just about every situation," Cevis said. "And we're finding that owners and developers in the MDU community, like the single family developers, see the power of fiber-to-the-premises installations to differentiate their properties from non-fiber installations when marketing their properties.

"And that differentiation goes beyond initial sales or rentals," he said. "Because the capacity of fiber is virtually unlimited, we know it can be kept current with new technologies or bandwidth demands."

Verizon's aggressive marketing campaign began on a successful note with the announcement today of an agreement with a seniors citizens' complex in Huntington Beach, Calif.

The 1,238-unit complex, Huntington Landmark, has been retrofitted with Verizon fiber optic facilities and a limited marketing agreement signed with the owner to offer FiOS services to residents.

# **Exhibit G**

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# connected



## Give your customers what they want

The best in data, video and voice services via Verizon fiber-optic broadband



### **FUTURE COMPLIANT**

Bandwidth and bundling are key to tech-savvy consumers

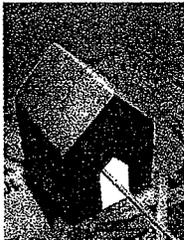


### **EASY MONEY**

Fiber-optic broadband and your bottom line

**verizon**

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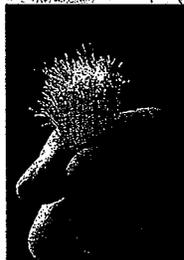
The broadband advantage, tech-enhanced living. "Future-compliant" developments and your bottom line. Plus, tech terms.



## **YOUR CUSTOMERS ARE TECH BUYERS**

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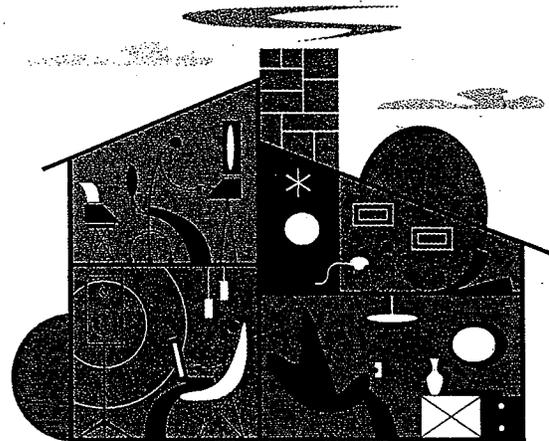
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# Broadband means business

Verizon is rewiring the country for fiber-optic broadband by bringing fiber to the front door. The benefits go right to developers' bottom lines.

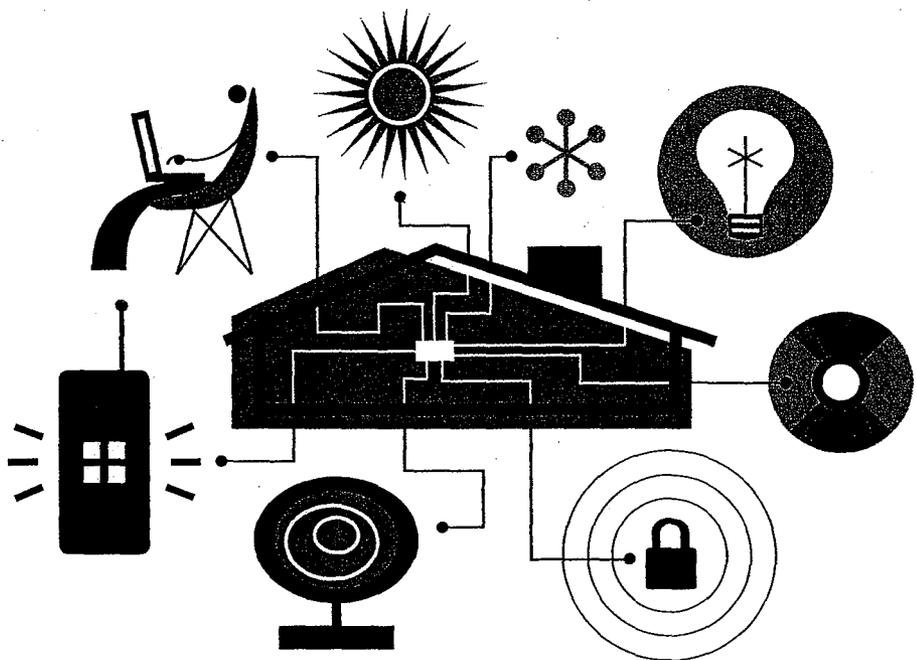
For many Americans, connectivity is already a way of life. The big game is on in the family room while the kids watch cartoons upstairs and you record your favorite series. In the study, your spouse is e-mailing a presentation to a colleague, while across the hall, your oldest child is gaming in 3D, online. Everyone's enjoying the benefits of high bandwidth.

In the online world, bandwidth translates to speed. The greater your connection's bandwidth, the more data it can carry, and the faster that data moves. Five years ago, most consumers were satisfied with a 56K dial-up Internet connection. But with streaming audio and video now commonplace, today many cable connections seem slow.

## The broadband advantage

Fiber-optic broadband satisfies the hunger for bandwidth. Verizon FiOS, a fiber-based service, supercharges the most bandwidth-intensive data, video and voice applications and has already earned rave reviews.

"I uploaded five digital photos, totaling 10.2 megabytes in size, to an online photo service," writes Walter Mossberg, The Wall Street Journal's technology columnist, in the Sept. 5, 2005, edition. "FiOS did this job in just over eight



minutes, while Comcast took one hour and 22 minutes."

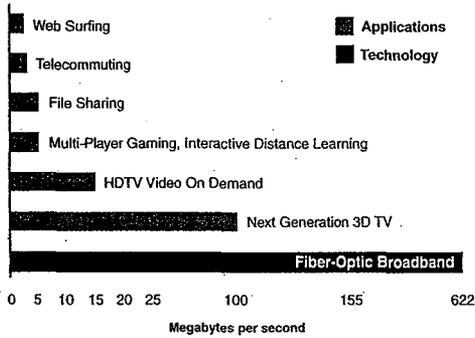
Large corporations have relied on this technology for years; now Verizon is delivering fiber-optic broadband directly to single-family homes, condominiums and apartment buildings. Verizon FiOS service is the fastest residential broadband connection the company has ever offered, letting users download content at speeds much faster than most cable companies can provide. It's even faster than the connections in many

"The fiber being installed today should have the capacity to handle anything that becomes available in the next 20 to 30 years."

Cliff Yezefski  
Verizon's FTTP National Planning Team



### Fiber-optic broadband download capacity



businesses — very appealing to the 40 million people who currently telecommute at least part-time.

### “Future-compliant” developments

Including a fiber-to-the-home infrastructure in your communities benefits you and your customers. That’s why Verizon calls them *Enhanced Communities*. In fact, Verizon is in the process of converting its nationwide network to fiber optics. The effort will take years and cost billions, but when it’s complete, most customers will have access to fiber-optic broadband with virtually no limits to the traffic it can handle.

“The fiber being installed today should have the capacity to handle

anything that becomes available in the next 20 to 30 years,” predicts Cliff Yezefski of Verizon’s FTTP (Fiber to the Premises) National Planning Team.

Future-compliant housing appeals to your customers, who want to know that their homes will accommodate the best technology now and in the future. Buyers view it as an investment in the future value of the home — plus, it enables high-tech upgrades that appeal to tech-savvy consumers. The Consumer Electronics Association estimates that the average high-tech home has \$5,000 to \$10,000 worth of built-in electronics: monitored security systems, simple lighting controls, computer networking and distributed audio-video.

Fiber-optic broadband makes incorporating these options easy. And with a download capacity greater than coaxial cable and significantly greater than traditional dial-up service, Verizon FiOS gives your customers access to exciting new applications that can dramatically enhance their quality of life. Think of fiber-optic broadband as an enabler: It helps people do things they never thought possible.

### Revolutionary FiOS TV

A fiber-optic broadband infrastructure enables all of a home's communication and entertainment services — data, video and voice — to be delivered via a single technology. Verizon took a leap in this direction in September 2005 with the introduction of FiOS TV: nearly 180 channels of 100 percent digital programming, plus a video-on-demand library 1,800 titles strong. Verizon is constantly expanding its offerings to deliver more comprehensive entertainment options.

*FiOS TV service is currently offered in several regions and will eventually be available to most Verizon customers. More than a souped-up version of cable, FiOS TV uses both broadcast technology to deliver scheduled programming and Internet Protocol (IP) technology for on-demand viewing.* Delivering television via fiber-optic broadband provides flexibility and exceptional sound and picture quality. Imagine your customers having the bandwidth to watch more of their favorite channels in amazing high definition. Not only will they have access to premium channels 24 hours a day, but they stay connected to the world by tuning in to more than two dozen popular international channels.

"IP will change the way consumers watch television," writes Deepa Iyer, an analyst with Dallas-based consumer technology research group, Parks Associates. "They will no longer sit idly in front of the television and absorb what is delivered to them. Instead, they will consume television in a way more suited to their lifestyles."

### The bottom line

As more of the country is connected by fiber, consumers will come to expect it — and will trade options or pay more to get it. Research shows that buyers see fiber as adding several thousand dollars of equity to a home. It also earns its keep in apartment and condominium complexes — *in 2004, the National Multi-Housing Council found that 47 percent of U.S. apartment residents said the availability of broadband access factored into their decision to rent a unit or not.*

The best part? Verizon helps the developer market high-tech communities and compensates them for their efforts. Plus, as one of the most recognized brands in the nation and a clear leader in fiber-optic broadband technology, Verizon is an ideal business partner. The company has a century of experience in the industry and \$71 billion in annual revenue to show for it. Consumers and developers alike know that Verizon is in it for the long haul.

"We're committed to putting resources and capital into this effort," says Dan O'Connell, director of sales for Verizon Enhanced Communities. "This is our core business."

If you hesitate when it comes to talking about technology with your customers, you're not alone. Here's a quick guide to a few of the most common terms.

the capacity of a data, video or voice connection; higher bandwidth translates to greater capacity and higher download and data-transfer speeds

a transmission type in which a single "line" can accommodate several signals; also a generic term widely used to describe any Internet connection faster than dial-up

Internet service delivered to the home via the same coaxial cable that delivers cable television

also known as *coax*; copper cable used by cable television providers to deliver television and Internet service; also commonly used to create computer networks

a common buzzword when talking about technology; refers to the ability of a device or program to access information from another device or program

literally means *digital subscriber line* service; DSL makes sophisticated use of copper phone wires to transmit data at high speeds

state-of-the-art high-speed transmission of data, video and voice facilitated by the nearly unlimited bandwidth of fiber-optic cable

also known as *fiber*; an insulated bundle of glass or plastic fibers used to transmit data as light waves at extremely high speeds and with low interference

Verizon's fiber-optic broadband Internet service, which provides the fastest home connectivity the company has ever offered

Verizon's groundbreaking new entertainment service, delivering high-definition television and movies to homes via Verizon fiber-optic broadband

short for *wireless fidelity*; a Wi-Fi or wireless network generally refers to localized data transmission through the air between a wireless router and one or more wireless devices

a device that converts incoming signals traveling via copper lines or fiber-optic cable into Wi-Fi transmissions and vice versa



# Your customers are **tech buyers**

Consumers expect the latest technology where they work, where they play, even in their cars. Now they want the same in their homes, and they'll seek out builders who can make it happen.

**A**ccording to the Consumer Electronics Association (CEA), the average American home now has electronic devices that enable 21 separate tasks, including watching DVDs, recording favorite TV shows, telecommuting, file-sharing, and playing video games and music. That's up from 13.5 tasks 10 years ago and just 5.4 in 1985.

Not all home electronics are Web-enabled, but enough are to cause a jump in demand for bandwidth. "Our research shows that families are increasingly using Internet bandwidth to distribute content such as photos and video clips as well as using computers and other devices to listen to streaming music, radio programs and video news," says

Steve Koenig, CEA's senior manager of industry analysis. He also points out that 53 percent of U.S. households have some type of broadband access, compared with 10 percent in the year 2000.

## **Broadband and consumer demand**

The U.S. Commerce Department's 2003 American Housing Survey

showed that households headed by 27- to 40-year-olds (Generation X) accounted for 49 percent of new-home purchases. And Generation Y, or Echo Boomers (born after 1979) are becoming new home buyers as well. Both use technology in their daily lives.

