

COMMUNICATIONS SERVICES ACCESS AGREEMENT

This Communications Services Access Agreement (this “**Agreement**”) is entered into as of 11/20/2023, (the “**Effective Date**”), by and between **TANYARD SPRINGS HOA**, and its successors and assigns, with an office at 6920 Heritage Crossings Glenn Burnie, MD 21060 (“**Owner**”), and STARPOWER COMMUNICATIONS, LLC, d/b/a RCN, d/b/a ASTOUND BROADBAND, a DELAWARE LIMITED LIABILITY CORPORATION, its successors and assigns (for itself and as an agent for its Affiliates), with an office located at 10000 DEREKWOOD LANE, LANHAM, MD, 20706 (“**Operator**”). For purposes of this Agreement, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Operator and Owner may be referred to in this Agreement as a “**Party**,” and, together, as the “**Parties**.”

BACKGROUND

A. Operator is duly authorized to provide various IP, cable, and telecommunications services (the “**Services**”) to the real property, and premises located at 6920 Heritage Crossings Glen Burnie, MD 21060 at which approximately Fourteen Hundred and Twenty Four (1,425) units that are occupied by owners or other authorized persons are located, commonly known as Tanyard Springs (the “**Premises**”) under the terms and conditions described herein; and

B. Owner is the actual owner of the Premises, the manager or the operator of the Premises, the cooperative, homeowners or condominium association for the Premises, or otherwise owns, manages, controls and/or operates the Premises, and has the authority to enter into this Agreement and the right, power and interest in the Premises to allow Operator to make use of the Premises as described herein; and

C. Operator is duly authorized to operate its Facilities (as hereinafter defined) and provide the Services to individuals residing at the Premises. Owner is now willing to continue to permit Operator to keep and maintain its facilities installed in the License Area, so that Operator can offer its Services to the Users of the Units, in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Operator hereby covenant and agree as follows:

1. Consideration. Owner acknowledges that the availability of the Services at the Premises is of value to Owner. [Exhibit A attached hereto sets forth additional consideration to be provided, from and after the Commencement Date, in consideration of the rights, obligations, and benefits set forth in this Agreement.]

2. License.

(a) Owner hereby grants to Operator the right, as conditioned herein, to install, own, operate, maintain, repair, replace and remove (the “**Work**”), its wire, cable, and associated equipment, including, but not limited to, conduit, duct, innerduct, computers, switches, nodes, converters, and laterals (the “**Facilities**”) for the provision of various IP based telecommunications services (the “**Services**”) on, in, and under the grounds of the Premises;

(b) Owner shall provide Operator with access to, and exclusive use of, space in area(s) in and about the Premises to be mutually agreed upon by the Parties for the location of Operator's equipment (the "**Equipment Space**");

(c) Owner shall make available to Operator common easement locations within the Premises, for purposes of Operator's performance of Work associated with the Facilities, and providing of the Services;

(d) Owner shall permit Operator to install and connect any of its Facilities from the streets or sidewalks to the homes within the Premises via underground, ground or rooftop Facilities of Operator's choice, provided that such Facilities shall not interfere with the use of the Premises by Owner or any occupant of the Premises;

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(f) Nothing contained herein shall be construed as granting to Operator any property or ownership rights in the Premises or to create a partnership or joint venture between Owner and Operator;

(g) Within thirty (30) days after Owner's approval of the Plans (as hereinafter defined), Owner shall provide Operator with a list of addresses within the Premises;

(h) LEFT BLANK

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(j) Notwithstanding anything to the contrary set forth in this Section 2, or anywhere else in this Agreement, Operator's rights under this Section 2 shall be subject to Operator obtaining the prior written approval of Owner of the type of Work and the nature and location of the Facilities which Operator desires to install or utilize.

3. Construction and Work Requirements.

(a) Prior to the commencement of any Work, and as detailed in Exhibit "B", Operator shall, at its cost and expense, prepare and deliver to Owner working drawings, plans and specifications (the "**Plans**") detailing the location and size of the Facilities and specifically describing the proposed construction and Work. No work shall commence by Operator or its subcontractor until Owner has evidenced its approval of the Plans, and authorization to proceed, via written instrument. Within twenty-one (21) days after Operator submits the Plans to Owner, Owner shall notify Operator that it has either approved or rejected the Plans. If Owner rejects the Plans, Operator will resubmit the Plans to Owner, addressing Owner's reasonable concerns to the extent possible. In the event that Owner refuses to approve Operator's Plans within forty-five (45) days after Operator's submission of the Plans to Owner, Operator shall have the right to terminate this Agreement, without penalty, upon the expiration of such forty-five (45) day period, said termination to take effect immediately upon written notice to Owner. Owner and Operator shall cooperate with the other, in good faith, in an effort to come to an agreement as to the Plans within forty-five (45) days of Operator's submission of the initial Plans to Owner. Prior to the completion of any significant installation or any major repairs affecting the Premises, Operator shall notify owner in writing, who shall, together with Operator, inspect the areas affected.

