

AGREEMENT

THIS AGREEMENT is made this 9th day of January 2023, and effective January 1, 2023, by and between ELSINORE COMMUNICATIONS, LLC, a Utah limited liability company (“Elsinore”) and TAYSIDE FARM HOMEOWNERS ASSOCIATION, INC., a Utah corporation (“HOA” or “Association”).

WITNESSETH:

WHEREAS, the HOA was formed on November 3, 2021 for the purposes of administering the provisions of that certain Declaration of Covenants, Conditions and Restrictions (“Declaration”), dated December 29, 2022 and recorded on 1/12/2023 among the Salt Lake County Recorder’s Office, Entry # 2085, Book 2023, Page 1-37 for the subdivision known as “Tayside Farm” (“Subdivision”);

WHEREAS the HOA desires to obtain internet services for the occupants of the Subdivision, (herein, “Services”) and Elsinore has made arrangements to have the Services supplied to the HOA under the Access and Services Agreement (as defined below); and

WHEREAS, Elsinore and the HOA desire to execute this Agreement for the purposes herein contained.

NOW, THEREFORE, the parties agree, for good and valuable consideration, as follows:

1. Elsinore shall arrange to supply the Services to the residents of the Subdivision (“Owners”), subject to the terms contained herein.
2. For purposes of this Agreement, “the Access and Services Agreement” shall mean and refer to that certain Agreement between Elsinore and XMission, L.C. (“XMission”) dated October 1, 2022.
3. In consideration of Elsinore’s supply of Services, the HOA and all Owners (as defined in the Declaration) shall be liable for payment of the Services to Elsinore. Assessments levied by the HOA shall include all amounts required under this Agreement. The HOA is obligated to ensure that the budget of the HOA each year includes the amounts to be paid under this Agreement. The sums due under this Agreement will be billed by Elsinore and the HOA is required to pay the amounts due under the bills on a monthly basis, or other periodic installment as determined by Elsinore in its sole and absolute discretion from time to time. The HOA and each Owner shall also indemnify Elsinore for any and all claims, losses, damages, legal fees and any other type of costs or expenses arising under the Access and Services Agreement due to any act or omission by any Owner and/or the HOA. The HOA and each Owner as well as any future Owners recognize the rights Elsinore has under the Access and Services Agreement and shall not take any action or fail to take any action which may impair Elsinore’s rights under the Access and Services Agreement or otherwise affect Elsinore in connection with the Access and Services Agreement or the services provided thereunder, and in the event the HOA and/or any Owner takes any

such action or fails to take any action, then the violating party or parties shall be liable to indemnify Elsinore for any and all damages, losses, costs, legal fees or other expense Elsinore may incur in connection therewith. Further, the HOA and each Owner agree and acknowledge that in the event the Access and Services Agreement fails to comply with any term of the Access and Services Agreement, then in no event may Elsinore be liable to the HOA or any Owner or occupant of the Property for any claim, loss or any other type of expense arising from loss of the Services or otherwise.

4. In addition, the Association and each Owner shall be bound by the restrictions set forth in the Internet Service Agreement and Acceptable Use Policy, which is appended hereto as Exhibit "A" and incorporated herein by reference.
5. The Association and each Owner will use the Service only for lawful purposes. Any transmission or retransmission of material in violation of any Federal or State laws and/or regulations is expressly prohibited.
6. The Association and each Owner will indemnify and hold harmless Elsinore, its officers, members, employees, and agents from any and all claims, liabilities and damages arising from or related to use of the Service, including but not limited to those described in paragraphs 5 and 7, which cause, or are alleged to cause, damage to the Association or each Owner or any other party. Elsinore will not be liable, either in contract or in tort, for damages arising from unauthorized access to your transmission facilities or to your equipment or for unauthorized access to, alteration, theft or destruction of your data files, programs, or information, whether through accident, fraudulent means or devices, or any other method, unless such damage occurs as a result of Elsinore's fraud, willful misconduct or gross negligence. Elsinore shall not be in any way responsible for claims or damages caused by any other party; any act or omission of any other party furnishing services and/or products in connection with the Service; or for the installation and/or removal of any and all equipment supplied by any service provider or, except as provided in this paragraph, Elsinore.
7. Elsinore makes no warranties of any kind, expressed or implied, in connection with the Service and it disclaims any warranty of merchantability or fitness for a particular purpose. Except as otherwise set forth in paragraph 6 hereof, Elsinore is not responsible for any injury or damages which the Association or the Owners may suffer as a result of the use of the Service, including loss of data resulting from delays, non-deliveries, wrong deliveries, and any and all service interruptions whether caused by Elsinore and its employees or by your own errors or omissions.
8. Any and all information data, programs, media, viruses, spyware, etc. the Association and each Owner obtain or distribute through Elsinore's data network services (public and or private) is at your own risk.
9. Transfer allocation is set as 10 TB per Unit per month of service; transfer allocation is "use it or lose it" and does not roll over to following months. The 10 TB transfer quota is the cumulative total of uploaded and downloaded data for each active Unit. The Access and Services Agreement transfer allocation is 10 TB per Unit times the number of active Units for the month. Any Units joining after the start date of any billing cycle will not have the quota allocated to that month. The Access and Services

