

**Lindy Property Management
Joshua House
2607 Welsh Road
Philadelphia, PA 19114
312 Residential Units
House Misc Code: M189**

BROADBAND SERVICES AGREEMENT

BETWEEN

Comcast of Philadelphia , LLC

and

Heritage Associates LP

DATED: 11/1/2017

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**Heritage Associates LP, a
Pennsylvania LP,**

and

**Comcast of Philadelphia , LLC, a
DE LLC**

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BROADBAND SERVICES AGREEMENT

THIS BROADBAND SERVICES AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of November, 2017 (the "Effective Date"), by and between Comcast of Philadelphia , LLC, a DE LLC ("Comcast"), and Heritage Associates LP, a Pennsylvania LP, ("Property Owner") who owns or has control over certain real estate and improvements thereon located at 2607 Welsh Road, Philadelphia, PA 19114 (the "Apartment Complex"), consisting of 312 residential units plus any units added or constructed in the future.

RECITALS:

A. Comcast is a provider of broadband distribution systems and services.

B. Property Owner desires to make Comcast's Services available to the Apartment Complex for consumption by the residents thereof, and Comcast, on the terms, covenants and conditions contained in this Agreement, is willing to provide such Services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Comcast and Property Owner agree as follows:

ARTICLE I: DEFINITIONS

"Cable Home Wiring" means the coaxial cable running from the point of interconnection with the Cable Home Run Wiring at either (a) the distribution panel within each of the residential units (or common area location), or (b) the first splitter within each residential unit (or common area location) if the unit (or common area location) does not contain a distribution panel and continuing thereafter throughout the interior of the units until such coaxial cable terminates at wall outlets in the residential units or common areas.

"Cable Home Run Wiring" means the coaxial cable running from the point of interconnection with the Comcast Equipment at the Demarcation Points and continuing thereafter throughout the interior of the buildings until such coaxial cable interconnects with the Cable Home Wiring.

"Cable Services" means, for purposes of this Agreement, Comcast's multi-channel video programming services provided to residents of the Apartment Complex. "Cable Services" do not include voice or data services, local telephony, long distance telephony or high speed Internet access and services.

“Comcast Equipment” means all equipment and facilities installed and owned by Comcast at the Apartment Complex for use in connection with the delivery of the Services to the Apartment Complex, including, but not limited to, all hardware, amplification systems, risers, and distribution facilities and equipment. The Comcast Equipment does not include any portion of the Inside Wiring (as defined below), even those portions of the Inside Wiring that Comcast repairs, replaces or upgrades during the term of this Agreement. The Comcast Equipment also does not include any customer premises equipment used to receive the Services, such as set top boxes, modems and routers.

“Demarcation Points” means those junction points at or near the entrance to each individual building of the Apartment Complex or within one or more Equipment Rooms within the building(s) of the Apartment Complex where the Comcast Equipment connects with the Owner’s Cable Home Run Wiring.

“Equipment Room” means the space, if any, within any building of the Apartment Complex that has been designated for the housing of Comcast’s equipment rack, servers, interconnection equipment, and other electronic hardware and software used for the provision of Services within the Apartment Complex.

“Existing Property” means the Apartment Complex is currently occupied and receiving Services from Comcast as of the Effective Date, as identified in Exhibit A.

“Inside Wiring” means the Cable Home Wiring and Cable Home Run Wiring used by Comcast to provide the Services and also includes any replaced, repaired or upgraded Cable Home Wiring and Cable Home Run Wiring installed by Comcast during the term of the Agreement. The Inside Wiring does not include any other coaxial cable at the Property that is clearly labeled so that Comcast is able to distinguish such other coaxial cable from the Inside Wiring that Comcast is authorized to use hereunder.

“Internet Services” means, for purposes of this Agreement, Comcast’s provision of high-speed Internet access services to residents of the Apartment Complex.

“License” means, the following licenses granted by Property Owner to Comcast subject and pursuant to the terms of this Agreement: (1) the nonexclusive and nonpossessory license to access the Apartment Complex for the purposes of designing, engineering, constructing, installing, testing, maintaining, repairing, replacing, operating, relocating and removing the Comcast Equipment in accordance with the terms of this Agreement; (2) if applicable, the right to enter and occupy the designated space in the Equipment Room to install, test, repair, replace, operate or remove the Comcast Equipment; and (3) the nonexclusive right to provide the Services to residents in the Apartment Complex.

“New Build” means the Apartment Complex is under construction or newly constructed and has not been previously occupied, as identified on Exhibit A.

“PAA-EAST” means the Pennsylvania Apartment Association - East.

“Services” means the Cable Services, Internet Services and Voice Services offered by Comcast in the Comcast franchise area where the Apartment Complex is located and any IP-based services in the future offered by Comcast that can be provided to the Apartment Complex over the existing Comcast Equipment and Inside Wiring without Comcast, Owner or any third party installing additional equipment outside of the individual units within the Apartment Complex.

“Voice Services” means, for purposes of this Agreement, Comcast’s provision of digital voice services to residents of the Apartment Complex.

“Working Drawings” means the construction plans for the installation of additional Comcast Equipment at the Apartment Complex that is not part of the Comcast Equipment as of the Effective Date if required hereunder.

ARTICLE II: SCOPE OF AGREEMENT

2.1 Scope of Agreement. This Agreement governs the relationship between Comcast and Property Owner for the provision of Services to the residents of the Apartment Complex. The Apartment Complex is more fully described in Exhibit A (the “Property Information Form”), attached hereto and made a part hereof. This Agreement is intended to be used where the Inside Wiring is comprised of coaxial wiring. In the event this Agreement is executed by the parties and fiber optic cabling is installed as part of the Inside Wiring, the parties agree to either (a) terminate this Agreement and replace it with a new agreement that includes terms applicable to the provision of the Services via fiber and, if applicable, the installation of fiber optic cabling, or (b) amend the Agreement to include such terms.

ARTICLE III: LICENSE

3.1 Grant of License. Subject to and in accordance with the provisions of this Agreement, and in consideration of the fees payable by Comcast to Property Owner and the other obligations of Comcast under this Agreement, Property Owner hereby grants the License to Comcast. The foregoing grant of License shall be in effect solely during the term of this Agreement and will automatically expire upon the expiration or early termination of this Agreement.

3.2 Limitation of License. Notwithstanding the foregoing grant of the License or anything in this Agreement to the contrary, the License: (a) is subject to the property and privacy rights of the residents in the Apartment Complex; (b) is subject to the rights of all present and future holders of mortgages, deed of trust or similar instruments encumbering the Apartment Complex and to all modifications, extensions, replacements and amendments thereto; and (c) is subject to all easements, covenants, restrictions and reservations of record affecting the Apartment Complex. At the request of Property Owner, Comcast shall execute commercially reasonable subordination or other agreements as may be required by Property Owner's mortgagees to give effect to the provisions of this Section 3.2. At the request of Comcast (which may be made by Comcast only if Comcast is requested to execute a subordination or similar agreement), Property Owner shall use commercially reasonable efforts to obtain a non-disturbance agreement from the holder of any mortgage, deed of trust or similar instrument encumbering the Apartment Complex. Comcast shall pay any fee or cost imposed against Property Owner by such holder. The failure of Property Owner to obtain a non-disturbance agreement shall not constitute a default under this Agreement or give Comcast a right to terminate this Agreement; however, in such event and notwithstanding anything herein to the contrary, Comcast will not be obligated to enter into any subordination or similar agreement.

