

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on December 1, 2014, by and between Comcast of Southeast Pennsylvania, LLC (the "Company") and Marshall Woods Property, LLC (the "Owner") who owns or has control over certain real estate and improvements thereon located at 450 Forrest Avenue _____ Norristown, PA 19401 (the "Premises"), commonly known as "450 Green Apartments," consisting of 305 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Norristown, Pennsylvania (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring.

2. Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company, at its expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises and to interconnect with and use the cable home wiring. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Owner shall, at its expense, maintain the cable home wiring. If the Owner fails to maintain the cable home wiring in accordance with the Company's technical specifications, the Company may, at its option (i) suspend delivery of the Services to the Premises until the required repairs are made or (ii) if repairs are not made within 5 days after notice is provided by the Company, repair the cable home wiring as necessary and

charge the Owner for all materials and labor expended by the Company. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

a) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

b) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

3. Easement. The Owner has the authority to grant and does hereby grant to the Company an easement to operate the Company Wiring, and shall cause such easement to run with the Premises. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
4. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall supply the names and unit numbers of residents at reasonable intervals. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
5. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
6. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
7. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in

no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

8. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
9. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
10. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 5 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 years unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
11. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
12. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
13. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. Termination.
 - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence

curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

15. Removal of Company Wiring.

a) Upon expiration or termination of this Agreement for any reason, the Company shall have a period of 6 months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by such removal.

b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 14(a) shall be tolled for as long as the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the Company shall have the right to continue to own and use the Company Wiring and to interconnect with and use the cable home run wiring and cable home wiring to provide the Services. This Section shall survive the termination of this Agreement.

16. Dispute Resolution. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees.

17. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Marshall Woods Property, LLC
207 Leedom Street
Jenkintown, PA 19046
Attn.: Carolyn Hirsh

If to the Company:

Comcast of Southeast Pennsylvania, LLC
3800 Horizon Blvd. Suite 300
Trevose, PA 19053
Attn.: Regional MDU Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 17(e), each party agrees to keep the terms and conditions of this 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, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Marshall Woods Property, LLC


Name: Janice Gregg

By: 
Name: Frank Lohly
Title: Partner

COMPANY

ATTEST:

Comcast of Southeast Pennsylvania, LLC


Name: Robert Nicol

By: 
Name: _____
Title: _____

Tom Jelinek
Regional Vice President
Finance and Accounting

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

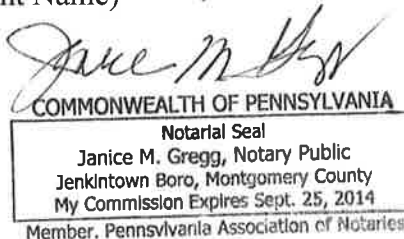
The foregoing instrument was acknowledged before me this 17th day of SEPTEMBER, 2014
by FRANK LINDY, the PARTNER of Marshall Woods
Property, LLC, on behalf of said entity. He/she is personally known to me or has presented
_____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Frank Lindy
Notary Public
(Print Name)

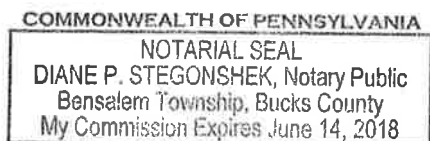
My commission expires: 9/25/14

STATE OF PA)
) ss.
COUNTY OF BUCKS)



The foregoing instrument was acknowledged before me this 9 day of JANUARY, 2015
by THOMAS JELINEK, of Comcast of Southeast Pennsylvania, LLC, on behalf of
said entity. He/She is personally known to me or has presented _____
(type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



Diane P. Stegonshek
Notary Public
(Print Name)

My Commission expires: 6/14/2018

EXHIBIT A

(see attached)

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GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated December 1, 2014, is made by and between Comcast of Southeast Pennsylvania, LLC, with an address of, 3800 Horizon Blvd., Trevoise PA 19053 its successors and assigns, hereinafter referred to as "Grantee" and Marshall Woods Property, LLC, with an address of 207 Leedom Street, _____, Jenkintown PA 19046 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated December 1, 2014, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Montgomery County, Pennsylvania described as follows:

LEGAL DESCRIPTION:

(See Attached)


The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.


IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Marshall Woods Property, LLC



Name: JANICE GREGG

By: 
Name: Frank Lundy
Title: Partner

GRANTEE

ATTEST:

Comcast of Southeast Pennsylvania, LLC


Name: ROBERT NISAK

By: 
Name: _____
Title: _____

Tom Jelinek
Regional Vice President
Finance and Accounting

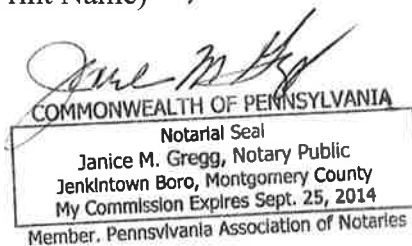
STATE OF Pennsylvania) ss.
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 17th day of SEPTEMBER, 2014
by FRANK LINDY, the PARTNER of Marshall Woods
Property, LLC, on behalf of said entity. He/she is personally known to me or has presented
(type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Ed W
Frank Lindy Notary Public
(Print Name)

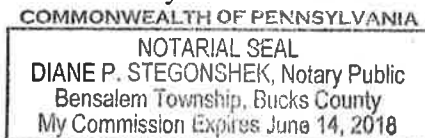
My commission expires: 9/25/14



STATE OF PA) ss.
COUNTY OF BUCKS)

The foregoing instrument was acknowledged before me this 9 day of JANUARY, 2015
by THOMAS JELINEK, the RVP, FINANCE & ACCOUNTING of Comcast of
Southeast Pennsylvania, LLC, on behalf of said entity. He/She is personally known to me or has
presented (type of identification) as identification and did/did not
take an oath.

Witness my hand and official seal.



My Commission expires: 6/14/2018

Diane P. Stegonshek
DIANE P. STEGONSHEK Notary Public
(Print Name)

LEGAL DESCRIPTION

[see attached]