*"A new generation is viewing the housing market from an entirely different perspective," says NAHB Executive Vice President and CEO Jerry Howard. "They're techno-savvy and are demanding homes that can meet their new technology requirements. They have a strong awareness of all their options."*

In terms of high-tech amenities, echo boomers are more likely than any other group to want a home theater, automated lighting controls,

and a built-in security system, according to Howard.

But while demand for technology is particularly robust among the young, that demand is still healthy among older buyers. "The over-50 home buyer is much more interested in technology than you might assume," says Terri Berlage, a designer with Brookfield, Conn.-based interior designer Mary Jo Peterson, Inc., an NAHB-certified aging-in-place specialist. "They are taking online classes and using the Internet to keep in touch with grandkids. A lot of them are also working at home."

In fact, baby boomers are extending their careers or starting new ones later in life than earlier generations would ever have

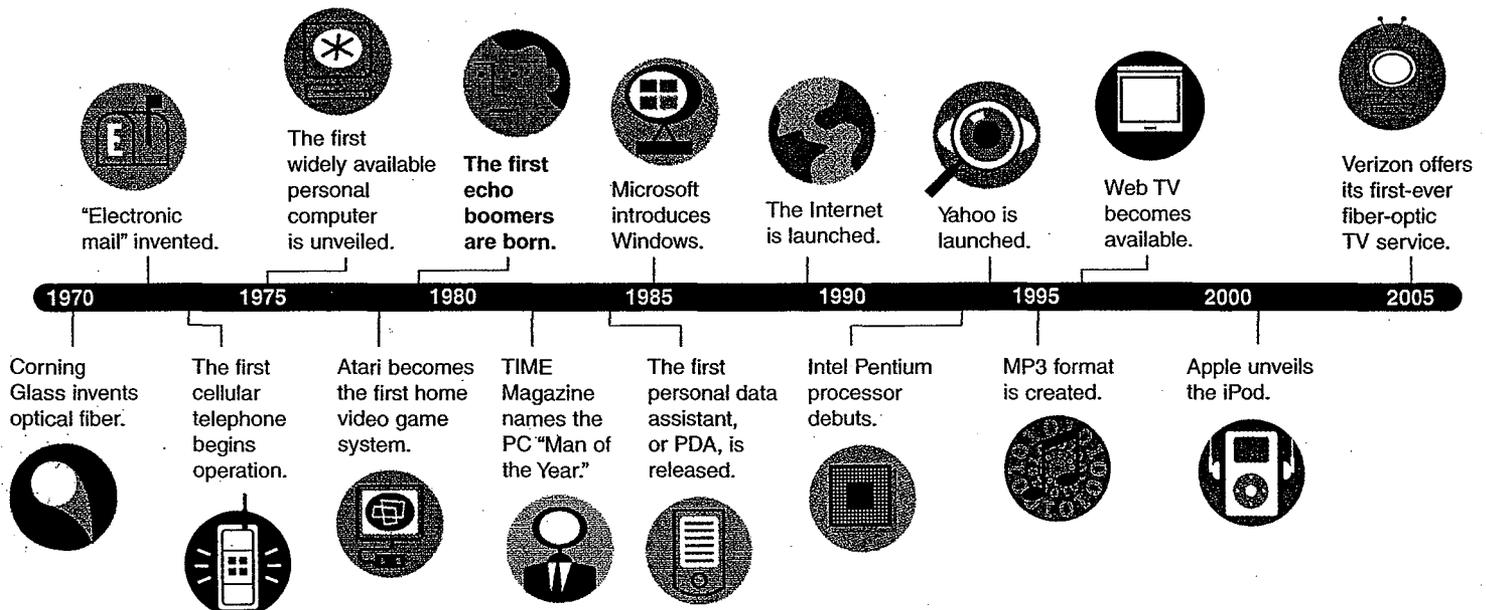
imagined. They are engaging in life-long learning at local colleges and universities and increasingly want homes prewired for the ultimate in technology. "The baby boomers are a very tech-savvy group. I think of them as having a young mindset," Berlage says. "They use technology to help them stay on top of things. It is part of their active lifestyle."

### The coming technology boom

Broadband is becoming as much a part of life at home as it is in many businesses. The Internet Home Alliance (IHA) recently completed a pilot program in Boston that looked at the effect of putting broadband-connected computers and appliances in consumers' kitchens. Tim Woods, IHA's vice

## THE NEW HOME SEEKER

The oldest echo boomers were born in 1979. Now in their late 20s, they are entering the housing market, and most can't remember a time without the Internet and online connections in the home.



## FAMILY PROFILE

### Jeff and Cathy Decker Empty nesters

The Deckers represent an interesting blend of demographics. Jeff and Cathy, 46 and 59 and 57, respectively, have one son about to graduate from college and one about to graduate from high school. With an empty nest looming, the couple have been shopping for downtown condos where they can enjoy a more active lifestyle.

A home with broadband access is one of the most important items on their checklist. "I will still be keeping in touch with the boys on the Internet and emailing students' grades online," says Cathy, a public school teacher. Jeff adds, "Plus, the boys will still be visiting us and may end up staying for a stretch during the summer or holidays, and they will need to have their fast connection for gaming, legally downloading music and keeping in touch with their friends."

The Deckers rank broadband access alongside price and location. Like a growing number of families, they say that the lack of such a broadband connection will likely be a deal-breaker.

## FAST FACTS

- The Entertainment Software Association figures that half of Americans play video games, with an average age of 29. Roughly 43 percent of them are women.
- Americans buy twice as many video games as they did five years ago and are also spending millions on gaming consoles such as PlayStation and Xbox.
- More than 100 million Americans have streamed audio or video over the Internet, according to Arbitron/Edison Media Research. This is twice as common with broadband than without it.
- Nearly 37 percent of new houses feature home offices (up from 19 percent in 1999).



***"People are choosing where to live based upon the availability of high-speed access. If all other factors are equivalent, areas with commercial deployments of broadband are sought after more frequently. ... When broadband services are introduced in any given area, uptake rates are very high."***

—INSIGHT Research, *Broadband Access: DSL vs. Cable Modems, 2002-2007*

president of ecosystem development, says that while participating families were accustomed to going online individually in separate locations, they now began spending more time together in the kitchen. The connections made parents more likely to participate in their children's homework. "Participating families found that Internet access in the kitchen helped create a greater sense of community in the home," Woods says.

And, fiber-optic broadband opens up a range of future opportunities. He sees the next wave of Internet connections in the bathroom and bedroom for health-monitoring devices. Heart-rate monitors, diabetes testing equipment and other equipment will be connected to doctors' offices through the Internet so patients can obtain a basic level of health care without leaving the home," he says.

### The technology bottom line

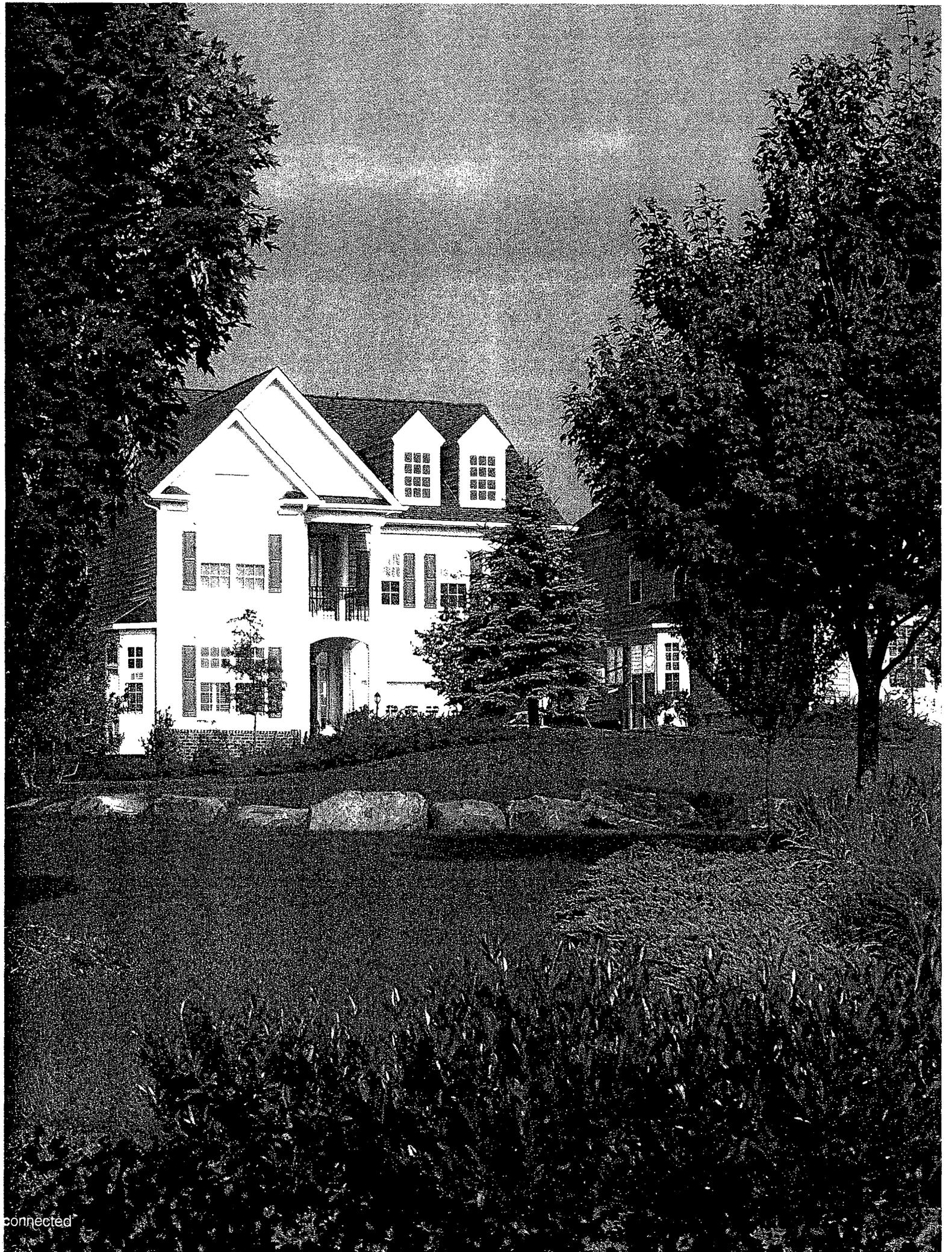
Many builders are learning to profit from consumer interest in advanced technology. At IHA's Digital Home Leadership Conference last fall, Lisa Kalmbach, senior vice president at KB Home in California, noted that 2 percent of total company annual revenue — more than \$10 million — comes from home technology sales.

Randall Lewis, executive vice president of Lewis Operating Corp., one of the nation's largest real estate

development companies, counts on Verizon's advanced technology plus expert sales support that helps differentiate Lewis group's new Chino, Calif., development. The Preserve will encompass more than 7,000 homes and apartments, as well as schools, parks and commercial buildings.

*"The most exciting thing about FiOS," Lewis says, "is how it helps us sell homes. When we held our grand opening, all 43 homes that were available sold in the first hour. Our community stands out, and our leading technology is definitely a key part of that."*

That's a lesson new-home builders and developers would be wise to heed, according to Jim Hayes, president of The Fiber Optic Association. "New suburban developments should be a no-brainer for fiber to the home," he says. "It costs less than a premium kitchen countertop, yet it prepares the home to be of higher value than a home with standard Internet connections today, and will be able to handle projected increased bandwidth requirements for many years to come."