3.3 Marketing Exclusivity. Except in the event of the termination of Exhibit B "Schedule of Fees", Property Owner shall not: (a) as of the Effective Date and continuing thereafter for the remainder of the term of this Agreement, market to residents or prospective residents voice services, Internet access services, or video or cable services provided by any provider other than Comcast that are similar to the Cable Services, Voice Services, and/or Internet Services offered by Comcast to residents the Apartment Complex; (b) grant to any other person or entity a license or other right permitting access to the Apartment Complex for the purpose of soliciting or marketing service similar the Cable Services, Voice Services, and/or Internet Services, except, and only to the extent, as may be required by applicable law or regulation; or (c) otherwise grant any rights or licenses which would prevent Comcast from exercising the License granted hereunder. Subject to the terms of this Agreement, nothing contained in this Section 3.3 shall prevent residents of the Apartment Complex from acquiring services from providers other than Comcast. Property Owner shall not enter into a bulk service agreement with any other provider of services similar to the Services, regardless of the method in which those services are provided. For purposes of this Section 3.3, a "bulk service agreement" shall mean an agreement whereby Property Owner purchases services directly from a provider for all or substantially all of the residents at the Apartment Complex.

3.4 Access. The Property Owner shall provide Comcast's authorized representatives access to: (a) the Equipment Room (if applicable) on a 24-hour per day/7 days per week basis in order to maintain, repair and replace the Comcast Equipment; (b) the Apartment Complex on a 24-hour per day/7 day per week basis as reasonably necessary to connect or disconnect service or install, maintain, repair or replace the System as requested by residents; and (c) the Apartment Complex during reasonable hours to conduct the activities (subject to the restrictions) described in this Agreement. Any access must be in accordance with Property Owner's rules, regulations and security procedures generally in force with respect to the Apartment Complex, which rules, regulations and security procedures may be changed by

Property Owner without prior notice to Comcast. All marketing events and activities to be conducted at the Apartment Complex must be arranged in advance with the Property Owner's on-site staff, including any proposed door-to-door marketing by Comcast at the Apartment Complex, which must be arranged with Property Owner's on-site staff at least five (5) days in advance. Comcast will comply with any request of Property Owner's staff not to conduct any door-to-door marketing at night or on weekends. Prior to commencing any door-to-door marketing at the Apartment Complex, Comcast's employees or representative will check in with the Property Owner's on site staff.

3.5 Equipment Room Entry by Property Owner. If applicable, Comcast shall provide Property Owner with a key to all locks to Comcast Equipment housed in the Equipment Room. Property Owner shall not have the right of unsupervised access to the Comcast Equipment housed in an Equipment Room, except in the case of an emergency which involves human lives or property damage, or which involves a risk of property destruction or any threat to residents' or employees' health, in which case Property Owner shall have the right to use such keys and to access the Comcast Equipment without first notifying Comcast and without Comcast personnel being present, provided that such access shall only be to the extent necessitated by such emergency. Property Owner shall notify Comcast as soon as reasonably possible after Property Owner gains unsupervised access to any Comcast Equipment pursuant to this Section 3.5.

3.6 Agents. Comcast may, from time to time, enter into various agreements or arrangements with its approved designees, agents or authorized vendors, contractors, or subcontractors, which have experience and expertise in the field in which they have been engaged by Comcast, to provide services to, or on behalf of, Comcast (collectively, the "Contractors"). Comcast may subcontract with such Contractors to fulfill any of Comcast's obligations under this Agreement, including the provision of the Services. Property Owner acknowledges that the License granted in this Agreement shall extend to such Contractors.

ARTICLE IV: TERM

4.1 Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Property Owner and Comcast and their respective successors and permitted assigns commencing on the Effective Date and continuing thereafter for an initial term of five (5) years (the "Initial Term"). Following the expiration of the Initial Term, this Agreement shall automatically renew for successive periods of ninety (90) days each (each, a "Renewal Term") unless and until either party provides the other party with a minimum sixty (60) days' notice of its intention not to renew at the end of the Initial term or the then-current Renewal Term, as applicable. The phrase "term of this Agreement" as used herein shall mean, collectively, the Initial Term and any and all applicable Renewal Terms.

4.2 Quit and Surrender, Removal of Comcast Equipment. Comcast shall vacate the Equipment Room, and remove or otherwise abandon, at its sole cost and expense and without damage to the Apartment Complex, all of its Comcast Equipment, within ninety (90)

days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing and subject to Comcast's obligations under Section 6.11 herein, Comcast shall have the right to abandon all or a portion of the Comcast Equipment and will notify Owner of any such abandoned Comcast Equipment. Comcast will be responsible for any liens that are in place on any abandoned Comcast Equipment at the time of abandonment and Section 6.10 herein shall apply to any such liens. Within fifteen (15) days following its removal activities, Comcast shall commence to repair and restore as much as feasibly possible all portions of the Apartment Complex damaged or disturbed by the removal process and will use diligent efforts to complete such repair or restoration work as soon as reasonably possible following the end of such fifteen (15) day period. In the event Comcast fails to repair and restore the Apartment Complex within such 15-day period following the completion of its removal activities, Property Owner may, if the repair are still not complete after Property Owner sends a second notice to Comcast that gives Comcast an additional fifteen (15) days to perform the repairs, may cause the repairs to be performed and Comcast will reimburse the Property Owner for the reasonable costs incurred by Property Owner in making such repairs within thirty (30) days after Comcast's receipt of an invoice therefore and itemizing the work performed. Notwithstanding anything to the contrary contained in this Agreement, the removal period and abandonment of the Comcast Equipment referenced in this Section 4.2 shall be tolled for as long as Comcast has the right under applicable law to continue to provide any Service(s) to any or all the residents after the termination or expiration of this Agreement without first obtaining Owner's consent, in which case Comcast shall have the right to continue to own the Comcast Equipment and use the Comcast Equipment for the purpose of providing such Service(s) that are subject to such applicable law. Although Owner will comply with any applicable law regarding the continued use of the Inside Wiring by Comcast following the termination or expiration of this Agreement that is in effect at such time, if any, nothing herein shall be deemed to be Owner's authorization for Comcast to continue using the Inside Wiring or continue to provide any Services to the Premises following expiration or termination of this Agreement. This Section 4.2 shall survive the expiration or earlier termination of the Agreement.

ARTICLE V: FEEES AND SERVICES

5.1 Services and Rates. Throughout the term of this Agreement, Comcast shall provide the Services to the Apartment Complex. Comcast's provision of the Services to any resident shall be conditioned on the resident paying service charges and meeting other reasonable requirements as established by Comcast from time to time. Residents shall be charged and billed individually by Comcast for the Services they receive at the rates established by Comcast, but such rates shall at all times be no higher than the rates for such services on Comcast's then current rate card for Comcast's franchise area where the Apartment Complex is located. Owner shall not be liable for any charges incurred by the residents.

5.2 Fees to Property Owner. Comcast shall remit to Property Owner the "Marketing Support Fees" set forth in Exhibit "B" and the one-time "Compensation" payment set forth on Exhibit C attached to this Agreement and hereby made a part hereof, pursuant to the terms provided therein.