Agreement Partner may be notified by report of the monthly transfer usage of each active Unit and may bill any Unit exceeding the 10 TB transfer rate per month at \$1 per GB for a total of \$1,000 per TB. The Association and each Owner will not be charged an overage fee for months in which XMission does not have the ability to provide the aforementioned report.

10. It is the Owner's responsibility to keep independent backup files of important data and software. Elsinore and/or XMission are not responsible for lost or damaged data or software for any reason and assume Owner's will take all necessary precautions to backup data. To that end, Elsinore and/or XMission highly recommends that Owners undertake a proactive approach to computing, which includes scanning for and preventing malicious software; keeping systems current with the latest operation system patches; protecting data via a scheduled backup solution; and proper insurance for assets.
11. Each Owner is obligated to inform the Association in writing, no later than thirty (30) business days following the Owner closing any contract of sale of the Lot (as defined in the Declaration) and such notice shall contain the buyer's or buyers' name as well as the date of settlement. Further, each Owner shall include in any contract of sale the acknowledgement and attachments contained in Exhibit "A", attached hereto, executed by all buyers under the contract of sale. The signed notice shall be forwarded to Elsinore Communications LLC at 84 W 4800 South, Suite 300, Murray, Utah 84107 or such other address as Elsinore may provide to the Association from time to time, within the thirty (30) days provided herein. The Association shall be responsible for enforcing the Owner's obligations under this Paragraph 5.
12. In the event the HOA and/or any Owner fails to comply with the provisions of this Agreement, then Elsinore, in addition to its right to terminate this Agreement upon five (5) day's written notice to the HOA, also may take any legal action available under law and recover all costs incurred in connection therewith, including, without limitation, legal fees and court costs.
13. The HOA and Owners shall pay to Elsinore Forty Dollars (\$40.00) per month, per dwelling, as each unit is occupied.

Further, in no event may payment by the HOA and Owners be subject to any setoff or reduction due to the HOA's inability to collect all sums due hereunder or occupancy of the dwellings in the Subdivision. Any costs which are imposed on Elsinore under the Access and Services Agreement may be billed by Elsinore to the HOA.
14. The term of this Agreement shall be five (5) years from the date hereof and shall be automatically renewed without any further action on the part of any party on the same terms as the Access and Services Agreement.
15. Elsinore will not be responsible for performance of its obligations hereunder where delayed or hindered by war, riots, fire, earthquakes or other natural disasters, embargoes, strikes, acts of its vendors, or any other cause beyond its control, and will attempt to notify the Association and each Owner in the event of any of the foregoing occurrences. Should such occurrences continue for more than 30 days, the Association

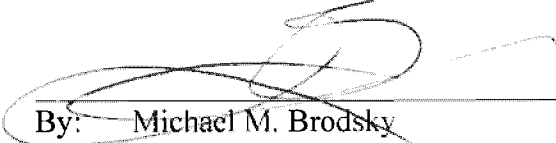
and each Owner or Elsinore may cancel the Service if affected with no further liability from the date such event or occurrence first takes place.

- 16. In the event any part of this Agreement is found to be unlawful or otherwise unenforceable, that part will be severed, and the remainder of this Agreement shall remain in effect.
- 17. This Agreement supersedes all previous representations, understandings, or agreements, written or oral, by and between the parties, other than as set forth in the Declaration of Covenants, Conditions and Restrictions as herein referenced. This Agreement may only be amended upon a written amendment signed by all parties hereto.
- 18. Elsinore may record this Agreement and any amendments to this Agreement in the County Recorder's Office at its expense and in its sole discretion from time to time.


IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

WITNESS/ATTEST:

ELSINORE COMMUNICATIONS, LLC


 By: Michael M. Brodsky
 President of Hamlet Development Corp
 Its Managing Member

TAYSIDE FARM HOMEOWNERS ASSOCIATION, INC.

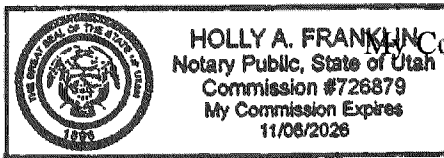

 By: Barry Gittleman
 President of Hamlet Homes IV Corp
 Its Manager

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 9th day of January, 2023, before me, the subscriber, a Notary Public of the State of Utah, personally appeared Michael M. Brodsky, known to me or suitably proven, who acknowledged himself to be the President of Hamlet Development Corporation, Managing Member of ELSINORE COMMUNICATIONS, LLC, the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.

Holly A. Franklin
Notary Public



My Commission Expires: 11/6/2026

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 9th day of January, 2023, before me, the subscriber, a Notary Public of the State of Utah, personally appeared Barry Gittleman, known to me or suitably proven, who acknowledged himself to be the President of Hamlet Homes IV Corporation, the manager of Tayside Farm, LLC, the Declarant of the Tayside Farm Homeowners Association, the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.

Rebecca Lui
Notary Public

My Commission Expires: 11/02/2025

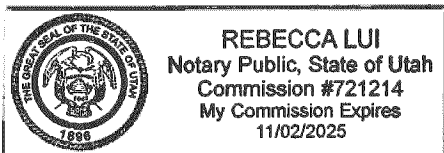


EXHIBIT A

Internet Service Agreement

And

Acceptable Use Policy

**TAYSIDE FARM HOMEOWNERS ASSOCIATION
INTERNET SERVICE AGREEMENT
AND
ACCEPTABLE USE POLICY**

TERMS AND CONDICTIONS/ACKNOWLEDGEMENT BY CUSTOMER/BUYER:

This Internet Service Agreement provides terms specifically related to Customer's Internet Service. By signing up for Internet Service, Customer agrees to be bound by the terms of this Internet Service Agreement, as evidenced by Customer's signature below. All obligations in this Internet Service Agreement that refer to "Customer" also jointly and severally apply to Users. Customer shall make all Users at each Service Location reasonably aware of the restrictions and limitations associated with the Internet Services, and Customer shall be responsible for any breach of any portion of this Internet Service Agreement by any User.

1. **Description of Service.** Customer will be provided with access to the Internet via fiber optic cable under that separate contract by and between Tayside Farm Homeowners Association, Inc. ("Association") and Elsinore Communications, LLC ("Elsinore"). The Service Provider will make every effort to ensure consistently high upload and download speeds but makes no warranty regarding the Internet Service.

Each Unit will be provided with:

An Internet connection speed of up to 200 Mbps

10 TB of total bandwidth usage per month. If a Unit uses bandwidth in excess of this amount, then Service Provider may invoice Customer at the then-current overage charges for all usage over 10 TB, and Customer shall promptly pay such charges. Any unused bandwidth shall be automatically forfeited at the end of each month, and no unused bandwidth amounts will roll-over into any subsequent month. No credits will be given for unused bandwidth.

2. **Acceptable Use Policies**

- a. **CUSTOMER AGREES TO USE THE SERVICE ONLY FOR LAWFUL PURPOSES.**

- b. **Unacceptable uses include, but are not limited to:**

- i. **Spam.** Customer may not utilize the Internet Service for the purpose of sending direct mailings, solicitations, bulk mail, spam, or any other high volume e-mailing actions. Customer will not send e-mail to persons who are not personally known to Customer, or who did not personally request e-mail from Customer. Customers whose activities result in the Service Provider domain name being banned from an e-mail server due to spamming may be assessed fees associated with the cost of lifting the ban. Any violation of this policy may result in the immediate termination of Customer's account, at the sole discretion of Service Provider. If Customer violates this spamming policy, it will be assessed the following fines and fees, which Customers hereby agree to pay:
 1. First offense: \$100
 2. Second offense: \$500
 3. Third offense: \$500 and automatic termination of Customer's account
- ii. **Newsgroup posting.** The posting of any advertisement or other commercial solicitation to any newsgroup is prohibited. Service Provider reserves the right to determine whether a post constitutes an advertisement or commercial solicitation. The posting of a single article or

substantially similar articles to an excessive number of news groups or mailing lists or continued posting of articles that are off topic is strictly prohibited. A posting will be considered off-topic when it provokes complaints from the regular readers of the news group or is deemed so by Service Provider. A violation of this policy will result in the immediate termination of Customer's account.