# The **future** today

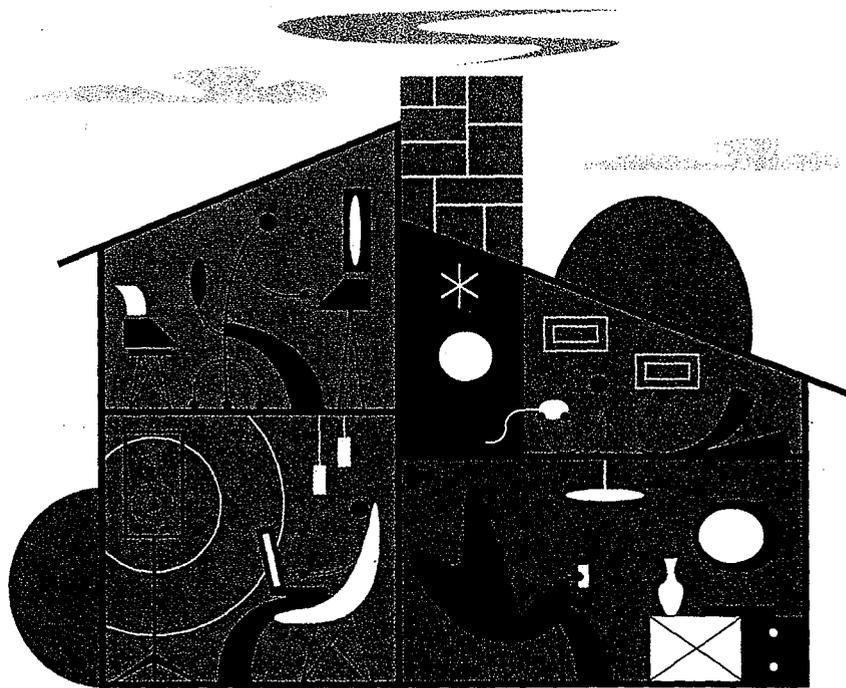
High-tech Verizon communities are raising the bar on bandwidth and consumer expectations. Located in northern Virginia, Brambleton is a case study for why developers need to look ahead or be left behind.

**O**n a recent flight to Washington, D.C., Bill Fox struck up a conversation with his seatmate, who said he was moving to the D.C. area. Out of curiosity, Fox asked where. "He said that he had just bought a house in a place called Brambleton," Fox says. "He said he liked the technology the community offered."

His seatmate didn't know that Fox is chief operating officer of The Brambleton Group, the development company that created Brambleton. But the conversation confirmed that the idea of a fiber-enabled, technology-enhanced community was a winner.

## **A plan for the possible**

Brambleton sits on 2,000 acres in northern Virginia, just a few miles from Washington Dulles International Airport. The first homes were sold in 2002, with construction scheduled over several years. The community plan includes more than 6,000 single-family homes, townhomes and condominiums in various architectural styles. Resort-style amenities include pools, tennis courts, nature trails and parks. The town center is home to more than 450,000 square feet of retail space, as well as restaurants, professional



offices and a cineplex. Three grade schools, a high school, three houses of worship, and a fire-and-rescue facility will serve Brambleton and its neighbors. Its neotraditional layout encourages interaction among neighbors. In effect, the developers are creating a self-contained small town.

The brainchild of Detroit businessman Anthony L. Soave, Brambleton is ideally situated near a high-tech commercial corridor with a highly educated workforce. From

the time Soave bought the property in 1999, he had visions of a small town with a technology infrastructure that would enable residents to enjoy the best technologies available today and in years to come.

Soave formed The Brambleton Group to develop the property and hired Fox to run it. To help create a technology master plan, Fox called on Tom Reiman of The Broadband Group, a Sacramento, Calif., technology planning company. Reiman has been involved with some of

“Partnering with Verizon has differentiated our community. We have been able to offer our customers unparalleled high-tech services that most communities are simply not able to provide.”

Anthony L. Soave, President and CEO, Soave Enterprises LLC

the most technologically advanced developments in the country, and without hesitation, he ranks Brambleton on the cutting edge.

The community's master plan, according to Reiman, focuses on what technology can make possible. “It's not about the fiber itself, but about how the fiber can enhance livability,” he says.

The plan anticipates a future in which fiber-optic broadband provides more than entertainment and Internet access. The community already has an intranet that links every resident to schools, businesses and community governance.

This same fiber infrastructure is able to deliver television, video-on-demand, videoconferencing and phone services without them bogging down — provided fiber

comes all the way to the home. In Brambleton, it does.

“Many providers think it is okay to bring fiber to a point outside a group of homes,” Reiman says. “Once you establish advanced requirements like these, fiber to the home is the only practical solution.”

### Breaking new ground

Next, Fox and company had to find someone to install the new tech infrastructure. At the time, there were no fiber-connected communities in the United States. “I called AOL, Adelphia, Microsoft. No one called us back,” Fox recalls.

Reiman suggested he call Verizon, which had a fiber-optic research lab in Philadelphia and was looking at new ways to roll out fiber to the home. Fox and Reiman

met with Verizon executives, who saw Brambleton as a golden opportunity to showcase next-generation connectivity for the home. Verizon agreed to invest substantially in the infrastructure; as a result, all current and future Brambleton residents will be able to experience the superior benefits that fiber-optic technology offers.

It's a win-win situation for residents and Verizon, and the benefits for builders are just as compelling: faster sales, higher home values and happier customers. “Partnering with Verizon has differentiated our community. We have been able to offer our customers unparalleled high-tech services that most communities are simply not able to provide,” says Soave.

## BUYER VIEWPOINT

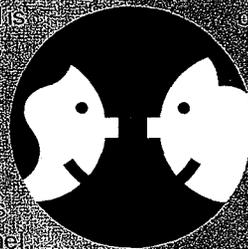
### Great Expectations

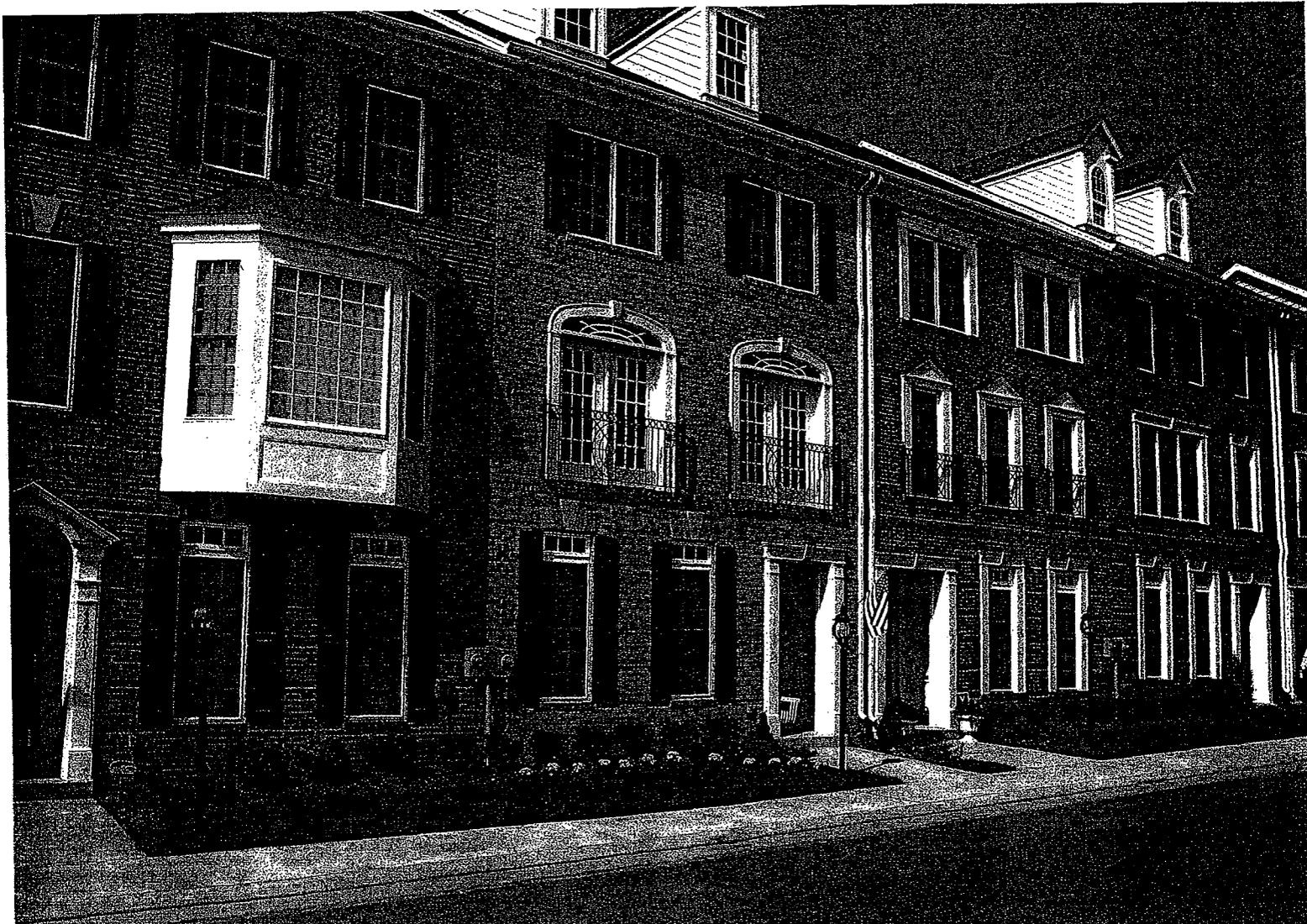
Bezie Evans moved into Brambleton in September 2005 with her husband and three children. She works at home as a writer, while her husband is director of contracts for a technical services company. “I have an office, my husband has an office, and I have children at home. Now everyone can be online at once. She says her family wouldn't consider a home with a slower connection. Our expectations have been set. If we want something online, we expect to be able to get it without waiting.

## SELLER VIEWPOINT

### Tech Made Simple

Brambleton resident and Beazer Homes rep David Bosvier likes the fact that, as a salesperson, he doesn't need to be a technology expert. Verizon supplies marketing materials, and Brambleton's technical concierge service is available to answer questions. “Quite a few of our residents work for high-tech companies and ask a lot of technical questions. I can't answer them in depth, so someone who can answer them in depth.”





### Speed, service and support

Kim Adams, Brambleton's director of marketing, has seen those benefits up close. "We find that what draws people here is the location, but what keeps them here is the technology," she says. "I can't imagine a developer not planning for this technology, because buyers have come to expect it."

Of course, state-of-the-art technology requires outstanding service and support. Verizon and Brambleton have worked together to make fiber to the home easy to understand and use. Brambleton created a technology area in its visitor center, including a display teaching prospective residents about the connectivity in each home and computers that show firsthand how fast fiber-optic broadband is.

"It's one of the most valuable selling tools we have," Adams says.

"People come in and use the computers. They see the speed."

In addition, when new residents move in, a technical concierge will set up their computers, printers and other home technology and make sure everything is in working order, free of charge.

### Technology sells itself

All this has made it easier to sell homes, says David Boisvert, a new-home counselor for Beazer Homes. Beazer is building both single-family homes and townhomes in Brambleton, and Boisvert has worked in the community since its inception. He says the fiber infrastructure is a big hit with buyers. "A lot of our buyers work from home, so it really helps them. And they like the fact that the house is wired for the future."

Boisvert confirms that the benefits of fiber-optic broadband quickly become an integral part of residents' lives. By linking residents to one another as well as to local businesses, the fiber infrastructure serves the same goal as parks and pedestrian-friendly streets: helping to build a community.

Boisvert is an example of how people closest to the project are just as easily *wowed* by it as those who hear about it from the outside. He liked Brambleton so much that he moved there.

"Everything is wired. The community intranet makes it easy for residents to communicate. The schools are even tied in to it. You can check the lunch menu or communicate with the teacher," he says. "This is a great place to raise a family."

# Verizon makes it easy

Providing fiber to the home offers developers a new, exciting way to attract prospective customers, but with deadlines and budgets to meet, it may seem easier to stick with the status quo. We're here to tell you it's not.

**V**erizon helps you sell the benefits of fiber-optic broadband to your customers and provides great service after the sale. Not to mention dedicated construction support to ensure that you get fiber in the ground on your timetable.

## Selling fiber benefits

Pitching the benefits of fiber-optic connectivity is easy once you understand that Verizon offers the technology customers need and the level of service they want. Here are five key points to consider:

**1** *Fiber is a no-brainer for a growing number of consumers.* Many of today's consumers require a reliable broadband connection. "Most sophisticated consumers today — especially young professionals — won't buy a home without high-speed Internet," says Skip Klinefelter, chief operating officer of Red Group Development in Richardson, Texas. Bozman Farms, a 1,600-unit development 30 miles northeast of Dallas, is his company's first Verizon fiber community. The technology has struck such a chord with consumers that he's now starting a second one.