5.3 Marketing of Services. Except in the event of the termination of Exhibit B “Schedule of Fees”, Property Owner along with its site management personnel shall cooperate with Comcast to help promote subscriptions to the Services to all residents and prospective residents of the Apartment Complex in accordance with the terms of this Section 5.3. Comcast, at its sole cost, will supply promotional materials regarding Services to the Apartment Complex for distribution by site management personnel in welcome packages distributed to new residents. The term “Marketing Support” as used herein shall mean the marketing functions and obligations set forth in this paragraph. In the event Comcast develops a future Service beyond the Cable Services, Internet Services and Voice Services and such future Service is deployed at the Apartment Complex during the term of this Agreement, Comcast may include such future Service in its marketing materials and as part of its marketing activities at the Apartment Complex unless (i) Property Owner provides written notice to Comcast that Comcast’s marketing of such future Service at the Property is in conflict with Owner’s existing exclusive marketing agreement with a third party in which case Comcast will immediately stop all marketing activities at the Apartment Complex with respect to such future Service and Property Owner will have no marketing obligations with respect to such future Service for the remainder of the term of this Agreement, or (ii) Property Owner provides written notice to Comcast that Comcast’s marketing of such future Service at the Property will be in conflict with a pending new exclusive marketing agreement between Owner and a third party in which case Comcast will stop all marketing activities at the Apartment Complex with respect to such future Service within no more than ninety (90) days following Comcast’s receipt of such notice and Property Owner will have no marketing obligations with respect to such future Service for the remainder of the term of this Agreement. Property Owner will also display in a prominent space such promotional materials in a common area location mutually agreeable to the parties. A Comcast representative will be available to meet with Property Owner, at Property Owner’s request, on a quarterly basis to review the progress of all party’s efforts to achieve maximum penetration to the Apartment Complex. Property Owner shall cooperate with Comcast in the conduct of promotional events at the Apartment Complex with a maximum of one event per calendar quarter. Property Owner shall make available a prominent common area at the Apartment Complex free of charge for these promotional activities.

5.4 Website Link. If the Property Owner uses its own website, or a website that features the Apartment Complex, to list, offer, market or promote vendor services for residents or perspective residents of the Apartment Complex (the “Website”), Property Owner will include a link to Comcast’s designated website via the Property Owner’s Website pursuant to the terms of this Section 5.4. Comcast shall provide to Property Owner Comcast’s trademark and/or logo graphic file for use on the Property Owner’s Website, and a hypertext link to pass the visitor from the Website to Comcast’s designated website, but in no event to Comcast’s main website. The Comcast designated website may include information and materials pertaining to the Cable Services, Voice Services, and Internet Services offered by Comcast. The Owner will not market or advertise on or through its Website or use the Website to provide a link to any competing video services, voice services, and/or Internet services of a third party provider that compete with Comcast’s Cable Services Voice Services or Internet Services during the Term. Comcast shall have the right in its sole discretion to approve any such trademark/logo use by

Property Owner, its placement within the Website, and the use of any statements or claims in connection with such trademark/logo or Comcast's products and services on the Website, however, while Comcast shall approve such use and placement that right in no way grants to Comcast or infers that Comcast has any right to control Property Owner's website or mandate the placement and use of said trademark/logo in any particular location on Property Owner's Website. Subject to the preceding sentence, Property Owner shall place the trademark/logo and the associated hypertext link on the Website in accordance with such direction and approval by Comcast. Property Owner shall not remove the trademark/logo and its associated hypertext link from the Website without Comcast's prior written request or consent, except: (i) upon the expiration or earlier termination of this Agreement; (ii) if the Property Owner terminates the Website or no longer maintains an Internet presence that lists, offers, markets or promotes vendor services for residents or perspective residents for this Apartment Complex; or (iii) where Property Owner is permitted to do so in accordance with applicable law. All uses of Comcast's trademark/logo made by Property Owner shall inure to the benefit of Comcast. The Property Owner shall not copy or capture any portion of Comcast's website or any of its content within frames on the Website, or otherwise present or display Comcast's website content or represent Comcast's website as Property Owner's in any manner. The Property Owner shall not take any action to encumber the link from the Website to the Comcast designated website. Comcast shall not copy or capture any portion of the Property Owner's Website or any of its content within frames on Comcast's website, or otherwise present or display the Property Owner's content or represent the Property Owner's website as Comcast's in any manner. Comcast expressly acknowledges that Property Owner shall not be responsible for any computing, electronic or other difficulties, damages, liabilities or claims related to the link to Comcast's designated website except where caused by Property Owner's omissions or acts. Except as expressly provided for in this Section 5.4, Comcast grants no other rights or licenses with respect to its trademarks, logos or other intellectual property rights to Property Owner. Comcast expressly reserves all rights and licenses pertaining to its trademarks, logos or other intellectual property rights not expressly granted by Comcast in this Agreement. Property Owner grants no rights to Comcast with respect to the Property Owner's trademarks, logos or other intellectual property rights.

ARTICLE VI: INSTALLATION OF COMCAST EQUIPMENT

6.1 Design of Cable Facilities. Prior to the installation of any Comcast Equipment in the Apartment Complex that is not in place as of the Effective Date, or, thereafter, prior to any material change or modification to the Comcast Equipment, Comcast, at its sole cost and expense, shall prepare and deliver to Property Owner for approval Working Drawings for the Comcast Equipment to be installed in the Apartment Complex, including, without limitation, a description of any wiring or cabling needed to provide the Services to the Apartment Complex and the proposed location(s) of the Demarcation Points if the Apartment Complex is a New Build. A material change or modification includes any proposed installation of Comcast Equipment in any areas of the Apartment Complex that were not previously occupied by Comcast Equipment. Notwithstanding anything herein to the contrary, Comcast is not obligated to provide Working Drawings to replace defective or faulty components of the Comcast

Equipment as long as such replacement work does not involve trenching or excavation work at the Apartment Complex. Comcast shall design and install any wiring or cabling in an unobtrusive manner that, in Property Owner's reasonable judgment, does not adversely affect the structural integrity or aesthetics of the Apartment Complex. Comcast shall not commence any such installation work until Property Owner has approved the Working Drawings or until Property Owner is deemed to have approved the Working Drawings as set forth below. Within twenty (20) business days of submission of the Working Drawings, Property Owner shall approve the same in whole or in part, which approval shall not be unreasonably withheld, delayed or conditioned, or raise any objections to the Working Drawings, which objections shall be stated in writing and in reasonable detail and include a statement of the necessary modifications required to obtain approval. If Property Owner does not respond within twenty (20) business days, Property Owner shall be deemed to have approved the Working Drawings. On receipt of any objections to the Working Drawings, Comcast shall use its reasonable efforts to correct any objections to the Working Drawings with respect to which objections were noted by making appropriate changes thereto and shall thereafter re-submit the same to Property Owner for approval as provided above. Approval by Property Owner of Working Drawings submitted by Comcast shall in no way be deemed to constitute an opinion of Property Owner with respect to the adequacy of the technical aspects of the Comcast Equipment and other facilities described in the Working Drawings.

6.2 Construction Schedule. Promptly after the Working Drawings for any Apartment Complex have been approved, Comcast and Property Owner shall agree upon a schedule for completion of the installation of the Comcast Equipment in the Apartment Complex, which schedule shall be consistent with the assumptions underlying the applicable Working Drawings. The construction schedule shall set forth a targeted date for the completion of the work, and an outside deadline for completion of the work.

6.3 Installation of Comcast Equipment. To the extent not already installed at the Apartment Complex, Comcast, at its sole cost and expense, shall be responsible to purchase and install all Comcast Equipment within the Apartment Complex necessary to provide the Services in the Apartment Complex, including, but not limited to, all Comcast Equipment to be located in the Equipment Room (if applicable). Comcast shall not install Comcast Equipment which exceeds the load-bearing capability of the area in which the Comcast Equipment is being installed.