(b) Operator shall perform all Work in a good and workmanlike manner, in conformance with applicable industry-accepted standards and specifications, and government regulations, and provide Services to occupants of the Premises in a professional manner, as would a first-class provider of such services.

(c) Operator shall obtain prior approval from Owner as to the method and manner of installation after submission of the drawings and lists, and before performing any material alterations, modifications, or additions to equipment initially installed, and be responsible for restoring the Premises to its original condition if damaged by its equipment or operations under this Agreement.

(d) Work shall be done so as not to damage the common elements of the Premises, and Operator shall be liable for all damage to real and personal property resulting from the exercise of its rights under the Agreement.

(e) Operator shall comply with all of the Owner's restrictive covenants and rules and regulations.

(f) Neither Operator's Facilities nor the installation thereof shall involve bringing any hazardous or toxic materials or substances onto the Premises. Should Operator encounter any pre-existing hazardous materials at the Premises (e.g., asbestos) during its construction and/or installation work, Operator shall immediately cease its work and notify Owner. In such event, Operator may terminate this Agreement. Owner shall indemnify, defend and hold Operator harmless from and against any and all claims, costs, damages and expenses incurred by Operator in connection with or as a result of the pre-existing hazardous materials, including attorneys' and experts' fees and costs as well as the costs of any environmental assessment or remediation work that may be performed at the Premises.

4. Facilities. The Facilities and any other personal property of the Operator in or upon the Premises belong to Operator, and shall remain there at the sole risk of Operator. Owner shall use the same effort and degree of care that Owner takes in securing its own property and equipment in its protection and treatment of Operator's Facilities and personal property, and shall be liable for damage thereto or theft, misappropriation or loss thereof in the event of Owner's negligence or willful misconduct. Upon the expiration or earlier termination of this Agreement, Operator can remove its electronic equipment and shall restore to its previously existing condition all portions of the Premises which are damaged by such removal, excepting reasonable wear and tear. All of which wiring, whether currently existing or installed in the future, shall remain the sole property of Operator at the expiration of the Term.

5. Access. Operator shall have access to the Premises, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, so that Operator may perform installation, maintenance and repair functions. Except for emergency situations, Operator shall exercise reasonable efforts to perform all Work during daytime hours. Notwithstanding the foregoing, Owner recognizes that the individual occupants of the Premises, from time to time, may request that Operator perform installation, maintenance, and repair functions, outside of normal business hours. In this event, Operator shall have the right to perform such functions for individual occupants without Owner's prior approval, provided that Operator has arranged for access to such units directly with the occupants thereof.

6. Term. The Parties anticipate Operator will complete its initial construction and installation of the Facilities and offer Services to occupants of the Premises on or about fourth quarter 2024, (the "**Commencement Date**"). This Agreement shall be binding for as long as RCN, its successors or assigns continue to hold a franchise license shall have a term of twenty (20) years, beginning on the Commencement Date (the "**Initial Term**"). Provided that Operator is not in default in the performance of any of its obligations under this Agreement, either at the timing of the exercise of an extension option or at the commencement of an Extension Term, upon the expiration of the Initial Term, this Agreement shall automatically extend and renew for additional five (5) year Extension Terms (each, an "**Extension Term**"), unless Owner notifies Operator of Owner's objection to such Extension Term by written notice upon not less than ninety (90) days prior to the expiration of the Initial Term or applicable Extension Term. Time is of the essence in the giving of such notice, and Owner hereby acknowledges

that Operator will rely to its detriment on Owner's failure to give such notice strictly in accordance with the provisions of this Section 6. The Initial Term and, if applicable, any Extension Term(s), are referred to in this Agreement collectively as the "**Term**".