"It's a win-win situation — besides providing our residents with high-speed Internet, it will give them the ability to access HDTV and other services that become available in the future."

Joe Winkler, Manager, Huntington Landmark. Huntington Beach, Calif.

**2** *Verizon offers the service packages they're looking for.* Verizon delivers a complete suite of telecommunications services: data, video and voice. For many consumers, this "triple-play" service is a must-have on their list. "You really can't market a home to an upscale buyer today, or even sell lots to an upscale builder, without the ability to provide them with a single source for all these services," says Klinefelter. "Nobody wants to deal with four or five utilities anymore." In fact, these discounted bundled services mean consumers pay significantly less than they would if buying services separately.

**3** *This technology will make their lives better.* When you sell fiber, you're not really selling a technology. You're selling the good life — or as Verizon Vice President Eric

Cevis describes it, *someone's dream come true.* "Developers sell emotion," says Tim Woods, vice president of ecosystem development for the Internet Home Alliance. "They sell good schools, community parks, walking trails and green space, all of which have an emotional aspect. The trick to selling technology is translating the marketing approach from the technology itself to what the technology can do [to improve] a customer's lifestyle."

**4** *They will enjoy the benefits for years to come.* Fiber not only meets your customers' immediate needs — from telecommuting to distance learning to online entertainment — but it has the capacity to deliver the most demanding applications of the foreseeable future. "We remind developers that their communities

## BUILDING ON YOUR VISION

One way Verizon makes technology simple is by working with developers to create a solution that supports their goals for a community. "Part of my job is to talk with developers to find out how FiOS will tie in to their vision," says Verizon business development manager Dan Padderud.

Not surprisingly, many of the developers he meets with already see a fast broadband connection as key to attracting the type of customers they want. A few have looked even deeper to find new possibilities fiber can offer. One Texas developer, for example, is creating a 5,000-home community with technology as the centerpiece. In addition to a fiber connection for every home, his plans include an expansive, high-tech community center with two separate rooms dedicated to online gaming. The plan also calls for a large media library with flat-screen, wall-mounted monitors connected to the Internet.

"People want to get out of the house, so instead of going to the mall or these online gaming places, they will be able to gather at the community center," says Padderud. The developer understands what FiOS really is: an amenity with the power to make everyone's life better.

will be here for years to come, and that during that time, FiOS will become ubiquitous," says Dan O'Connell, director of sales for Verizon Enhanced Communities. "Developers don't want homeowners banging on the door three to five years from now, asking why the community down the street has it and they don't."

**5** *They can count on support when they need it.* Verizon has created a priority service center staffed with FiOS specialists to handle FiOS support calls. The same knowledgeable professional will be able to respond to customers regarding their Internet, television and phone service.

These five points speak directly to the needs of most customers. Whether you're a builder or a developer, Verizon will help you use this messaging to make your sales force and marketing materials more compelling.

### You and us

Financially, Verizon will be a valuable partner with you over the life of the build. Working closely with your construction team to meet your schedule, Verizon will bear all the expenses of installing the fiber-optic infrastructure and bringing it to your community's homes. "And as part of a marketing agreement, we can give developers a high degree of personalized attention throughout the engineering and construction process to make sure fiber gets in on time," Verizon business development manager Sam Reynolds says.

That attention includes a project manager to serve as liaison to your engineering and construction teams, and per-home compensation for

each fiber-enabled home in the community.

Verizon's installers are among the best in the business. "Everyone at Verizon has been excellent," says Klinefelter. "They use upscale contractors for the construction, and they're on time."

And Verizon's triple-play offerings mean there's no need to coordinate separate vendors, which makes scheduling easier. Verizon provides builders with home-wiring specifications for a basic structured wiring package, as well as for upgrade packages they can offer to their customers.

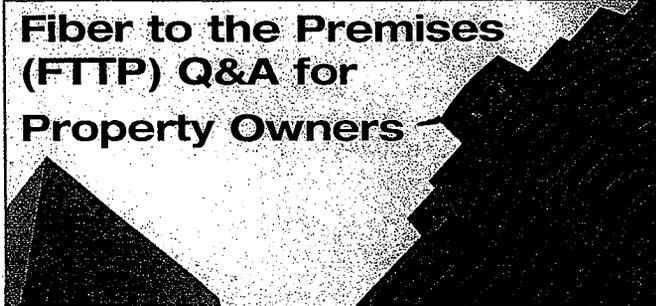
Verizon also helps to create a marketing program, supplying salespeople with marketing collateral and even coaching them on the value of FiOS. "Once we have new homes about to come online, we tell the sales staff about different services that we can provide to the home," says Reynolds.

Plus, Verizon offers service options to best meet the needs of your development, including a communitywide subscription to a homeowners association (HOA), or co-marketed services to individual residents.

All of this enables builders and developers to create unique sales solutions and up-sell opportunities. That was the case with one of Reynolds' clients, who wanted a hands-on way to sell the benefits of fiber to buyers. "They decided to build a technology wall into their model home to highlight FiOS services," he recalls. "By helping them create the display, we will help them differentiate the community from the competition."



## Fiber to the Premises (FTTP) Q&A for Property Owners



### What does FTTP mean?

FTTP is an acronym for Fiber to the Premises, which describes the build-out method for the new Verizon network currently being deployed in Verizon service areas nationwide. This network will deliver voice, video, and broadband Internet services all over a hair-thin strand of dedicated fiber-optic cable installed all the way to the home or business of each of our customers. Fiber-optic systems use glass fiber and laser-generated pulses of light to transmit voice, data and video signals at speeds and capacities far exceeding most of today's copper and coaxial cable systems. This dedicated fiber link to each customer's home has enormous bandwidth, allowing Verizon to provide your residents with all the above services at unparalleled speeds and reliability. This powerful new network will make it possible for your residents to access all the high-bandwidth entertainment content and services available today as well as those we believe will become available over the next 20+ years!

The first step in deploying Verizon's fiber-optic network is to complete a no-obligation site survey of the property. The site survey will allow Verizon to design the best possible network for each specific property. The following questions are intended to provide details surrounding the FTTP deployment process, and are meant to address common considerations of property owners in regard to the deployment of FTTP service to their property.

### What is Verizon FiOS (fiber) service?

Verizon FiOS is the name of our new super-charged suite of fiber-optic services delivered over Verizon's new FTTP network. These services include voice, video and broadband Internet services, as well as

many new products and services only available through Verizon.

### What is the purpose and scope of the "survey" or "upgrade" that Verizon would like to perform on my property?

The purpose of the FTTP upgrade is to provide a dedicated fiber-optic connection directly to each unit in your community, allowing your residents to have access to the newest, most advanced communications, information and entertainment services available over a "future-proof" network that will continue to support new applications and capabilities as they are developed. The purpose of our initial survey is to determine the architecture, equipment and deployment options that are best suited to deliver these Fios services to the residents of each of your communities, and provides no obligation on the owner's behalf. Verizon will then utilize this survey to create detailed drawings specific to your community for the owner's written approval prior to the initiation of any on-site work.

### When will construction begin and when will it be completed?

Each apartment community will be different; therefore, it is difficult to provide exact details of the work required until a detailed site survey is performed. When Verizon has completed the survey, we will propose a specific start date and provide an estimate of the project duration. Prior to the commencement of any work, written approval by the owner will be obtained.

**What services will the company provide?**

Verizon FiOS is the name of our new suite of fiber-optic services delivered over Verizon's fiber network. These services include traditional local and long distance voice as well as broadband Internet service and video services (availability TBD per market). FTTP Technology is capable of supporting a wide range of applications in addition to these initial offerings. Your Verizon representative will keep you informed as new products and services are developed and available.

**Does the provider require an exclusive agreement for any service?**

Verizon is not seeking exclusivity in the provision of voice, data or video services. We recognize that a resident may want to select an alternative provider for these services, and has the right to do so. If the owner enters into a Marketing agreement with Verizon, we will require exclusivity in the marketing and promotion of the contracted services at the property level.

**Will any exclusive contract conflict with any existing agreements?**

Verizon depends on you to know what contracts exist at your properties, and whether or not the Marketing agreements we propose are in conflict with any such agreements. To the extent that we are able to do so, we will work cooperatively with you to ensure that there are no conflicts.

**Who will be responsible for the cost of electric power to run the ONT and related facilities?**

It is the owner's responsibility to provide power for the ONT, assuming that the property is operated in a non-metered capacity. The amount of electricity required to power the ONT is equivalent to the amount needed to power a night light.

**Who will be responsible for replacing batteries in the back-up power units?**

Fios customers will be responsible for replacing batteries in the back-up power units. The FiOS user guide and resident marketing collateral informs the resident that batteries should be replaced periodically. In addition, during the resident's "Personal Touch" installation, the Verizon Technician will review this information in detail.

**Who will be liable if there is an emergency and a resident has no voice service because the batteries have not been replaced?**

The Verizon FiOS user guide clearly informs the resident that it is their responsibility to replace batteries periodically. At your discretion, you may take on this responsibility as part of your general maintenance program at a property, or leave it to the residents to care for. Verizon is not liable for any failure to replace batteries as needed. Note: The problems associated with backup battery failure are consistent with the current liability associated with a resident's choice, for example, to use a cordless phone, which operates on electricity, VoIP service, or the resident who elects to utilize cellular phone service in place of a land line.

**What will happen to existing copper facilities? Will residents be able to continue to subscribe to telephone service using the existing network?**

Verizon is not planning to remove the copper cabling at your existing properties as the fiber build-out takes place. As Fios services are ordered by individual residents, the services will be provisioned over the fiber infrastructure.

If the property is a new construction community, all the voice, data and video services currently available from Verizon will be delivered via the fiber network only. No copper network will be deployed (subject to fiber deployment schedule on a central office specific basis). ■

These statements were prepared by Verizon on 9/23/05 in response to the NMHC White Paper article entitled 'Telephone Fiber to the Premises: Apartment Owner Issues and Considerations' and are subject to change at any time.

# Exhibit H

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## Services at a Glance

### 1. Who We Are

The AT&T Smart Moves program is designed specifically to secure and retain AT&T California as the preferred provider of services to the building owner, developer and property management market segments.

### 2. What We Do

Today, AT&T California operates on the competitive edge offering telephony, video services and high speed Internet where available. AT&T Smart Moves services secures marketing contractual partnership agreements with building owners, property management companies, and developers.

### 3. What it Means To You

In return for exclusively marketing our products and services, AT&T California compensates the owner a share of the billed revenue earned at their community.

### 4. We're Here To Help

After a contract is signed, your Customer Relations Manager (CRM) will contact you and introduce you to the AT&T Smart Moves program. The CRM is responsible for educating the leasing staff, providing marketing and promotions support, maintaining the relationship with property management and acting as an AT&T California liaison for property issues.

### 5. What You Need to Do As a Part Of this Agreement?

- Recommend and promote AT&T California products and services exclusively, and hand out to each new resident marketing materials provided (by AT&T Smart Moves representative or under the AT&T Smart Moves program).

- Our partnership for this property includes:

- Voice Services
- Long Distance
- High Speed Internet
- Video

- Please do not allow competitors' marketing material on your property, that may offer services that you are contracted with AT&T California to market.

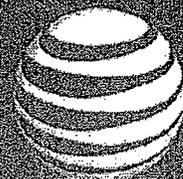
- Call your AM to order more marketing materials or arrange for additional education.

### 6. Where Do My Residents Call For Service?

For your residents' convenience encourage them to make only one call to AT&T California through the AT&T Smart Moves program. They will get all their telephone, as well as high speed Internet services, through one source! Residents should call 1-877-225-0000 or order on-line at [att.com/easymove](http://att.com/easymove). Residents needing repair may dial 611.

To order or change  
telephone service:

Call 1-877-225-0000



at&t

# **Exhibit I**

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**SmartMoves® REGIONAL CONTRACT FOR MARKETING OF SERVICES**  
**For Pacific Bell Telephone Company NEW CONSTRUCTION MDU PROPERTIES**

Between

Pacific Bell Telephone Company ("Pacific")  
a California corporation  
140 New Montgomery  
San Francisco, California 94105

and

 ("Owner")

The proposed terms of this Contract shall expire if not signed by Owner on or before April 15, 2002.