6.4 Equipment Room. All provisions in this Agreement pertaining to the Equipment Room are applicable only if the Comcast Equipment is housed in such an Equipment Room as of the Effective Date or if the Owner otherwise agrees in writing (or as part of the Working Drawings) to provide Comcast space in an Equipment Room. In the event the Comcast Equipment does not occupy an Equipment Room as of the Effective Date, the Property Owner has no obligation to make such an Equipment Room available to Comcast notwithstanding anything set forth herein. If the Comcast Equipment does occupy an Equipment Room as of the Effective Date, Property Owner shall continue to make space and electricity available to Comcast in such Equipment Room in the Apartment Complex. Property Owner shall designate the space in the Equipment Room to be used by Comcast. Comcast shall not be

entitled to any more than the minimal amount of space which is reasonably necessary to allow Comcast to house the Comcast Equipment.

6.5 Work Standards. All work to be performed under this Agreement by or for Comcast shall be performed in a good and workmanlike manner and in compliance with the approved Working Drawings, the requirements of applicable electrical safety codes, prudent utility practice, and all applicable laws, ordinances, codes, regulations and approvals of any government authority having jurisdiction over the Apartment Complex or the work being performed. Comcast shall operate, maintain and repair the Comcast Equipment and operate the Inside Wiring in such a way so as to ensure that such facilities are in compliance at all times with all applicable building codes, safety codes, fire codes, and electrical codes.

6.6 Time. Installation of the Comcast Equipment, to the extent practicable and within the reasonable control of Comcast, shall be carried out by Comcast in accordance with the construction schedule prepared pursuant to Section 6.2 above. Installation shall be limited to regular business hours and conducted in a manner that, to the extent reasonably possible, does not interfere with the residents' quiet enjoyment of their units.

6.7 Permits and Approvals. Comcast, at its sole cost, shall secure on a timely basis, at Comcast's expense, all necessary permits and approvals from government authorities having jurisdiction or approval rights with respect to the installation of the Comcast Equipment. Comcast shall indemnify and hold Property Owner harmless from and against any and all claims, including the expense reasonably incurred by Property Owner to defend itself against such claims, resulting from or arising out of the installation and operation of the Comcast Equipment by Comcast without first having obtained such permits and approvals. Comcast and Property Owner shall cooperate with each other and render all reasonable assistance in the procurement of necessary permits and approvals.

6.8 Use of Contractors. Comcast shall have the right, at its sole cost and expense, to have any of the installation work described in this Agreement performed by one or more Contractors. Upon the reasonable request of the Property Owner, Comcast shall remove personnel performing work under this Agreement as the Property Owner may deem unsuitable or incompetent to perform the work. Each Contractor retained by Comcast must be duly qualified and licensed to perform the work subject to its contract or subcontract. Upon Property Owner's written request, Comcast shall provide Property Owner with a list of all Contractors performing work under this Agreement. No contract between Comcast and its Contractors shall create a contractual relationship between the contractor or the subcontractor and Property Owner, and Comcast shall be solely responsible for the engagement and management of the Contractor. Comcast shall ensure that any Contractor performing any work on Comcast's behalf at the Apartment Complex shall comply with all of the applicable terms of this Agreement to the same extent that Comcast must comply if Comcast were performing the acts performed by such Contractor. Comcast shall be fully liable to Property Owner for any actions or omissions of such Contractor to the same extent that Comcast would be liable to Property Owner had Comcast engaged in the same actions or made the same omissions.

6.9 Warranty of Work. Comcast and its Contractors performing work to install the Comcast Equipment shall warrant their work in accordance with industry standards and practices, the applicable Working Drawings and the terms of this Agreement. In addition, Comcast, at its sole cost and expense, shall enforce the provisions of such warranties following completion of the work.

6.10 Liens. Comcast, within twenty (20) days after receipt of notice from Property Owner, shall discharge or bond over any mechanic's or other lien for materials or labor claimed to have been furnished to the Apartment Complex for Comcast's use or consumption, except for work contracted for by Property Owner. If Comcast fails timely to take such action, Property Owner may take such action as it deems appropriate to discharge such lien and Comcast shall cooperate with Property Owner to accomplish such discharge and shall reimburse Property Owner for reasonable costs incurred in connection therewith upon receipt of any invoice for such costs. In addition, Comcast shall indemnify and hold Property Owner harmless from and against any loss, payment or cost (including, but not limited to, attorneys fees) incurred by Property Owner in connection with the filing of any such lien against the Apartment Complex. This Section shall survive the expiration or earlier termination of this Agreement.

6.11 Ownership of Comcast Equipment. Comcast shall retain ownership of and title to all Comcast Equipment installed in the Apartment Complex, except as set forth in this Agreement. Neither the Property Owner nor anyone operating on its behalf or with its permission shall interfere with, tap into or use the Comcast Equipment. The Comcast Equipment shall retain its character as personal property following its installation at the Apartment Complex. In no event shall the Comcast Equipment be deemed to be a fixture of the Apartment Complex as long as Comcast continues to own such Comcast Equipment. Without limiting the generality of the foregoing, Property Owner shall not create any security interest in the Comcast Equipment of any nature whatsoever, including, without limitation, subjecting the Comcast Equipment to any mortgage, deed of trust or lien that encumbers the Apartment Complex where the Comcast Equipment is located.

6.12 Repair and Restoration of Apartment Complex. Comcast, at its sole cost, agrees to repair and/or replace any damage to the Apartment Complex (including the Inside Wiring) resulting from the installation, construction, upgrade, operation, maintenance or removal of the Comcast Equipment or the use of the Inside Wiring to the condition existing immediately prior to such damage. All such damage shall be commenced by Comcast within fifteen (15) days following written notice by the Property Owner of such damage, and Comcast will use diligent efforts to complete such repair or restoration work as soon as reasonably possible following the end of such fifteen (15) day period. If Comcast fails to fully perform the repair and replacement work within such 15 day period following Comcast's receipt of the Property Owner's notice of the damage, Property Owner may, if the repair are still not complete after Property Owner sends a second notice to Comcast that provides Comcast an additional fifteen (15) days to perform the repairs, perform or cause the performance of the corrective work at Comcast's sole cost and expense and Comcast will reimburse Property Owner for the reasonable costs and expenses within thirty (30) days after Comcast's receipt of an invoice itemizing the work performed.

ARTICLE VII:
INSIDE WIRING

7.1 Inside Wiring. If the Apartment Complex is a New Build, the Property Owner shall install all Inside Wiring necessary to deliver the Services from the mutually approved Demarcation Points to the residential units at the Apartment Complex, in accordance with Comcast's specifications attached hereto and made a part hereof as Exhibit D. In the event that Comcast determines that the Inside Wiring has not been installed in substantial compliance with Comcast's attached specifications, Comcast shall notify Property Owner and meet on site with Property Owner to identify the areas of non-compliance so that Property Owner can make the necessary modifications in order to comply with Comcast's specifications; provided however that Comcast shall not be obligated to provide the Services until the Inside Wiring complies with the attached specifications. If the Apartment Complex is an Existing Property, the Inside Wiring necessary to deliver the Services has been installed and Comcast will, upon Property Owner's request, identify the location of the Demarcation Points in writing. The Inside Wiring is and shall remain the personal property of the Property Owner. Comcast's use of the Inside Wiring during the Term is determined by the applicable box checked below.