7. Indemnity. Operator shall indemnify and defend Owner and its stockholders, officers, directors, members, agents and employees against, and hold Owner and its stockholders, officers, directors, members, agents and employees harmless from, any and all claims, damages or expenses arising directly out of the installation, operation or maintenance of the Facilities, the performance of any of the Work, the offering or provision of any of the Services or the Programming or any aspect of either of same, Operator's fulfillment of its obligations under this Agreement, any claims arising as a result of the existence of this Agreement, or any combination of any of the foregoing, excepting any claims, damages, or expenses arising from Owner's acts or omissions, or Owner's violation or breach of any pre-existing agreements for like or similar services. Operator shall control and pay for the defense of such claims. Operator may settle such claims subject to Owner's consent, which shall not be unreasonably withheld, delayed or conditioned, so long as such settlement imposes no liability or obligations upon Owner or any of its stockholders, officers, directors, members, agents or employees. Owner may, but is not obligated to, participate in the defense of such claims at its own expense. Owner agrees that it shall not retain separate counsel (for purposes of the indemnity herein set forth) so long as Operator is not in default of its obligation to defend claims as may be made under this Section 7, unless Owner, in its reasonable discretion, determines that it would be advisable to have advice of separate counsel in connection with any matter which is the subject of this Section 7.

8. Limitation of Liability. To the maximum extent permitted by applicable law, neither Party, its Affiliates, employees, officers, directors, contractors, agents, and other representatives shall be liable to the other Party for any indirect, special, consequential, exemplary or punitive damages (including but not limited to damages for lost or imputed profits or royalties, lost revenue, lost data, loss of capital, cost of procurement of substitute product(s), facilities or services, frustration of economic or business expectations, or down time cost) arising out of the performance or failure to perform its obligations hereunder, however caused, on any theory of liability, whether in an action in contract, strict liability, tort (including negligence) or otherwise, and whether or not the other Party has been advised of the possibility of any such loss or damage. The Parties hereby waive any claim that these exclusions deprive them of an adequate remedy or cause this Agreement to fail of its essential purpose.

9. Insurance. Operator shall provide Worker's Compensation Insurance for its employees, including all legally required employee benefits in the amounts required by applicable law, and require such Worker's Compensation Insurance for the employees of all contractors and subcontractors in the amounts required by applicable law. Operator shall maintain comprehensive liability insurance, including contractual liability, in the minimum amount of \$5,000,000 covering all operations of Operator and its contractors and subcontractors. Operator shall, upon request, furnish Owner with certificates of the foregoing insurance. Owner and Owner's agents will be named as additional insureds.

10. Cancellation for Cause, Special Termination Right. (a) Owner may cancel this Agreement on forty-five (45) days written notice if Operator is then in default, beyond the expiration of the notice and cure period hereinafter set forth, in performing the material obligations of this Agreement. Owner will specify the default in writing to Operator and Operator will have thirty (30) days in which to cure or to commence (and then to continuously and diligently complete any required work) to cure the default. If the default is not cured within the sixty (60) day period or if Operator is not then diligently attempting to effectuate such cure, Owner may then send the notice of cancellation, which shall take effect forty-five (45) days following the date such default notice was originally given. (b) Operator, at its sole discretion, may terminate this Agreement if, due to legal or regulatory reasons, it becomes infeasible for Operator to provide the Services to Owner and Operator gives Owner at least

ninety (90) days' prior written notice thereof. Upon termination of this Agreement by Operator, neither Party shall have any further liability or obligations with respect to this Agreement except for any obligations herein that specifically survive the expiration or earlier termination of this Agreement.

11. Assignment.

(a) Assignment by Operator. Operator shall not assign or transfer this Agreement without the written consent of the Owner, which consent shall not be unreasonably withheld, delayed, or conditioned; except that, Operator may, without obtaining Owner's prior consent, make such assignment to: (i) any firm or corporation which Operator controls, is controlled by, or is under common control with; or (ii) any partnership in which it has a controlling interest; (iii) any entity that succeeds to all or substantially all of its assets whether by merger, sale, or otherwise; or (iv) a lender, as an assignment of collateral to secure credit extended to Operator.

(b) Assignment by Owner. It is of the essence of this Agreement that Owner shall require any subsequent owner of the Premises to assume this Agreement and all the rights and obligations under this Agreement. Any prospectus or other offering memorandum relating to an offering, conveyance, or conversion of ownership rights affecting the Premises shall include the provision that this Agreement will be assumed in conjunction with such a transaction, and all terms and conditions hereof shall remain in full force and effect, and any new owner, lessee, or controlling party shall be bound by the same, and Owner shall cause any transferee to agree to assume this Agreement.