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**SmartMoves<sup>®</sup> REGIONAL CONTRACT FOR MARKETING OF SERVICES**  
**For Pacific Bell Telephone Company NEW CONSTRUCTION MDU PROPERTIES**

This Contract [REDACTED] (the "Contract") is made and entered into as of the date signed by Pacific Bell Telephone Company (the "Effective Date"), by and between [REDACTED] ("Owner"), [REDACTED] with its principal place of business at [REDACTED] and Pacific Bell Telephone Company, a California corporation with its principal place of business at 140 New Montgomery, San Francisco, California 94105, acting hereunder as authorized sales agent for Pacific Bell Internet Services ("PBI"), Pacific Bell Information Services ("PBIS"), and Advanced Solutions, Inc. ("ASI"), collectively referred to herein as "Pacific".

WHEREAS, Pacific desires to market, sell and provide certain local exchange residential telephone services, including high speed Internet access, (the "Services") that it offers to its residential local exchange telephone customers within the service area of the Property (defined below); and

WHEREAS, Owner wishes to market the Services to residents and prospective residents, (the "Residents") of Owner's property (the "Property"), described in Exhibit A-"Property Description", attached hereto and made a part hereof.

NOW THEREFORE, Pacific and Owner, singular the "Party" or collectively the "Parties" as the context may require, agree as follows:

**1. Marketing Representative Appointment:**

Pacific appoints Owner as its marketing representative, and Owner agrees to act exclusively on behalf of Pacific for the marketing and promotion of its Services at Owner's Property.

**2. Term of Contract:**

This Contract shall be for a term of ten (10) years (the "Term"), commencing on the Effective Date. The Expiration Date shall be ten (10) years after the Effective Date. Upon the Expiration Date, this Contract shall automatically renew on a month to month basis until either Party gives the other Party a thirty (30) day written notice of termination hereof.

**3. Compensation:**

**3.1. Performance Commission Payments:**

Pacific will pay Owner commissions for the marketing and promotion of its Services based on a Performance Commission Rate ("PCR") of [REDACTED]. The amount of the commission paid to Owner each month shall be determined by multiplying the PCR by Pacific's Total Billed Revenue ("TBR") for the Property. TBR is defined as the total charges for recurring monthly Services made by Pacific for all Services to all Residents of the Property that are Pacific customers. The TBR shall exclude taxes, special fees, franchise and/or governmental fees, installation charges, late payment charges, uncollectables, charges for equipment and business service charges. Pacific shall have no obligation to pay commissions for TBR generated by any of the Services that Owner may have under separate contract with a competitive provider. The commission payment due to Owner hereunder will be made by the last day of the second month following the month in which Pacific bills any Resident, following the Effective Date. Subsequent payments to Owner will be made monthly during the Term, and for two months following the Expiration Date or early termination date, covering commissions earned to such date.

**3.2. Address Forms and Records:**

All commission payments will be based on Pacific's summary billing records as established by the address information provided by the Owner on the "Property Address Form", attached as Exhibit B hereto. Such commission payments will be sent via the U.S. Mail to the address specified for the Property. No commissions will be paid for the revenue generated from units whose addresses are not included on the Property Address Form. Owner may update the Property Address Form from time to time to include additional addresses for the Property. Provided however, no commissions for such additional addresses

**RESTRICTED PROPRIETARY INFORMATION**

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

#### 6. Training and Promotions:

Pacific shall provide Owner's staff with appropriate SmartMoves<sup>®</sup> promotional material(s) and will train Owner's staff in the promotion of the Services at no cost to Owner. Training requirements and procedures, if any, for Owner's staff, and all marketing and promotional materials, plans, and schedules shall be determined by Pacific with input from Owner; provided that Owner shall also have the right to reasonably approve on Property marketing events. Pacific will provide promotional materials and train Owner's staff after both Parties have signed this Contract.

#### 7. Owner's Obligations:

In acting as marketing representative for Pacific, Owner shall only offer to Owner's Residents or prospective Residents, informational or promotional material in any way related to the Services, that has been provided by Pacific or has been approved in advance by Pacific in writing. Owner will direct Residents desiring the Services, to request orders for Services directly from Pacific in accordance with the SmartMoves<sup>®</sup> promotional material provided by or approved by Pacific for the ordering of the Services. Pacific reserves the right to alter the ordering process, as it deems necessary. Owner will not distribute false or misleading information associated with the Services.

Owner will neither market any service at the Property that is or may be reasonably considered by Pacific to be competitive with the Service(s) covered by this Contract, nor will Owner accept compensation from competitive providers for the provision of competitive services to Residents. Owner agrees to use Pacific's telecommunication services for its business purposes at the Property, and Pacific shall have the right to use all on premise telecommunications wiring without charge during the Term. Owner shall direct residents, if asked, to coordinate directly with Pacific regarding any complaints or technical problems concerning any of the Services. Owner will also permit Pacific to sponsor special promotions for the Services at the Property at mutually agreed upon times and dates.

Owner will notify the leasing office staff at the Property(ies) in writing within sixty (60) days of the Effective Date and every six (6) months thereafter during the Term of their obligations under the Contract to exclusively market and promote Pacific's Services as defined herein. Such notification will be in the form of Exhibit D ("Owner Notification Letter") attached hereto and made a part thereof.

#### 8. Other Terms and Conditions:

##### 8.1. Assignment:

Owner shall assign all of its rights and obligations hereunder to any subsequent owner(s) of the Property, and shall cause any such successor(s) in interest to execute a written confirmation whereby they assume and agree to be bound by and perform all of Owner's obligations under the Contract for the remainder of its Term. When a sale or other transfer of the Property is imminent, Owner agrees to notify Pacific in writing, in accordance with Section entitled "Notices and Payments" at least thirty (30) days prior to the closing of the sale or transfer so that appropriate documentation to implement the intent of this Section can be prepared and executed by the Parties.

If Owner fails to assign or transfer its rights or obligations under the Contract to any subsequent owner(s) of the Property, or to notify Pacific in writing of the assignment of this Contract or conveyance of the Property, then Owner shall be in default hereunder, and the provisions of the Termination/Default Section shall apply. Upon such default, Pacific, will have the right to cease paying commissions hereunder, until an assignment of the Contract and written notice to Pacific occurs, without relieving Owner of its contractual obligations hereunder. In addition, Pacific may terminate the Contract with cause and collect the Refund from Owner, and it may pursue other legal remedies it deems appropriate. Any commissions paid to Owner for any period following the conveyance, without notice and assignment, shall be refunded to Pacific by Owner. Pacific shall have no obligation to pay commissions following a conveyance without notice and assignment.

#### RESTRICTED PROPRIETARY INFORMATION

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**8.7. Indemnification:**

Each 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), incurred by the other in connection with any claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the negligence, gross negligence or intentional misconduct (including, without limitation, breach or nonperformance of this Contract) of the indemnifying Party.

In the event that a claim arises under this Indemnification Section, the indemnifying Party agrees to provide the indemnified Party with sufficient notice of any claim, to inform the indemnified Party of any subsequent written communication regarding the claim, and to fully cooperate with the indemnified Party in defense of the claim. The indemnifying Party, at its option, may assume control of the defense of the claim and of all negotiations for settlement or compromise.

**8.8. Independent Contractor:**

Individuals or contractors employed by each Party are not employees of the other, and the employing Party assumes full responsibility for compliance with all legal requirements related to the employment relationship.

**8.9. InterLATA Services:**

Owner and Resident(s), at their discretion, may choose an interLATA service provider of their choice and Pacific will provide Owner and Residents with equal access to their carrier of choice for purposes of interLATA services.

**8.10. Limitation of Liability and Limited Warranty:**

Pacific shall not be liable to Owner or any third party for interruption of service from any cause. Pacific's liability, if any, to its customers will be governed exclusively in the case of regulated services by the applicable tariffs filed with the appropriate federal or state regulatory agency, or in the case of non-regulated services by the applicable contract with the customer. In no event will a Party be liable to the other for incidental, special, indirect, punitive, or consequential damages, whether sounding in tort, contract, or otherwise, including lost revenues, lost profits or other commercial or economic loss arising out of the performance of this Contract.

Pacific makes no warranties, either express or implied, other than those expressly contained in this Contract and any of its exhibits, to Owner or any third party with respect to the Services or equipment provided hereunder, including, without limitation, warranties of merchantability and fitness for particular purpose or warranties which arise from trade, custom, or usage, and warranties of non-infringement. The warranties set forth herein are in lieu of all other warranties, whether written or oral, statutory, express or implied.

**8.11. Non-Exclusive Access:**

Owner is not restricted by this Contract from allowing any competitive local exchange carrier ("CLEC") to have access to Owner's Residents. Residents may select a CLEC of their choice for their telecommunications services and Owner shall not, in any manner, inform its Residents that they are restricted to using only Pacific as their telecommunications provider.

**8.12. Non-Waiver:**

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

**8.13. Notices and Payments:**

Delivery of all notices, demands and invoices for payments required, other than for Performance Commission Payments, shall be sent by: (i) first-class mail, postage prepaid, return receipt requested; or (ii) via facsimile machine, with electronic verifiable confirmation of receipt; or (iii) hand delivery by a certified courier; or (iv) hand delivery by a duly authorized representative of the Party, to the following addresses:

**RESTRICTED PROPRIETARY INFORMATION**

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

EXHIBIT D -- OWNER NOTIFICATION LETTER

(CUSTOMER'S LETTERHEAD)

(DATE)

TO: Area Managers  
Property Managers  
Leasing agents

Dear \_\_\_\_\_:

The purpose of this letter is to inform you that (Corporate Name) has entered into an "Exclusive" Marketing contract with Pacific Bell and their SmartMoves® organization. The agreement covers (Local Telephone services, High Speed Internet services(DSL), and Video services (via Pacific Bell Home Entertainment and Direct TV) ) (choose those that apply), for all residents of our apartment communities.

Because there are financial considerations that affect our corporation, we have agreed in the contract, that our property leasing staff and managers will take certain actions with respect to residents. Therefore, please be advised that you are herein directed as follows -- with respect to residents:

1. Please state to new perspective residents that "WE" recommend SBC Pacific Bell Telephone Company exclusively or the services mentioned above.
2. Do not recommend or mention any other providers for the above services, even if you know that another provider may offer those services. However, do not in any manner, inform residents that they are restricted to using SBC Pacific Bell Telephone Company as their telecommunications provider.
3. Pacific Bell SmartMoves® personnel will contact you at the property, to arrange to have a brief information session for you by their SmartMoves® Property Relations Manager, and to provide you with appropriate literature for your leasing office. This literature will generally consist of "Welcome Kits", and you should give one of these kits to each new resident who rents an apartment. There may also be a small display sign to be displayed in the office.

In addition, it will be your responsibility to monitor the supply of these welcome kits, and to call the SmartMoves® Property Relations Manager when additional quantities are needed. They will be provided free of charge.

4. As you experience staff turnover during any given year, please ensure that the new staff is aware of this program, are properly trained on their responsibilities under the program, and that they are providing the promotion and welcome kits to the residents.

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

We, at corporate, are excited about this marketing agreement with SmartMoves®, and view this relationship as a partnership for Pacific Bell and (Corporate Name). Your support will ensure that the maximum benefit for both companies will be obtained.

Thank you, and if you should have any questions, please contact (Name) at (telephone number).

Signed By.....Corporate VP or Above

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

# **Exhibit J**

---

**PACIFIC BELL SMARTMOVES<sup>®</sup> CONTRACT FOR MARKETING OF VIDEO SERVICES**

This contract (the "Contract") is made and entered into as of the date signed between Fairfield Brickyard Place, L.L.C. ("Owner"), registered/incorporated in the state of California with its principal place of business at 5510 Morehouse Drive, Suite 200, San Diego, CA 92121 d.b.a. Brickyard Place and Southwestern Bell Video Services, Inc. d.b.a. Pacific Bell Home Entertainment ("PBHE"), a Delaware corporation with its principal place of business at 2600 North Central Expressway, Richardson, Texas 75080. Landlord and PBHE are collectively referred to as "the Parties."