- a) ☐ Exclusive right for Comcast to use all Inside Wiring. If this box is checked, Comcast will have an exclusive right to use all portions of the Inside Wiring throughout the Term and the following terms and conditions will apply:

Neither the Property Owner nor anyone operating on its behalf or with its permission shall tap into, use or otherwise interfere with the Inside Wiring or any portion thereof for any purpose. Subject to all applicable laws, Comcast shall, during the term of this Agreement, have the exclusive right to interconnect with and use the Inside Wiring and the non-exclusive right to interconnect with and use any telephony wiring owned or controlled by the Property Owner inside the individual residential units that may become necessary or useful for the provision of the Voice Services to the residents. Subject to applicable law, Comcast's right to use the Inside Wiring expires immediately upon the expiration or any earlier termination of this Agreement. Upon any request of Owner following the expiration or termination of this Agreement and subject to applicable law, Comcast shall relinquish its use of all Inside Wiring and all telephony wiring within the residential units.

- b) ☒ Exclusive right for Comcast to use only the Cable Home Run Wiring. If this box is checked, Comcast will have a non-exclusive right to use the Cable Home Run Wiring and an exclusive right to use the Cable Home Run Wiring and the following terms and conditions will apply:

Neither the Property Owner nor anyone operating on its behalf or with its permission shall tap into, use or otherwise interfere with the Cable Home Run Wiring or any portion thereof for any purpose. Subject to all applicable laws, Comcast shall, during the term of this Agreement, have the exclusive right to interconnect with and use the Cable Home Run Wiring and the non-exclusive right

to interconnect with and use the Cable Home Wiring and any telephony wiring owned or controlled by the Property Owner inside the individual residential units that may become necessary or useful for the provision of the Voice Services to the residents. Subject to applicable law, Comcast's right to use the Inside Wiring expires immediately upon the expiration or any earlier termination of this Agreement. Upon any request of Owner following the expiration or termination of this Agreement and subject to applicable law, Comcast shall relinquish its use of all Inside Wiring and all telephony wiring within the residential units.

ARTICLE VIII: OPERATION AND MAINTENANCE

8.1 Operation. Comcast's provision of the Services to the Apartment Complex and Comcast's exercise of the License shall comply in all respects with applicable federal, state and local laws. Cable Services shall meet or exceed industry standards without unreasonable interruptions of service, outages or interference. Comcast shall respond to any service and repair requests by residents in a timely manner, and such responses shall be in material compliance with state or local service of quality rules. Additionally, Comcast shall provide a toll-free customer service telephone number, shall respond to new service requests within five (5) days, and shall respond to service outages within 24 hours. In fulfilling its obligations hereunder, Comcast shall not unreasonably interfere with or hinder the operation of the Apartment Complex in accordance with Property Owner's normal operating procedures or with any resident's property or privacy rights.

8.2 Maintenance. Comcast, at its sole cost and expense, shall maintain the Comcast Equipment and Inside Wiring in good condition and repair and shall replace any damaged or worn Comcast Equipment and Inside Wiring when necessary for proper operation or to prevent damage to the Apartment Complex. Comcast shall also maintain those portions of the telephony wiring inside the individual residential units used by Comcast during such times that Comcast is using such telephony wiring to provide its Voice Services to subscribers. In the event Property Owner must repair or maintain any portion of the Apartment Complex, Comcast shall cooperate with Property Owner, including, but not limited to, the temporary removal of the Comcast Equipment to enable Property Owner to make such repairs or maintenance at Property Owner expense. Notwithstanding anything herein to the contrary, if Comcast has an exclusive right to use only the Cable Home Run Wiring as indicated in Section 7.1, then the following conditions apply: (i) Comcast will only be obligated to maintain those portions of the Cable Home Wiring used by Comcast during such times that Comcast is using such Cable Home Wiring to provide its Services to subscribers, and (ii) Comcast will not be obligated to repair any damaged Cable Home Wiring except for any Cable Home Wiring damaged by Comcast, which will be Comcast's obligation to repair at Comcast's expense.

8.3 Relocation. Property Owner may, in its sole and reasonable discretion, require Comcast, at Property Owner's expense, to permanently relocate within the Apartment Complex all Comcast Equipment to a mutually agreed upon replacement location that is suitable for Comcast's operations. Such relocation may also include the relocation of the Comcast

Equipment in the Equipment Room (if an Equipment Room is being used by Comcast pursuant to Section 6.4) to a new Equipment Room. The new Equipment Room, if any, shall contain at least as much area as the Equipment Room from which Comcast is being relocated (if applicable), and shall also be suitable for Comcast's operations. If Comcast was not occupying an Equipment Room prior to the Property Owner's relocation notice, Property Owner will not be obligated to provide Comcast with an Equipment Room as the result of the relocation. In the event that Property Owner requires Comcast to relocate the Comcast Equipment, Comcast shall, within ninety (90) days following Comcast's receipt of Property Owner's notice, relocate the Comcast Equipment; provided however that the time period for relocation shall be extended to one hundred twenty (120) days if Comcast has begun but not yet completed the relocation within the required ninety (90) day period. Property Owner shall cooperate with Comcast to ensure the relocated Comcast Equipment is operational for service before disconnecting service from the original location.

8.4 Interference by Other Parties. Notwithstanding anything else in this Agreement to the contrary, Comcast shall not interfere with the right of an individual resident or Property Owner to install or use a privately-owned reception device, provided, however, that should any device or facility belonging to a resident or Property Owner not comply with the technical specifications established by the Federal Communications Commission, including, but not limited to, signal leakage, which interferes with Comcast's delivery of the Services, Comcast reserves the right to discontinue service to the individual unit, until such nonconformance is cured by the resident.

ARTICLE IX: REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Representations, Warranties and Covenants of Comcast. Comcast represents, warrants and covenants with Property Owner as follows:

(a) Authority. Comcast is a corporation, duly organized, validly existing and in good standing under the laws of the State of Pennsylvania, and possesses all requisite power and authority to enter into and to perform in accordance with the terms, covenants and conditions contained in this Agreement.

(b) Restrictions. The execution and delivery of this Agreement, any instrument or document required by this Agreement, and the consummation of the transactions contemplated by this Agreement to the best of Comcast's knowledge will not violate any restriction contained in Comcast's organizational documents, or any statute, ordinance, law, order, ruling, certificate or license, regulation, judgment or demand of any court, regulatory agency or other tribunal to which Comcast is subject.

(c) Binding Obligation. This Agreement, when duly executed by Comcast, shall constitute a valid, legal, and binding obligation of Comcast, and shall be

enforceable in accordance with its terms. The individual executing this Agreement on behalf of Comcast has been duly authorized to sign this Agreement.

(d) Resources and Capacity. Comcast possesses and shall at all times maintain sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this Agreement. At the request of Property Owner, Comcast shall deliver to Property Owner current financial statements relating to Comcast Corporation, including a balance sheet, income statement and cash flow statement, together with all schedules and attachments thereto.

(e) Compliance with Government Requirements. Comcast, to the best of its knowledge, has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Comcast's right or ability to execute, and perform in accordance with the terms of, this Agreement.

(f) Proceedings. Comcast, to the best of its knowledge, has no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the transactions contemplated by this Agreement, or Comcast's rights under, or ability to perform pursuant to the terms of, this Agreement.

(g) Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds or other indentures of Comcast.

(h) Government Approvals. Comcast has all necessary government approvals to enter into and to perform its obligations under this Agreement, including, but not limited to, a certificate of public convenience and necessity or certificate of authority to provide multi-channel video program distribution services in the state and geographic area in which Property Owner's Apartment Complex is located.