- iii. **Obscenity.** Customers may not utilize the Internet Service to send or receive obscene materials.
 - iv. **Impersonation.** Customers may not utilize the Internet Service to impersonate another person.
 - v. **Defamation.** Customers may not utilize the Internet Service to defame, harm, harass, or libel another person.
 - vi. **Trade secrets.** Customers may not utilize the Internet Service to send or receive trade secrets in violation of applicable state or federal law.
 - vii. **Malicious software or code.** Customers may not utilize the Internet Service to send or intentionally receive any viruses, spyware, worms, Trojan horses or any other malicious computer software or code designed to damage or make use of any third party's property.
 - viii. **Intellectual property.** Customers may not utilize the Internet Service infringe on any party's intellectual property rights. Customers may not engage in the illegal or unauthorized transfer of intellectual property, including but not limited to music, written works, movies, software, videogames, instructions, data, and code.
 - ix. **Unauthorized access to computers.** Customers may not utilize the Internet Service for the purpose of hacking or other conduct related to unauthorized access of computers, servers or systems.
- c. **Bandwidth Limits and Fluctuations.** Service Provider may, when necessary to control network congestion, impose reasonable bandwidth limits on Customer's use of the Service in order to ensure equitable access for other Customers. Service Provider will use commercially reasonable efforts to provide the bandwidth speed described in this Attachment, but Customer acknowledges that bandwidth speeds may fluctuate from time to time throughout the day and that Customer may not receive the designated speeds at all times during the day. At Service Provider's discretion, Service Provider may restrict or limit upload speeds.
- d. **Minors.** Customer will be fully responsible for monitoring minors' access to the Service and will take appropriate steps to ensure that minors do not have access to harmful content. Customer acknowledges that Service Provider does not monitor minors' access to the Service and is not responsible for minors' access to inappropriate or harmful content.
- e. **Personal Accounts.** Customers that have paid for a personal account (as opposed to a business account) are not permitted to use Service Provider's Internet connection to sell or advertise goods or services. This is only permitted to those who have purchased a business account or a virtual server.
- f. **Enforcement.** Service Provider reserves the right to take whatever actions it deems appropriate to enforce these policies. Service Provider also reserves the right to change these policies without prior notice at any time. The actions Service Provider takes may include account suspension or termination. Service Provider does not issue any credits for accounts cancelled due to policy violations. Any Internet activity, which references back to Service Provider or its services in a damaging manner, will result in suspension or termination of account(s). Illegal Internet activity using or referencing to Service Provider, or an account or services provided by Service Provider will result in immediate termination, possible prosecution, and assessment of legal fees accrued. In

addition to any other fees and penalties that may be assessed by the Service Provider, as provided herein, Customer shall be held liable for any and all costs incurred by the Service Provider as a result of Customer's violation of any terms and conditions of this Agreement. This includes, but is not limited to, attorneys' fees and costs resulting from Service Provider responses to complaints from and the cleanup of unsolicited commercial and/or unauthorized bulk mailings and/or news server violations. Service Provider's current hourly rate for responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is listed at are listed at the applicable website. Further, Customer shall indemnify Elsinore for any and all claims, losses, damages, legal fees and any other type of costs or expenses due to any act or omission by the Customer hereunder.

3. **Responsibility for Security and Filtering**

- a. **Security and Viruses.** Customer acknowledges that by connecting to the Internet, Customer's and its User's computer system and files are vulnerable to access by unauthorized third parties (including hackers). Customer is solely responsible for installing, implementing and using computer security precautions such as closing unnecessary ports and using firewall technology. CUSTOMER AND ITS USERS ARE STRONGLY ENCOURAGED TO INSTALL AND ROUTINELY UPDATE FIREWALL AND ANTIVIRUS SOFTWARE. In the event that Customer is found to be spreading a virus, whether intentionally or unintentionally, Service Provider may suspend Customer's account until such time as Service Provider believes that Customer has effectively remedied the situation.
 - b. **Wireless Connections.** Customer acknowledges that using wireless networking connectivity may present certain security risks. Customer is solely responsible for implementing and using wireless security measures, including but not limited to enabling encryption technology (e.g., Wired Equivalent Privacy (WEP) or Wi-Fi Protected Access (WPA)) on the relevant equipment, including the access point.
 - c. **Disclaimer of Liability.** Customer acknowledges and agrees that Service Provider has no liability for any unauthorized access of any Customer computer or system by any third party, and that Customer is solely liable for any damages arising from such unauthorized access. Service Provider is not providing any security advice or consulting services to Customer and is not responsible for installing or maintaining any security systems on behalf of Customer.
4. **IP Addressing.** Service Provider uses static and dynamic IP Addresses for Customers. Assignment of an IP address to Customer creates no ownership rights in Customer of the IP address. Service Provider retains all rights to any IP addresses it provides to Customer.
 5. **Ownership of Content.** Except for content on the Service Provider website, Service Provider does not own, license, or have any rights in content that Customer may upload or download, nor in e-mails that Customer may send or receive, nor in any content that Customer may upload to the server space provided by Service Provider under this Agreement. The content of all uploads, downloads, and e-mails associated with Customer's use of the Internet Service is solely the property and responsibility of Customer.