PBHE provides video services ("Services") consisting of multi-channel video television services, with audio entertainment services, and an interactive program guide; and channel prices and promotions offered for special promotions of limited duration ("Services"), to the public. Owner desires to market and sell Services to residents ("Residents") of its Property, identified in Exhibit A ("the Property"), and take part in Pacific Bell's SmartMoves<sup>®</sup> program. Therefore, the Parties agree as follows:

**1. AGENCY APPOINTMENT**

- 1.1 PBHE appoints Owner as its agent to market and sell Services to Residents. Owner agrees to act exclusively on PBHE's behalf. PBHE will train Owner's selected staff to provide sales and marketing services prior to the Service Date(s) on Exhibit A of this Contract and as needed to keep staff current. PBHE may undertake reasonable re-marketing efforts with respect to Residents who do not order Services or Residents who order less than all of the available Services. Prior to any on Property solicitations, PBHE will coordinate with the Property manager or the Owner, and all solicitation will be conducted in a first class and professional manner.
- 1.2 During the term of this Contract, Owner agrees not to market, sell, act as an agent for, provide, facilitate, or grant the provision of any service competitive with Services PBHE offers at the Property. Except as required by Law, Owner will not facilitate the provision of any service or grant any other video service provider the right to provide such competitive services to Residents, so long as this Contract remains in effect and PBHE is not in default hereunder.

**2. TERM OF CONTRACT**

- 2.1 This Contract, as it applies to each Property, is effective from the Property's actual service date, which is based on the completion of the first resident building ("Service Date") at the Property, to a date ten (10) years from the actual Service Date (the "Expiration Date"). The Contract shall be automatically renewed for an additional five (5) years, unless one Party notifies the other in writing six (6) months prior to the original Expiration Date of the notifying Party's intention to not renew.
- 2.2 Owner desires PBHE to install a Video System(s), as defined below, at no charge to Owner and, transfer ownership of portions of the system to Owner when this Contract expires or terminates. PBHE agrees to assume this expense based on the Contract's term and its right to compensation for its System under the Contract. PBHE believes, and Owner agrees, that the Contract's term is reasonable and reflects the time PBHE needs to recover its investment. If this Contract is terminated prior to its expiration, Owner will be responsible for the capital investment refund and any other applicable fees as provided hereunder.
- 2.3 Should Owner choose to terminate this Contract prior to the completion of the construction of the System, Owner will reimburse PBHE for all material, labor, and installation costs associated with the construction of the System within thirty (30) days after termination. Thereafter, Owner will receive ownership of the Cable.
- 2.4 In addition to Section 2.1, 2.2, and 2.3 above, Owner shall not disseminate false or misleading information to Residents about PBHE Services; accept fees, commissions, or any valuable consideration in connection with this Contract, except from PBHE as provided herein; nor disclose

PBHE customer information, or accept payment for the disclosure or use of PBHE customer information.

3. PBHE SERVICES

3.1 Video System Facilities and Equipment

- a. Initial installation of the Video System(s) and System Equipment ("System") shall be completed within ninety (90) days from the latest of: a.) the executed date of the Memorandum of Intent, b.) the execution date of this Contract, or c.) the date agreed upon by the Parties. The term System shall mean all facilities, parts, and equipment required for the operations of the multi-channel cable communications television system (i.e., all building wiring, all conduit, all cables, coaxial and fiber connectors, jacks, satellite dish, off-air antenna, and head-end). PBHE will engineer, furnish, install, own, and shall be responsible for the System for the term of the Contract. Installation may be completed based on the mutually agreed upon planning of the Owner and PBHE prior to the execution of this Contract. Planning shall include the identity of all contractors and/or subcontractors to be used by PBHE.
- b. PBHE will perform all work, including any future installations or upgrades, in a good and workmanlike manner, and in conformance with applicable governmental regulations, standards, and requirements. Services for the System will be provided through the System via satellite dish and off-air antenna. Plans and specifications of the System will be in accordance with all applicable Laws.
- c. Promptly after completion of installation of the System, PBHE shall deliver to Owner an as-built drawing showing the location of all underground portions of the System. PBHE shall update the as-built drawing for the System as needed to reflect changes to the System made by PBHE.

3.2 Installation and Maintenance of the System

**REDACTED**

...the performance of the Services shall be subject to the availability of the Services in the area. PBHE shall not be responsible for any interruption of the Services due to weather conditions, power outages, or other factors beyond its control. PBHE shall make every effort to restore the Services as quickly as possible following any such interruption.

**3.3 PBHE Services For Landlord and Residents**

- a. PBHE' initial channel line-up and rates for the Property shall be as set forth in Exhibit C. Overall, the Services, prices, and service quality will be comparable to or better than those offered by other video service providers in the area using similar systems and technology. PBHE may establish and change the Services, prices, terms, and conditions. When possible, PBHE will provide Owner and Residents thirty (30) days written notice of such changes.
- b. PBHE will provide full complimentary DIRECTV Total Choice Service on one (1) converter box in two (2) residential dwelling units on the Property. The location of these complimentary services will be at the owner's discretion. Initial installation will be provided at no charge. PBHE may change or discontinue this offering at its sole discretion upon thirty (30) days written notice to those receiving the complimentary service.
- c. **DIRECTV Complimentary Total Choice Premier** will be provided on one (1) converter box for the leasing office at each Property in Exhibit A for the term of this Contract. Complimentary Basic Tier Service (local programming) will be provided to Owner at other common areas on the Property.

**REDACTED**

# **Exhibit K**

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MULTIPLE DWELLING UNIT  
MARKETING AGREEMENT

This MULTIPLE DWELLING UNIT (MDU) MARKETING AGREEMENT ("Agreement") is entered into by and between BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation with its principal place of business at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and certain affiliated BellSouth Companies whose services BST is authorized to sell ("BST") and [INSERT COMPANY], a [INSERT STATE] corporation with its principal place of business at [INSERT ADDRESS] ("PROPERTY OWNER").

WHEREAS, BST is engaged in the business of marketing and providing services; and,

WHEREAS, PROPERTY OWNER is engaged in the business of marketing and sales/leasing of residential dwellings; and,

WHEREAS, BST intends to offer certain services via certain authorized sales representatives; and

WHEREAS, BST desires to retain the services of PROPERTY OWNER to market and sell services for BST; and

WHEREAS, PROPERTY OWNER desires to become a marketing and sales representative of BST to sell services as indicated hereafter; and

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby mutually agree as follows:

I. APPOINTMENT OF PROPERTY OWNER AS SALES REPRESENTATIVE

- A. BST hereby appoints PROPERTY OWNER as an authorized sales representative at the locations designated in Appendix A of this Agreement to promote the sale of and to solicit orders for the services enumerated in Appendix B and such other services as may be subsequently added to this Agreement ("Service").
- B. PROPERTY OWNER hereby accepts such appointment and agrees to exert reasonable efforts to market and sell the Services described or referenced in this Agreement. This Agreement contemplates PROPERTY OWNER's conduct of sales activity, directly and/or indirectly, in the form of sales, or other activities as reasonably requested or proposed from time to time by BST.
- C. It is agreed between the parties that BST also may market, promote, and obtain orders for Service at the locations designated in Appendix A through BST's own sales force, its affiliates and/or subsidiaries or through other contracted sales representatives.
- D. BST and PROPERTY OWNER agree that the relationship between them arising from this Agreement is that of independent contractors. Except for the rights retained by or granted to, and the obligations undertaken by, each party pursuant to this Agreement, neither has any right or any authority to enter into any contract or undertaking in the name of or for the account of the other or to assume or create any obligation of any kind, expressed or implied, on behalf of the other, nor shall the acts or omissions of either create any liability for the other. Each party shall conduct its business at its own initiative, responsibility, and expense. Unless otherwise provided expressly herein, all persons assigned by PROPERTY OWNER to perform under this Agreement shall be considered solely PROPERTY OWNER's employees. PROPERTY OWNER is solely responsible for all compensation paid directly to its employees. BST will pay all compensation under this Agreement directly to PROPERTY OWNER. Both parties shall at all times retain responsibility for compliance with all terms, conditions and their respective obligations under this Agreement. Subcontracting by either party, in any form, of any of their respective obligations hereunder, in whole or in part, without the other party's authorization, is expressly prohibited and constitutes breach of this Agreement and shall be grounds for termination of this Agreement with Cause by the non-terminating party. For purposes of this section, the term

subcontracting means delegating the work required or permitted under this Agreement to any person or third party not employed by the parties.

Notwithstanding the above, PROPERTY OWNER may delegate to a property management company some or all of the duties and obligations placed on PROPERTY OWNER, subject to PROPERTY OWNER's continued responsibility for all of its obligations set forth herein. Written documentation of such delegation of authority shall be provided by PROPERTY OWNER to BST in the event of such delegation.

II. TERM

The term of this Agreement shall commence when fully executed by both parties ("Execution Date") and shall continue thereafter for a term of \_\_\_\_\_ ( ) years, or until terminated as provided for under this Agreement. This Agreement may be renewed at the end of the original term for a term which shall be mutually agreed upon in writing by both parties.

III. PROPERTY OWNER'S RESPONSIBILITIES

- A. PROPERTY OWNER agrees to the terms, conditions and obligations set forth herein and in Appendices A and B, as they relate to PROPERTY OWNERS' activities under this Agreement.
- B. Nothing in this Agreement shall be construed to preclude any resident at the locations subject to this Agreement from unilaterally electing to take similar products and services as are offered and sold by PROPERTY OWNER on behalf of BST from another provider of similar products and services. This Agreement shall not constitute an exclusive facilities agreement.
- C. PROPERTY OWNER shall comply with any applicable provisions of BST tariffs and such reasonable sales, service, engineering, performance and operations standards as BST may, from time to time promulgate and communicate to PROPERTY OWNER. In the event of any continued failure, after notice and a reasonable opportunity to cure, of PROPERTY OWNER to comply with any of the above-related provisions, BST may Terminate this Agreement with Cause.

PROPRIETARY AND CONFIDENTIAL

D. PROPERTY OWNER agrees to the performance objectives set forth in Appendix B. PROPERTY OWNER agrees to exert its best efforts to meet these performance objectives. Continued failure, after notice and a reasonable opportunity to cure, to attain the agreed upon performance objectives shall be deemed a material breach of this Agreement, and shall be grounds for termination of this Agreement by BST with Cause.

#### IV. BST'S RESPONSIBILITIES

- A. BST agrees to the terms, conditions, and obligations set forth herein and in Appendices A and B, as they relate to support of PROPERTY OWNER's sales efforts under this Agreement.
- B. BST will make subsequent program enhancements available to PROPERTY OWNER so long as all applicable terms, conditions and other requirements for receipt of such enhancements are met and expressly agreed upon by PROPERTY OWNER.

#### V. PRICES, TERMS OF SALE, COMMISSIONS

##### A. Prices

BST shall offer services to customers at the prices set forth in the applicable BST tariffs, BST or affiliate price lists and/or in special promotional packages provided to PROPERTY OWNER in any given case.

##### B. Orders and Acceptance

1. ORDER PROCESS. All orders taken and entered by PROPERTY OWNER from customers shall be in conformance with the manner and terms specified by BST in training and written operating standards and guidelines. All orders shall be placed in the manner directed and through BST's designated order channel and shall be subject to availability, approval, and acceptance by BST. Only orders coordinated through BST's designated order channel and activated by BST will be eligible for payment of compensation. For purposes of this section, the term "activated" means that the service is installed and working for the customer.
2. Subject to applicable law, BST reserves the right at its sole discretion to deny credit or service to any customer, to require deposits, or to modify its credit terms as it deems appropriate, or in accordance with the rules and regulations approved by the Public Service Commission of the state in which this Agreement is to be performed. No compensation will be paid for rejected or non-activated orders.
3. Unless otherwise provided herein, once an order for Service has been submitted to BST by PROPERTY OWNER, all post sales activities such as installation, billing, repair and ongoing account maintenance shall be the responsibility of BST.