(i) Brokers. Comcast has not used or engaged a broker in connection with the selection of any Apartment Complex or the negotiation of this Agreement. Comcast shall indemnify and hold Property Owner harmless from and against any and all claims and demands for a broker's fee, finder's fee or other similar fee or commission relating to Comcast's participation in the transactions contemplated by this Agreement.

(j) Utility Charges. Unless otherwise agreed to by the parties, Comcast shall be solely responsible for the payment of any electricity or other utilities consumed by the Comcast Equipment. Comcast, to the extent possible, shall separately meter all utilities needed by Comcast to operate the Comcast Equipment.

(k) Subleasing. Comcast shall not sublet all or any portion of an Equipment Room without the prior written consent of Property Owner, which consent may be withheld for by Property Owner in its sole and absolute discretion.

(l) Hazardous Substances. Comcast shall remove any hazardous waste or substance, as defined by applicable law, introduced or used in the Apartment Complex by Comcast, its agents and employees, and shall repair any portion of the Apartment Complex damaged or contaminated by such substances, whether or not such substance was used or introduced in compliance with applicable law. Comcast shall indemnify, defend and hold Property Owner harmless from and against any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of the use or introduction of any hazardous waste or substance in the Apartment Complex by Comcast, its agents and employees. The provisions of this Section 9.1(l) shall survive the expiration or earlier termination of this Agreement.

(m) Certificates. Comcast shall from time to time, within ten (10) business days after request by Property Owner, execute, acknowledge and deliver to Property Owner a statement, which may be relied on by Property Owner or any proposed assignee of Property Owner's interest in this Agreement or any existing or proposed mortgagee or ground lessor of the Apartment Complex subject to the terms of this Agreement, certifying that this Agreement is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the dates to which fees and other charges have been paid, and whether or not, to the best of Comcast's knowledge, Property Owner is in default hereunder or whether Comcast has any claims or demands against Property Owner (and, if so the default, claim or demand shall be specified), and such other information and certificates as Property Owner, or any proposed assignee of Property Owner's interest in this Agreement, or any existing or proposed mortgagee or ground lessor shall reasonably request.

9.2 Representations, Warranties and Covenants of Property Owner. Property Owner represents and warrants to Comcast, and covenants with Comcast, as follows:

(a) Authority. Property Owner is a duly organized, validly existing entity and in good standing under the laws of the state of its incorporation or registration, and possesses all requisite power and authority to enter into and to perform in accordance with the terms, covenants and conditions contained in this Agreement.

(b) Restrictions. The execution and delivery of this Agreement, any instrument or document required by this Agreement, and the consummation of the transactions contemplated by this Agreement will not violate any restriction contained in Property Owner's organizational documents, or any statute, ordinance, law, order, ruling, certificate or license, regulation, judgment or demand of any court, regulatory agency or other tribunal to which Property Owner is subject.

(c) Binding Obligation. This Agreement, when duly executed by Property Owner, shall constitute a valid, legal, and binding obligation of Property Owner,

and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Property Owner has been duly authorized to sign this Agreement.

(d) Compliance with Government Requirements. Property Owner has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Property Owner's right or ability to execute, and perform in accordance with the terms of, this Agreement.

(e) Proceedings. No litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the transactions contemplated by this Agreement, or Property Owner's rights under, or ability to perform pursuant to the terms of, this Agreement.

(f) Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds or other indentures of Property Owner.

(g) Conflicting Contracts. Except as disclosed to Comcast in writing, Property Owner is not a party to, or a successor to any party to, any contract which gives any person or entity the right to market multi-channel video program distribution services at the Apartment Complex or conflicts with any rights granted to Comcast under this Agreement.

9.3 Disclaimers.

(a) Disclaimer of Warranties by Comcast. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, COMCAST MAKES NO WARRANTIES REGARDING ITS CABLE EQUIPMENT OR ITS PROVISION OF THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

(b) Disclaimer of Property Owner. PROPERTY OWNER MAKES NO WARRANTIES REGARDING THE SUITABILITY OF THE APARTMENT COMPLEX FOR COMCAST'S SERVICES NOR DOES PROPERTY OWNER MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE NUMBER OF RESIDENTS WHO ARE LIKELY TO SUBSCRIBE TO COMCAST'S SERVICES.

9.4 Insurance. During the term of this Agreement, Comcast shall procure and maintain: (a) policies of general liability insurance in the amount of Two Million Dollars (\$2,000,000) for general liability, property damage and bodily injury or death resulting from any one accident; (b) an umbrella excess liability policy providing coverage of at least Five Million Dollars (\$5,000,000) for bodily injury and property damage combined, and (c) automobile

liability insurance on all owned, non-owned, or hired vehicles used in performance of the Agreement in the amounts not less than \$1,000,000 single limit, each accident, for bodily injury, liability and property damage combined. Such policies shall cover all acts and omissions of Comcast, its employees and Contractors. In addition, Comcast shall procure and maintain worker's compensation insurance on all employees who enter upon the Apartment Complex. Property Owner shall be named as an additional insured on all of Comcast's insurance policies other than worker's compensation. Comcast shall provide Property Owner with a certificate showing the existence of such coverage within thirty (30) days following Owner's request for same. Comcast shall not self-insure any risk which is required to be covered by insurance hereunder. If Comcast uses any agents or Contractors pursuant to Section 3.6 or 6.8, Comcast shall cause such agents and Contractors to comply with all of the insurance requirements of this Agreement and shall provide evidence of such compliance to Property Owner upon request.

9.5 Casualty. Subject to the waiver of subrogation provisions contained in Section 11.5, in the event of a casualty, the following shall apply:

(a) Termination Due to Casualty. Property Owner shall give prompt written notice to Comcast of any casualty to the Equipment Room, the Comcast Equipment or the Inside Wiring of which Property Owner is aware. Property Owner may, at its election, terminate this Agreement as of the date of the casualty or the date Comcast is deprived of possession of the Equipment Room (whichever is later) if: (1) the Apartment Complex or the portion thereof affecting the Equipment Room is substantially destroyed; (2) the Apartment Complex is partially destroyed but in Property Owner's opinion cannot be restored to an economically viable, quality project within sixty (60) calendar days; (3) the insurance proceeds payable to Property Owner as a result of any casualty are, in Property Owner's opinion, inadequate to restore the remaining portion of the Apartment Complex to an economically viable, quality project; or (4) Property Owner's ground lessor, mortgagee or the beneficiary of any deed of trust placed on any portion of the Apartment Complex by Property Owner requires insurance proceeds to be applied to pay or reduce indebtedness rather than repair the Apartment Complex. If this Agreement is not terminated as a result of such a casualty, Property Owner shall restore the Apartment Complex or the portion thereof affecting the Equipment Room. Comcast shall have no claim against Property Owner for any loss suffered by reason of any such damage, destruction, repair or restoration, unless caused by Property Owner. Except as provided herein, the cost of any repairs to the Comcast Equipment and other facilities shall be the responsibility of Comcast or its insurers. Property Owner shall not be required to repair any damage or to make any restoration or replacement of the Comcast Equipment installed by Comcast.

(b) Casualty Due to Comcast. Notwithstanding any provisions of this Agreement to the contrary, if the Apartment Complex, the Equipment Room or any of the Comcast Equipment is damaged or destroyed as a result of a casualty arising from the acts or omissions of Comcast or Comcast's agents or employees, Comcast shall be obligated, at Comcast's cost, to repair and restore the Apartment Complex, the Equipment Room and the Comcast Equipment to its condition just prior to the damage or

destruction under the direction and supervision of, and to the satisfaction of, Property Owner and Property Owner's lender or ground lessor, as applicable.