(Signature Page)

UPON COMPLETION
RETURN TO:
Elsinore Communications, LLC
84 West 4800 South, Suite 300
Murray, UT 84107

Agreed and accepted as of the Date shown below.

"CUTOMER/BUYER(S)"

Name: _____

Lot #: _____ (Tayside Farm)

By: _____
Customer/Buyer (printed name)

Customer/Buyer (signature)

Date: _____

EXHIBIT B

Legal Description

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF 100 SOUTH CHURCH SUBDIVISION, A SUBDIVISION RECORDED AS ENTRY NUMBER 80682-2017, MAP NUMBER 15671, IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID CORNER IS LOCATED 661.18 FEET SOUTH AND 429.58 FEET $S89^{\circ}38'28''W$ FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNER IS ALSO LOCATED ON THE NORTHERLY BOUNDARY LINE OF THE VOID PLAT D SUBDIVISION, A SUBDIVISION RECORDED AS ENTRY NUMBER 8256-2018, MAP NUMBER 15873, IN THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE $S89^{\circ}38'28''W$ 1.23 FEET TO THE NORTHWEST CORNER OF SAID VOID PLAT D; THENCE ALONG THE WESTERLY LINE OF SAID VOID PLAT D $S00^{\circ}38'25''E$ 228.77 FEET TO A WESTERLY CORNER OF SAID VOID PLAT D, SAID CORNER IS ALSO A NORTHERLY CORNER OF THE VOID PLAT B, A SUBDIVISION RECORDED AS ENTRY NUMBER 127927-2016, MAP NUMBER 15345, IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID VOID PLAT B $S88^{\circ}51'10''W$ 56.90 FEET; THENCE $N00^{\circ}38'25''W$ 203.49 FEET; THENCE $S89^{\circ}38'28''W$ 345.08 FEET; THENCE $N01^{\circ}17'00''W$ 96.04 FEET; THENCE $N00^{\circ}00'16''E$ 593.19 FEET; THENCE $S89^{\circ}57'31''E$ 330.50 FEET; TO A POINT IN THE NORTHERLY BOUNDARY LINE OF PARCEL A, OF SAID 100 SOUTH CHURCH SUBDIVISION; THENCE ALONG THE BOUNDARIES OF SAID PARCEL A THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) $N89^{\circ}36'13''E$ 5.27 FEET, 2) ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 22.49 FEET, A CHORD DIRECTION OF $S40^{\circ}58'09''E$, AND A CHORD DISTANCE OF 20.44 FEET, 3) $S01^{\circ}58'33''W$ 37.36 FEET, 4) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 160.00 FEET, A DISTANCE OF 74.86 FEET, A CHORD DIRECTION OF $S15^{\circ}22'44''W$, AND A CHORD DISTANCE OF 74.18 FEET, AND 5) ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 216.00 FEET, A DISTANCE OF 13.50 FEET, A CHORD DIRECTION OF $S26^{\circ}59'30''W$, AND A CHORD DISTANCE OF 13.50 FEET TO THE WESTERLY BOUNDARY LINE OF SAID 100 SOUTH CHURCH SUBDIVISION; THENCE ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) $S10^{\circ}42'11''E$ 190.83 FEET, 2) $S13^{\circ}55'11''E$ 139.74 FEET, 3) $S07^{\circ}11'48''E$ 84.15 FEET, AND 4) $S01^{\circ}37'30''E$ 117.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 264,161 SQUARE FEET OR 6.06 ACRES IN AREA; 62 LOTS AND 4 PARCELS.