##### C. Commissions

1. BST shall pay PROPERTY OWNER compensation at the rates and in accordance with the terms and conditions contained in Appendix B ("Quarterly Commissions") and any applicable sales and marketing program guidelines and materials. No commissions will be paid to PROPERTY OWNER for sales not made directly by the PROPERTY OWNER or its approved agents. BST reserves the right to

recapture any or all of the commissions paid for sales of Service to a customer who disconnects such service ninety (90) days or less from initiation of Service, unless designated otherwise in Appendix B. BST reserves the right to subtract any money owed to BST from the Quarterly Commissions owed to PROPERTY OWNER.

2. Sales commissions may not be earned by PROPERTY OWNER for sales of Service to PROPERTY OWNER for its or its employees' own use or for sales of Service to PROPERTY OWNER's affiliates for their employees' own use, unless the employee resides on a property listed in Appendix A.

#### VI. QUALITY OF SERVICE

PROPERTY OWNER agrees that at all times it will maintain a level of quality of service in marketing and selling Service to BST's customers that is satisfactory to BST, in accordance with reasonable standards promulgated by BST and then in effect, and will take and permit to be taken by BST all actions reasonably requested in order to ensure adequate opportunity for review of PROPERTY OWNER's performance by BST, including, but not limited to, periodic review and analysis by BST of the marketing and sales activities conducted by PROPERTY OWNER. BST may terminate this Agreement with Cause if PROPERTY OWNER continuously fails to maintain a level of quality satisfactory to BST.

#### VII. ADVERTISING AND PROMOTION

At its sole cost and expense, BST shall supply PROPERTY OWNER from time to time with appropriate supplies of brochures, price lists, and other promotional material that BST may deem necessary to promote the sale of Service. PROPERTY OWNER shall use such information only for purposes consistent with this Agreement. Any unused portion of such material that becomes obsolete, outdated, or otherwise inapplicable, and any portion that may remain unused upon the termination of this Agreement, shall be promptly returned to BST or certified as destroyed. BST may, in its sole discretion, enter into advertising and promotional campaigns with PROPERTY OWNER under terms and conditions agreed to by the parties. Under no circumstances is BST obligated or required to advertise, market or promote for or on behalf of PROPERTY OWNER.

#### VIII. BST'S MARKS

##### A. Use of Marks

BST will, upon request, provide a list of Names, Logos and Marks (collectively, the "Marks") which PROPERTY OWNER is authorized to use under this Agreement in conjunction with the sale of BST's Services. BST may periodically update the list of Marks PROPERTY OWNER is authorized to use under this Agreement. The most current such list will always supersede any previously issued list. Such list will also be supplemented with rules and regulations pertaining to the Marks which PROPERTY OWNER agrees to follow. BST authorizes PROPERTY OWNER to use the Marks solely in conjunction with the advertising and sale of BST's Services bearing the Marks pursuant to the terms hereof. PROPERTY OWNER shall strictly comply with all graphic standards for the Marks which may be furnished from time to time and shall place appropriate trademark and service mark notices relating to the Marks as instructed. All media advertising and printed material in which the Marks are used shall be submitted to BST for review in advance and shall not be distributed or used in any manner without the prior written approval of BST. Any use of the Marks that is not authorized herein or by an authorized

APPENDIX A

Authorized Marketing Areas

**I. TERMS AND CONDITIONS**

- A. PROPERTY OWNER shall conduct the marketing and sales activities outlined in this Agreement in the specific Authorized Marketing Area(s) as indicated below.
- B. Areas in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee where BST does not provide exchange services are not included in PROPERTY OWNER's Authorized Marketing Area and PROPERTY OWNER is not authorized to sell, or to attempt to sell, any Services in those areas, unless otherwise authorized by BST. In the event a property, where BST does not provide exchange service, is inadvertently included in the Authorized Marketing Area, both parties agree to execute an amendment immediately deleting said property. PROPERTY OWNER will return to BST any Initial Advance Commission that may have been paid for said property.
- C. PROPERTY OWNER will supply BST with the mailing address of each apartment unit referenced below on the Execution Date for the purpose of tracking performance as referenced in Appendix B.IIE.
- D. BST reserves the right to accept or reject any proposed additions or amendments to Section II below.

**II. AUTHORIZED MARKETING AREAS**

PROPERTY OWNER shall conduct its permitted marketing and sales activities under this Agreement to residents or prospective residents at the following residential multiple dwelling unit locations and such locations shall be within BST's authorized servicing area in the nine (9) state region referenced in I.B. above:

<u>Name of Property*</u>	<u>Address of Property</u>	<u>Number of Units</u>	<u>Exclusive Products Option**</u>
1. [INSERT]			
2.			

The Authorized Marketing Area(s) may be revised to add or delete properties upon the mutual written agreement of the parties. Such written agreement will be in the form of an amendment to this Appendix A.II. PROPERTY OWNER will give BST written notice thirty (30) days prior to the sale of any property listed in the Authorized Marketing Areas.

\* PROPERTY OWNER will provide BST written notice, within thirty (30) days, of all property name changes.

\*\* The options below represent the products that will be sold in accordance with Appendix B.II(A), Exclusive Marketing Agreement.

- A. Local, long distance
- B. Local, long distance, cellular
- C. Local, long distance, cellular, internet
- D. Local, long distance, cellular, internet, video
- E. Local, long distance, cellular, video
- F. Local, long distance, internet
- G. Local, long distance, internet, video
- H. Local, long distance, video

## APPENDIX B

### I. SCOPE OF ACTIVITY

PROPERTY OWNER and BST agree that the following terms, conditions and obligations will apply to their respective marketing, sales and support activities subject to this Agreement. The obligations set forth below apply to the respective parties hereto and PROPERTY OWNER shall ensure that all of its duties and obligations are adhered to even if such activities are to be performed by a third party on behalf of the PROPERTY OWNER.

### II. PROPERTY OWNER'S TERMS, CONDITIONS AND OBLIGATIONS

#### A. Exclusive Marketing Agreement

During the term of this Agreement, or any extension thereof, PROPERTY OWNER agrees to market and sell BST's or its affiliates' local landline services (including vertical services), extended local calling area services, landline toll services (including BST interLATA toll services, when such service becomes available), mobile services, internet access services, and where available, video/cable services ("Service"), on an exclusive basis. This requirement means that PROPERTY OWNER will not market or sell any services that compete with the BST services, or market or sell any non-BST long distance service (even prior to the time that BST's interLATA toll services become available) for as long as this Agreement remains in force. BST may terminate this Agreement with Cause should this requirement not be met. In addition, PROPERTY OWNER agrees to comply with the Post-Termination Obligations contained in Section II. H. below.

BST's agreement to pay the commissions and other compensation set out in Section IV.B. below and to provide sales aids and support to PROPERTY OWNER and to provide training to PROPERTY OWNER's employees as set out in Section III.B. of this Appendix are expressly conditioned on PROPERTY OWNER's agreement to the provisions contained in the preceding paragraph. BST believes that only through selling the BST Service on an exclusive basis can PROPERTY OWNER devote its best efforts to and maximize its effectiveness in selling the BST Service. In addition, BST wants to ensure that the training and other selling assistance it provides with respect to the BST Service are used by PROPERTY OWNER to sell the BST Service and not any competing products or services.

#### B. Training

PROPERTY OWNER agrees to have all of its on-site leasing and sales personnel that will be engaged in selling BST Service attend and complete the appropriate introductory training within forty-five (45) days of i) BST's execution of this Agreement or ii) all newly hired personnel's start date (PROPERTY OWNER will inform BST of all newly hired on-site leasing and sales personnel). If this provision is not met due to factors within the control of PROPERTY OWNER, BST may terminate this Agreement with Cause. PROPERTY OWNER also agrees its personnel will attend any subsequent training relating to specific products and/or services or specified promotional offerings.

#### C. Sales and Marketing

PROPERTY OWNER will undertake all diligent and reasonable efforts to market and sell Service, in accordance with this Agreement, to every new resident of the properties identified in Appendix A or to new residents of any properties subsequently added to Appendix A. PROPERTY OWNER will also distribute BST provided "move-in" packages to residents who purchase BST Services from PROPERTY OWNER. In addition, PROPERTY OWNER will verbally promote the relationship between PROPERTY OWNER and BST and present BST sales and promotional material to potential residents in conjunction with the distribution of PROPERTY OWNER'S promotional and other materials. PROPERTY OWNER will, to the extent practicable, also proactively market BST Services to customers terminating their lease and to undertake all diligent and reasonable efforts to market and sell the departing resident Service for the resident's new address.

#### D. Orders

PROPERTY OWNER will solicit and submit orders for Service in the manner directed, and using the procedures outlined by BST in written operating standards and guidelines developed by BST and furnished to PROPERTY OWNER. At least ninety percent (90%) of the orders received by BST from PROPERTY OWNER in any month of the Term shall be complete and accurate. BST may terminate this Agreement with Cause should PROPERTY OWNER not meet this condition. PROPERTY OWNER warrants and represents to BST that any and all orders submitted by it to BST for Service, or other information received by it on behalf of a customer, shall be at the direction of and at the request of the present or prospective customer. Any service orders placed or customer information delivered by PROPERTY OWNER without authorization of the customer shall be a violation of this Agreement, and BST may terminate this Agreement with Cause in the event of such a breach. BST may immediately disconnect any service not authorized by the customer, and BST shall be entitled to recapture any commissions paid to PROPERTY OWNER for any improperly ordered Service, and to the recovery of any and all costs, charges and administrative expenses incurred by BST in adjusting the customer's account.

#### E. Performance Objectives

PROPERTY OWNER agrees to a performance objective of selling and obtaining "New Service" orders for at least sixty percent (60%) of the orders received by BST at the properties subject to this Agreement. For purposes of this section, "New Service" shall mean the initiation of Basic Local Service or Complete Choice as referenced in section IV.B of this Appendix. Additional lines to existing BST customers living on the property will not count toward satisfying this performance objective. Continued failure to attain this performance objective, after notice and a reasonable opportunity to cure such performance deficiencies, shall be considered a material breach and shall be grounds for BST to terminate this Agreement with Cause.

**PROPRIETARY AND CONFIDENTIAL**

BST may from time to time develop special bonus offers for PROPERTY OWNER and will provide PROPERTY OWNER with the specific terms and conditions relating to such bonus offers. BST may have one or more bonus offers active at any time during this Agreement, and may introduce and discontinue such bonus offers at its sole discretion.

G. Special Promotional Offers

BST may from time to time develop special promotional offers and make such offers available to PROPERTY OWNER to market and sell to residents. If PROPERTY OWNER agrees to participate in such special promotional offers, BST will provide PROPERTY OWNER with a complete marketing plan of action, including compensation applicable thereto, relating to such promotional offers. BST will notify PROPERTY OWNER as soon as practicable about the details of the promotional program including, but not limited to the duration of the promotion, details of the products and services to be offered, prices and other related details pertaining to the promotion. BST may have one or more promotional offers active at the same time during this Agreement.

H. Program Enhancements

BST will make subsequent program enhancements available to PROPERTY OWNER so long as all applicable terms, conditions and other requirements for receipt of such enhancements are met and expressly agreed upon by PROPERTY OWNER.

IV. COMPENSATION

BST will compensate PROPERTY OWNER for its successful marketing and sales efforts at the rates, and pursuant to the terms and conditions set forth below, and if applicable pursuant to any special promotional sales program guidelines and materials. BST reserves the right to recapture any or all of the commissions paid for sales of Service to a customer who disconnects such Service ninety (90) days or less from initiation of Service, unless designated otherwise below.

**REDACTED**

# **Exhibit L**

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## QWEST BROADBAND SERVICES & MARKETING AGREEMENT

This Qwest Broadband Services & Marketing Agreements ("Agreement") between **QWEST Broadband Services, Inc.**, a Delaware corporation ("BSI") and [REDACTED] ("Property Owner") [REDACTED] is effective on the latest date signed by both parties ("Effective Date"). This Agreement includes all attached and referenced exhibits. See Exhibit A for additional definitions.

### 1. BSI OBLIGATIONS

1.1 Installation of Broadband Equipment. BSI will install or augment all Broadband Equipment at the Property necessary for Residents to receive the Broadband Services.

1.2 Billing. BSI or its designated third party vendor(s) will directly invoice those individual Residents who receive Broadband Services.