9.6 Condemnation.

(a) Termination Due to Condemnation. If any portion of or interest in the Apartment Complex is condemned or taken by any public authority or by any other person or corporation under any statute, by eminent domain or by purchase in lieu thereof, whereby use of the Apartment Complex is interfered with, Property Owner shall give Comcast written notice thereof and Property Owner or Comcast, at its election, may terminate this Agreement by giving written notice thereof to the other not later than thirty (30) days after possession is taken by the condemning authority, effective as of the date such notice is given.

(b) Compensation. Whether or not this Agreement is terminated as a result of any such condemnation or taking, all damages awarded as a result thereof shall belong to Property Owner; provided, however, nothing herein contained shall prevent Comcast from claiming, proving, collecting and retaining any damages from the condemning authority awarded for the Comcast Equipment, loss of business, or for any damages compensable under the applicable laws of the jurisdiction in which the Apartment Complex is located, so long as Property Owner's award is not diminished thereby. Property Owner shall not seek compensation associated with the taking of Comcast Equipment.

9.7 Assignment.

(a) Assignment by Property Owner (Sale of Property). If Property Owner sells or otherwise conveys its ownership interest in the Apartment Complex to any third-party, or if Property Owner converts such an Apartment Complex to a condominium regime, this Agreement shall survive and be binding upon such successor owner or condominium owners' association. Upon such sale or conveyance, the Property Owner shall cause the purchaser, transferee or condominium owners' association acquiring the Apartment Complex to accept in writing an assignment of Property Owner's interest under this Agreement and to assume in writing all of Property Owner's obligations and responsibilities under this Agreement in connection with such sale or other conveyance.

(b) Assignment by Comcast. Comcast shall have the right to assign its rights and obligations under this Agreement without first obtaining Property Owner's consent to an entity that purchases all or substantially all of Comcast's assets within the franchise area where the Premises is located or that is Comcast's successor by merger or restructure or recapitalization or to any affiliate (including, without limitation, all equity holders of Comcast). Any other proposed assignment by Comcast requires Property Owner's prior consent at Property Owner's sole discretion. Any such assignment shall be to an assignee that: (1) agrees to assume Comcast's obligations pursuant to this

Agreement; and (2) holds all necessary government authorizations, certifications and permits to provide the Services in the jurisdictions where the Apartment Complex is located. An assignment in violation of this Section 9.7(b), at Property Owner's option, shall be void, or give Property Owner the right to terminate this Agreement.

9.8 Use of Marks. Comcast grants Property Owner the nonexclusive permission to use certain service marks, logos, trade names and trademarks (collectively, as used in this Section 9.8, the "Marks"), solely for Property Owner's use in the marketing and promotion of Comcast's Services under this Agreement. All use by Property Owner of the Marks shall be subject to prior written approval of Comcast and Comcast may request that Property Owner cease using the Marks at any time; provided however that Comcast's approval is not necessary prior to Property Owner's distribution of marketing materials provided by Comcast that contain Comcast's Marks. Each such use by Property Owner shall conform to Comcast's standards and guidelines for the use of the Marks, as set forth in writing by Comcast from time to time. Property Owner shall acknowledge Comcast's ownership of the Marks in all publications or other form of use by Property Owner. Upon expiration or earlier termination of this Agreement, any and all rights or privileges of Property Owner to use the Marks shall expire. At any time upon Comcast's written request, Property Owner shall promptly discontinue any specific instance of use in a publication or otherwise of any or all of the Marks.

ARTICLE X: TERMINATION

10.1 Termination of Agreement. This Agreement shall terminate upon the expiration or the term of this Agreement or earlier upon the occurrence of any of the following:

- (a) The mutual written consent of Comcast and Property Owner;
- (b) At the option of the non-breaching party, if the other party fails to pay any sum due hereunder when due and such failure continues for thirty (30) days following written notice from the non-breaching party;
- (c) At the option of the non-breaching party if the other party breaches any of its representations, warranties or other obligations under this Agreement, and fails to cure such breach within forty-five (45) days after written notice thereof to the breaching party (which notice describes the breach or breaches and specifies the non-breaching party's intent to terminate this Agreement if such breaches are not cured);
- (d) At the option of Property Owner, if: (1) any new law, ordinance, statute, regulation, rule or court decision makes it unlawful for Property Owner to perform its obligations under this Agreement or to be a party to an agreement similar to this Agreement; (2) Property Owner is deemed to be a partner or joint venturer of Comcast on account of this Agreement; or (3) Property Owner, as a result of Property Owner's performance under the terms of this Agreement, is subjected to any tax or other

governmental fee, excluding, however, income or other similar taxes based on Property Owner's receipt of the fees set forth in Exhibit "B" attached to this Agreement; or

(e) At the option of Property Owner, if during any twelve (12) month period during the term of this Agreement, the Apartment Complex experiences more than three (3) unplanned and undisputed Major Outages as defined below. A "Major Outage" shall mean an event, which is within Comcast's reasonable control and is not repaired by Comcast within twenty-four (24) hours after Comcast receives one service request from Property Owner or three (3) service requests from residents identifying substantially the same problem and that causes the loss of one or more of the Services to twenty five percent (25 %) or more of the residential units of the Apartment Complex. A "Major Outage" specifically excludes outages resulting from a force majeure condition, scheduled outages necessitated by construction in connection with System, outages occurring at the programming network level, interference with the System by other providers on the Apartment Complex, and outages resulting from events not within the reasonable control of Comcast (collectively, the "Excluded Outages"); or

(f) As otherwise provided in this Agreement.

ARTICLE XI: INDEMNIFICATION; LIMITATION OF REMEDIES

11.1 Indemnification by Comcast. Comcast shall indemnify, defend and hold Property Owner, Property Owner's members, partners, officers, directors, owners, employees and agents (as applicable), and residents of the Apartment Complex (each an "Indemnified Party") harmless from and against: (a) all claims, losses, damages, costs or liabilities asserted by a third party against any Indemnified Party to the extent based on physical injury to persons, death of persons or physical damage to tangible property which arise out of Comcast's activities at the Apartment Complex (including the acts of its Contractors) and which are not caused by an Indemnified Party; (b) all claims of liability or loss that arise out of Comcast's exercise of the License, Comcast's provision of the Services, the use and occupancy of the Equipment Room or any other portion of the Apartment Complex by Comcast, its Contractors, agents and/or employees, and any antitrust claims or liability imposed on Property Owner as a result of Property Owner's execution of this Agreement; and (c) claims brought by third parties against any Indemnified Party for Comcast's failure to provide the Services as required hereunder, and (d) claims brought by third parties against any Indemnified Party for Comcast's failure to comply with applicable laws pertaining to the Services or Comcast's failure to satisfy the requirements of the federal, state or local regulatory agencies, including but not limited to the payment of fines, fees or penalties.

11.2 Indemnification by Property Owner. Property Owner shall indemnify, defend and hold Comcast and Comcast's members, partners, officers, directors, owners, employees and agents (as applicable) harmless from and against all claims, losses, damages, costs or liabilities asserted by a third party against Comcast to the extent based on physical injury to persons, death of persons or physical damage to tangible property arising from the acts or

omissions of the Property Owner or its members, partners, officers, directors, owners, employees and agents.