12. Notice. Every notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by hand or (ii) three (3) business days after being mailed by certified or registered mail, return receipt requested, to the Party's address set forth in the introductory paragraph of this Agreement or any replacement address for such Party provided to the other in compliance with this Section 12.

13. Representatives. The acts of authorized representatives or employees of Owner or Operator shall be binding upon each respective Party for purposes of this Agreement.

14. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, without limitation, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion, acts of public enemies, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, or any law, order, regulation, ordinance or requirement of any governmental body which is enacted or promulgated after the date of this Agreement, then the Party affected shall be excused from such performance on a day-to-day basis.

15. Services. Operator shall have the right to contract with and separately charge any tenant or unit occupant or owner for services, replacement of equipment such as modems, converter boxes, and/or remotes, in accordance with its standard rate schedule, or any promotional offerings that Operator may offer in its sole discretion. This Agreement shall not apply to any other direct or indirect services that Operator may offer in the future, which will become subject to a separate agreement.

16. Governing Law. This Agreement shall be governed by and construed under the laws of the jurisdiction where the Premises are located.

17. Subordination and Attornment. Operator acknowledges and agrees that this Agreement is subject and subordinate to the lien of any existing and future mortgages in any amount or amounts on all or any part of the land or buildings comprising the Premises and to all existing or future ground or underlying leases affecting such

land and buildings, or either thereof, of which the Premises are a part, or on or against Owner's interest or estate therein or any part of or interest in any of the foregoing (and in all cases including all extensions, renewals, amendments and supplements to any ground or underlying lease or mortgage). Operator covenants and agrees to execute and deliver, within ten (10) days after Owner's request for same, such instruments confirming such subordination of this Agreement to any such ground or underlying lease and to the lien of any such mortgage as may be requested by Owner, but the execution and delivery of any such instrument shall not be a condition of the subordination herein or to the mortgage above provided for. Notwithstanding anything herein above contained, in the event that the holder of any such mortgage or the landlord under any such ground or underlying lease shall at any time elect to have this Agreement constitute a prior or superior lien to its mortgage or lease, then, and in such event upon any such mortgage holder or landlord notifying Operator to that effect, this Agreement shall be deemed prior and superior in lien to such mortgage or lease, as the case may be, irrespective of whether this Agreement is dated prior to or subsequent to the date of such mortgage or lease.

18. No Recordation, Publicity. Neither Owner nor Operator shall record this Agreement without the prior written consent of the other Party hereto, which consent may be withheld or denied by such Party in its sole and absolute discretion. Except as expressly permitted in this Section, neither Party shall issue any public announcement, press release or other disclosure regarding the terms and conditions of this Agreement or the Parties' relationship under this Agreement except after receiving written authorization from the other Party. Notwithstanding the foregoing, Operator may include the name and address of the Premises on its list of properties served, and Owner may include Operator's name and logo in Owner's list of service providers for the Premises.

19. Confidentiality. Each Party agrees to keep the terms of the Agreement in strict confidence and shall not divulge any specifics of the same to any third party, except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, and employees, unless disclosure is required by law or Operator's franchise agreement.

20. Signatory Authority. When applicable, if the signatory Party hereto for Owner is any person or any entity other than the true Owner of the Premises, said undersigned signatory Party, as an agent for the true Owner, hereby represents and warrants to Operator that it has been granted full authority by the true Owner to enter into this Agreement and to bind the true Owner to perform the conditions and obligations contained herein.

21. Miscellaneous.

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party.

(b) **Interpretation.** This Agreement shall be governed by and construed under the laws of the state in which the Premises is located. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties.

(c) **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

(d) Survival. Any provisions of this Agreement that, in order to be given full force and effect, must survive the expiration or earlier termination of this Agreement shall so survive.

(e) Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

(f) Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Operator and Owner and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. This Agreement is for the sole benefit of Operator and Owner and is not intended to confer any rights on any other person; there are no third party beneficiaries of this Agreement.

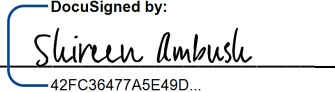
(g) Computation of Time. Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

OWNER:

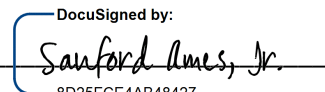
Signature:  42FC36477A5E49D...