1.3 Repairs Incident to Removal. BSI will repair any damage to the Property caused by BSI's installation, removal or replacement of any Broadband Equipment.

1.4 Control of Operations. BSI will have sole control over the Broadband Equipment, the Broadband Services, and all related operations. BSI may add to, delete, or change the Broadband Services in its sole discretion. Unless otherwise stated in this Agreement, BSI will pay all costs to maintain the Broadband Equipment.

1.5 System Outages/Repairs. BSI will make commercially reasonable efforts to repair (i) any system outage; and (ii) any individual subscriber problems by appointment during normal business hours.

1.6 Compensation. As long as Property Owner complies with its obligations in this Agreement, BSI will pay Property Owner compensation in accordance with Exhibit C.

### 2. PROPERTY OWNER OBLIGATIONS

2.1 Utilities, Space and Wiring. Property Owner will make available, at no charge, adequate electricity and space for the Broadband Equipment installation, maintenance and operation. If required by BSI, Owner will provide, at no charge, a control room(s) on the Property in a mutually agreeable location(s). Property Owner also grants to BSI, at no charge, a non-exclusive license for unrestricted use of, and access to, the Property Owner Wiring. Property Owner will maintain the Property Owner Wiring in good working condition at its sole expense.

2.2 Easements. Property Owner will contemporaneously execute in favor of BSI an easement, a copy of which is attached to this Agreement as Exhibit F. This Agreement will be of no force and effect unless and until BSI and Property Owner execute the easement.

2.3 Interference. Property Owner will not install or permit the installation of any equipment including but not limited to, antennas, transducers, amplifiers, transmitters, microwave equipment, or any other equipment that could impede or interfere with BSI's ability to provide Broadband Services to the Property or otherwise fulfill its obligations in this Agreement.

2.4 Exclusive Endorsement. Property Owner will exclusively endorse, market and promote BSI as the preferred provider for broadband or other services that compete with the Broadband Services, to all current and potential Residents. This includes, but is not limited to: (a) supplying BSI-provided order forms and promotional materials ("BSI Supplied Materials") in the Property leasing/sales office and information packets; (b) posting BSI signage in a prominent location on the Property; (c) allowing information kiosks and live demonstrations at mutually agreeable locations; (d) verbally endorsing the Broadband Services to all Residents; and (e) allowing BSI reasonable access to the Property for marketing purposes. Property Owner will not endorse or enter into another endorsement, marketing, financial or promotional agreement or otherwise engage in or allow any preferential marketing activity for the Property with another provider of cable television, satellite or other broadband services that are the same, similar to, or competitive with, the Broadband Services. "Preferential marketing activity" will include, but is not limited to, permitting third-party providers to provide complimentary services at any time in any Unit prior to a Resident ordering initial services. BSI will deliver all BSI Supplied Materials to Property Owner at the following address: [REDACTED]

2.4.1 Use of Qwest Supplied Materials. Property Owner will only use BSI Supplied Materials to promote the Broadband Services and will not develop or use any other product literature or modify the BSI Supplied Materials. Property Owner will not knowingly engage in any activity that may be detrimental to Qwest's interest, reputation, or goodwill. This Agreement does not create an assignment or grant of a license or other right, title or interest, regarding any copyrighted material, logo, trademark, trade name, or any other intellectual property owned by Qwest. Property Owner will not issue any press release or make any other public announcement regarding this Agreement or any relation between Property Owner and BSI without BSI written consent.

2.5 Training. At BSI's request, Property Owner and its managers and sales staff will attend a process orientation session conducted by BSI or its agents at a mutually agreeable time and location. BSI may train Property Owner's sales staff on matters related to the Broadband Services and the relevant terms of this Agreement (including orientation updates as necessary).

2.6 Referral of New Residents. With respect to condominiums, town homes or other "for sale" Units, Property Owner will provide BSI with specific street addresses for each Unit. Property Owner will provide a quarterly list of Unit closings and projected closing and other relevant dates to BSI prior to each calendar quarter. For all Units, whether or not offered for sale or rental, Property Owner will refer all residents to a BSI representative prior to occupancy of any Units and on an on-going basis as appropriate. If Property Owner

elects to convert the Units from rental to "for sale", Property Owner will provide Qwest with written notice 90 days prior to such conversion.

**3. TERM AND TERMINATION.** This Agreement begins on the Effective Date and expires ten (10) years from the date BSI first begins providing Broadband Services on the Property (the "Term"). Either party may terminate this Agreement (and seek any available legal or equitable remedies) for breach of this Agreement by the other party that is not cured within 30 days from written notice from the non-breaching party.

REDACTED

If BSI decides that (a) continuing the Broadband Services on the Property is economically impracticable; (b) changes in applicable law make it impracticable or impossible for BSI to continue to maintain or operate the Broadband Equipment; or (c) technological advances render the current Broadband Equipment obsolete, BSI may terminate this Agreement without liability on 30 days written notice.

**4. OWNERSHIP OF BROADBAND EQUIPMENT.** All Broadband Equipment is the personal property of BSI, and will not be considered fixtures of the Property. Property Owner has no rights to or in the Broadband Equipment. Property Owner and Property Owner's employees, agents and contractors will not use, tamper or otherwise interfere with the Broadband Equipment and will be fully responsible for any damage they cause to the Broadband Equipment. The termination or expiration of this Agreement will not affect BSI's rights to continue providing the Broadband Services to the Residents nor will it impact or cancel any easements, licenses or rights of entry previously granted to BSI by Property Owner. At the cancellation, termination or expiration of this Agreement BSI may, at its option, either remove or leave in place any or all Broadband Equipment on the Property at no penalty or cost to BSI. Under no circumstances will BSI be considered to have abandoned or waived any rights to the Broadband Equipment.

**5. DIRECT BROADCAST SATELLITE.** If BSI partners with a Direct Broadcast Satellite provider ("DBS Provider") to deliver video programming to the Property, BSI's obligation to deliver video programming to the Property will be contingent on BSI and the DBS Provider maintaining a contractual relationship. If video programming is delivered to the Property by a DBS Provider: (a) the DBS Provider will be solely responsible for all programming content and the equipment necessary to provide video programming; and (b) individual Residents will be responsible for entering into subscriber agreements directly with the DBS Provider. If the contract between BSI and a DBS Provider for video programming to the Property ever terminates or expires, BSI will not be obligated to secure an alternate provider of video programming under this Agreement.

**6. REPRESENTATIONS AND WARRANTIES.**

6.1 Each party represents and warrants that: (a) this Agreement has been duly authorized; (b) constitutes the legal, valid and binding obligation of the parties; and (c) the execution of this Agreement and performance of the obligations will not conflict with, or cause a breach or default under any document to which either party is bound.

6.2 Property Owner represents and warrants that: (a) the Property and any past, current or future activities conducted on the Property materially comply with all Environmental Laws; (b) there is no past, current or threatened litigation or claims of any kind based on Environmental Laws regarding the Property; (c) it has a valid fee title to the Property and authority and legal right to perform this Agreement; (d) the Property is private land and contains no public easements, (e) it paid for and privately owns the Video Cable, (f) no liens or other encumbrances exist that would affect Qwest's ability to fully utilize the Video Cable as contemplated herein, (g) Qwest will receive exclusive use and access to the Video Cable, and (h) no other provider of Video Services will be allowed use or have access to the Video Cable during the Term of this Agreement except as mandated by law. It is expressly understood and agreed that Tenants of the Property are not precluded from subscribing to direct-to-home satellite multi-channel video programming services.

6.3 Signatories. The person signing this Agreement on behalf of Property Owner represents that he or she is authorized to bind Property Owner to this Agreement. The person signing this Agreement on behalf of BSI represents that he or she is authorized to bind BSI to this Agreement.

**7. DISPUTE RESOLUTION, CHOICE OF LAW, AND VENUE** The parties will attempt in good faith to resolve through negotiation any dispute related to this Agreement. Either party may initiate negotiations by providing written notice to the other party setting forth the dispute or the relief requested. If the parties are unable to resolve the dispute within a reasonable period of time, either party may commence a civil action in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action. BSI may, however, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement. Each party, to the extent permitted by law, waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

**8. INSURANCE**

**EXHIBIT A  
DEFINITIONS**

- 1.1 Broadband Equipment. Those broadband components that deliver the Broadband Services, but does not include Property Owner Wiring.
- 1.2 Broadband Services. All current and future broadband services provided by BSI or its third party vendor.
- 1.3 Environmental Law. All present and future requirements of any governmental authority relating to land use, public health, safety, welfare or the environment.
- 1.4 Hazardous Materials. Any material, chemical, compound, mixture, hazardous substance, waster or material, pollutant or contaminant designated, defined, listed, classified, or regulated under any Environmental Law or even if not regulated, could pose a hazard to the health and safety of the occupants of the Property or property adjacent to the Property.
- 1.5 Property Owner Wiring. The inside wiring will be constructed and configured by Property Owner in accordance with Exhibit D. Property Owner is solely responsible for the installation, maintenance, repair, upgrade, replacement and expenses of the Property Owner Wiring.
- 1.6 Property. The property legally described in the attached Exhibit B, including all Units planned or added subsequent to initial construction.
- 1.7 Residents. The owners or occupants of any Unit.
- 1.8 Units. All multi-tenant residential dwellings, including apartments, condominiums and town homes but excludes all commercial buildings or structures.
- 1.9 Video Cable. All wire, cable, splices, connectors, amplifiers and similar hardware and equipment over which the Video Services are transmitted to subscribers on the Property.
- 1.10 Video Service. The transmission to subscribers on the Property of video programming or other programming services over the Video Cable.

**EXHIBIT C  
COMPENSATION**

1. BSI will pay the Compensation set forth below to the Property Owner for the exclusive marketing performed under this Agreement. The Compensation will be based on:

(a) the up front payment of [REDACTED] per Unit at the Property; and

2.

nd

3.

**REDACTED**

EXHIBIT A/B1

# **Exhibit M**

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WELCOME  
HOME.  
WE'RE HERE  
TO HELP  
YOU GET  
SETTLED.



Qwest   
*Spirit of Service™*

LOCAL • LONG DISTANCE • WIRELESS • DSL • DIGITAL TV

Tired of cable's short-term promotions?

# Get the Qwest Price for Life Guarantee.



With Qwest® Price for Life, you get high-speed Internet at one low price for the entire life of your service.

- 100% Satisfaction Guarantee – Qwest wants your 100% satisfaction. And to prove it, we guarantee it for 30 days. That's how confident we are that you'll be thoroughly happy with our service.
- Choose from two affordable super-fast broadband options.
- Includes **msn® Premium** with firewall and virus protection, pop-up guard and more.

## Qwest Choice™ DSL Deluxe with MSN® Premium

Speeds up to 1.5Mbps download and 896Kbps upload

- Send and receive large files
- Download music and multi-task.
- Watch streaming news clips

**\$26<sup>99</sup>**  
mo.

Free activation  
Free self-installation  
\$69.99 professional installation  
(Save \$30 over regular cost)

\*When bundled with a qualifying home phone package; \$31.99 without a bundle. Price for Life guarantee available to residential Qwest Choice DSL Deluxe subscribers agreeing to a two-year term commitment. Restrictions apply. See below. Offer ends 5/19/07.

If you do not have Qwest local phone service, standalone Qwest Choice DSL Deluxe with MSN Premium is available for \$36.99 a month for life with a two-year commitment. FREE activation.

## Qwest Choice™ DSL Premier with MSN® Premium

Speeds up to 7Mbps download and 896Kbps upload

- Quickly download music and movies
- Play online games with high-end graphics
- Watch streaming video with less lag time

**\$36<sup>99</sup>**  
mo.

Free activation  
Free self-installation  
\$69.99 professional installation  
(Save \$30 over regular cost)

\*When bundled with a qualifying home phone package; \$41.99 without a bundle. Price for Life guarantee available to residential Qwest Choice DSL Premier subscribers agreeing to a two-year term commitment. Restrictions apply. See below. Offer ends 5/19/07.

If you do not have Qwest local phone service, standalone Qwest Choice DSL Premier with MSN Premium is available for \$46.99 a month for life with a two-year commitment. FREE activation.

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a month  
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