Name: Shireen Ambush

Title: Property Manager

Date: 11/20/2023

OPERATOR:

Signature:  8D25FCE4AB48427...

Name: Sanford Ames, Jr.

Title: Sr. Vice President and General
Manager

Date: 11/17/2023

EXHIBIT A to
COMMUNICATIONS SERVICES ACCESS AGREEMENT

This is the Exhibit A to that certain Communications Services Access Agreement by and between TANYARD SPRINGS HOA and STARPOWER COMMUNICATIONS dba ASTOUND BROADBAND, dated 11/20/2023 sets forth additional terms of the Agreement, to which the Parties have mutually agreed. Except as explicitly defined in this Exhibit A, all capitalized terms used herein shall have the meanings given to them in the Agreement.

1. Cable Television Services.

(a) Programming. Subject to the requirements of law, Operator shall have sole discretion with respect to the selection, distribution and/or pricing of the programming and related equipment. Owner will sign authorizations of access to serve and such other documents (at no cost or liability to Owner) as may be reasonably required by Operator to provide programming at the Premises.

2. Marketing.

(a) Marketing by Owner. Owner agrees to occasionally promote Operator's Services at the Premises. Owner shall at a minimum perform the following promotional activities for Operator, using marketing materials provided to Owner by Operator at Operator's sole cost and expense: (i) include Operator's marketing materials in "move-in" packets that are distributed to new occupants of the Premises; (ii) coordinate with Operator's representatives to identify sponsorship opportunities in support of Tanyard Springs HOA events or meetings; (iii) include Operator and a description of the Services in any general listings of providers of goods and services to the Premises; and (iv) include Operator's marketing materials or information in communications to the occupants of the Premises (e.g., newsletters or emailed communications, online portals for occupants, etc.). Operator acknowledges that Owner may also promote the communications services of other providers, some of which may be competitors of Operator. Owner agrees that, should Owner elect to promote the services of other providers in addition to Operator's Services, Owner shall provide Operator's marketing materials with at least equal prominence and exposure as Owner provides the marketing materials of other providers.

(b) Marketing by Operator. Owner hereby grants to Operator the right to market its Services at the Premises. Without the necessity of obtaining specific approval by Owner, Operator may use promotional and marketing materials (e.g., product pamphlets, product descriptions, program listings, channel line-ups, direct mail and related sales materials) similar to the materials used in its general promotional and marketing activities in the geographical area of the Premises. Owner's approval, which shall not be unreasonably withheld, delayed or conditioned, is required prior to: (i) Operator's use of promotional or marketing materials developed exclusively for Premises, and (ii) the performance by Operator of marketing activities physically conducted on the Premises. Should Operator desire Owner's approval of either of the foregoing, Operator shall deliver a written request to Owner that includes the Building-specific marketing materials at issue and/or a description of the proposed on-site marketing activities, as applicable. Owner shall review Operator's proposal and, within seven (7) days after the date on which Operator submits its proposal to Owner, provide Operator with its written response either approving or rejecting the proposed materials and/or the proposed on-site activities.

EXHIBIT B to
COMMUNICATIONS SERVICES ACCESS AGREEMENT

1. Plans / Scope of Work.

This letter will serve to confirm that ASTOUND BROADBAND or an authorized agent of ASTOUND BROADBAND will be constructing as set forth and detailed on a scope of work description; provided additionally, ASTOUND BROADBAND will take reasonable steps to ensure that its work will be minimally obtrusive and aesthetically consistent with the building.

TANYARD SPRINGS HOA (Owner) acknowledges that the work will be done and hereby grants authorization for access and construction to the mentioned property.

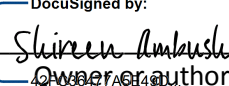
6920 Heritage Crossings, Glen Burnie MD 21060 - Scope of Work

Bore conduit along visible paths as indicated in Scope of Work drawings. All services will be underground inside green landscape vaults.

See Scope of Work attachment.

The mentioned plans are approved;

As Shown

<p>DocuSigned by:  Shireen Ambush <small>Owner or authorized agent signature</small></p>	<p>Property Manager _____ Title</p>	<p>11/20/2023 _____ Date</p>
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With changes as noted on the plans

<p>_____ Owner or authorized agent signature</p>	<p>_____ Title</p>	<p>_____ Date</p>
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