11.3 Limitation of Remedies. Notwithstanding anything in this Agreement to the contrary, Property Owner: (a) shall not be liable for any interruption in utilities or other services provided to or by Comcast, unless such interruption is caused by the gross negligence or willful misconduct of Property Owner, its agents or employees, and such interruption continues for at least ten (10) consecutive business days; and (b) shall not be obligated to perform any act or take any action that would violate any law, ordinance, statute, rule, regulation or court decision applicable to owners of residential multi-family properties or landlord-tenant relations.

11.4 Limitation of Damages. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS PERTAINING TO THIRD PARTY CLAIMS, NEITHER PARTY SHALL BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST OPPORTUNITIES, OR PUNITIVE DAMAGES, AND EACH PARTY WAIVES, TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW, THE RIGHT TO PURSUE CONSEQUENTIAL OR PUNITIVE DAMAGES. The liability of Property Owner and its successors and assigns with respect to this Agreement, shall be strictly limited to and enforceable only out of its or their interest in the Apartment Complex and shall not be enforceable out of any other assets. No mortgagee or ground lessor which shall succeed to the interest of Property Owner under this Agreement (either in terms of property ownership or possessory rights) shall: (a) be liable for any previous act or omission of a prior property owner, except to the extent the mortgagee or ground lessor has assumed such liability; (b) be subject to any offsets or defenses against a prior property owner, except to the extent the mortgagee or ground lessor has assumed such liability; (c) be bound by any amendment of this Agreement made without its written consent after it succeeds to the interest of the Property Owner; (d) be liable for any security not actually received by it; or (e) be liable for any initial construction of the improvements to be made to the Apartment Complex or for any allowances or credit to Comcast for construction costs or other expenses.

11.5 Release and Waiver of Subrogation Rights. Property Owner and Comcast each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Agreement, pursuant to insurance policies carried by the parties which are in force at the time of the loss or damage. Property Owner and Comcast will each request its insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. The waiver of subrogation endorsement need not be obtained if it incurs an additional cost for the affected policy, unless following written notice, the other party elects to pay that additional cost to obtain the waiver of subrogation endorsement. The provisions of this Section 11.5 shall survive the expiration or earlier termination of this Agreement.

ARTICLE XII: MISCELLANEOUS

12.1 Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof and supersedes all prior agreements and negotiations with respect to the subject matter hereof and any prior agreement (including any prior easement or license) between Property Owner and Comcast (or their predecessors in interest) for the provision of any or all of the Services (collectively, a "Prior Agreement"). Notwithstanding the replacement of any Prior Agreement with this Agreement, Comcast will pay all amounts owed to Property Owner that have accrued through the termination date of such Prior Agreement within sixty (60) days following the Effective Date of this Agreement. This Agreement shall not be modified or changed except by written instrument signed by all parties hereto.

12.2 No Waiver. No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the party against whom such waiver is to be enforced. No waiver by a party of any term or condition of this Agreement shall constitute a waiver by such party of any prior, concurrent or subsequent breach or default of the same or any other term of condition of this Agreement.

12.3 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be: (a) personally delivered; (b) sent by a nationally recognized overnight delivery service providing a signed receipt; or (c) sent by certified or registered mail, return receipt requested. All notices personally delivered or sent by a nationally recognized overnight delivery service shall be deemed effective when actually delivered as documented in a delivery receipt. All notices sent by certified or registered mail, return receipt requested, shall be deemed effective upon receipt thereof or upon a party's refusal to accept delivery of such mail. All notices shall be sent to the addressee at its address set forth following its name below and as set forth on Exhibit "A":

To Comcast:	Comcast of Philadelphia , LLC 3800 Horizon Boulevard, Suite 300 Trevose, Pennsylvania 19053 Attn: Director of Sales/ MDU's
With Copy to:	Comcast Cable Communications, LLC One Comcast Center Philadelphia, PA 19103 Attn: General Counsel, Cable Operations
To Property Owner:	Heritage Associates LP 309 Old York Road Jenkintown, PA 19046 Attn: Brian Kroker

12.4 Force Majeure. Except as otherwise expressly set forth in this Agreement, if either party's performance of any of its obligations under this Agreement is interfered with by any reason or any circumstances beyond its reasonable control, including, without limitation, fire, explosion, power failure or power surge, cable cuts, acts of God, war, civil commotion, or requirement of any government or legal body, actions by third party service providers, nonperformance by a local exchange carrier or other underlying network carrier, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, then such party shall be excused from performance on a day-to-day basis to the extent of such interference; provided, however, that the foregoing shall not delay Comcast's obligation to pay the fees set forth in Section 5.2 of this Agreement.

12.5 Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law or be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such invalid, void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement, but rather shall be enforceable to the fullest extent permitted by law.

12.6 Arbitration. Except as set forth below, any controversy, dispute, or claim of any nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be resolved at the written request of any party to this Agreement by binding arbitration. The arbitration shall be conducted in Philadelphia, Pennsylvania, and shall be administered in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. 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. Notwithstanding the foregoing, the following claims or disputes may be pursued by Property Owner without any requirement to submit such claims or disputes to binding arbitration even if requested by Comcast: any dispute or claim that the Services are not being delivered in compliance with applicable laws, or that the Comcast Equipment (or any work performed hereunder by Comcast at the Apartment Complex) is not in compliance with any applicable laws, ordinances, regulations, or codes (including any and all applicable fire codes, building codes, safety codes, and electrical codes).

12.7 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12.8 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state in which the Apartment Complex is located, without reference to its conflict of laws rules.

12.9 Independent Contractor. This Agreement shall not create a joint venture, partnership or principal-agent or other relationship between the parties except that of independent contractors.

12.10 Survival. The provisions of this Agreement that by their nature should survive termination shall survive the expiration or earlier termination of this Agreement.

12.11 Interpretation. Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The article, section and subsection headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise affect the construction or any provisions hereof. All references in this Agreement to articles, sections and subsections, unless expressly noted otherwise, are to articles, sections and subsections contained in this Agreement. Unless the context requires otherwise, references in this Agreement to “party” shall be to either Comcast or Property Owner, as applicable, and references to “parties” shall be to both Comcast and Property Owner.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

12.13 Costs. Except as otherwise set forth in this Agreement, Comcast and Property Owner shall each be responsible for its own costs, including legal fees, incurred in negotiating and finalizing this Agreement.

12.14 No Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, the terms, covenants and conditions of this Agreement, shall not be construed as being for the benefit of any person who is not a signatory to this Agreement.

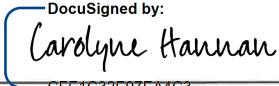
12.15 Exhibits. The exhibits to this Agreement referenced above are an integral part of the agreement and understanding of the parties and are incorporated in this Agreement by reference.

LEFT INTENTIONALLY BLANK – SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Broadband Services Agreement to be executed by their duly authorized representatives as of the Effective Date.

COMCAST:

Comcast of Philadelphia , LLC,
a DE LLC

By:  DocuSigned by:
CFE1C32E97EA4C3...
Name: Carolynne Hannan
Title: RVP Sales & Marketing – Freedom Region
1/29/2018

PROPERTY OWNER:

Heritage Associates LP,
a Pennsylvania LP

By: 
Name: Alan Lilly
Title: General Manager

EXHIBIT "A"**PROPERTY INFORMATION FORM**

- ☐ New Build
☒ Existing Property

I. Property Information

- A. Property Name: Joshua House
- B. Property Address: 2607 Welsh Road
Philadelphia, PA 19114
County of Philadelphia
Phone: _____
Facsimile: _____
- C. Ownership Entity: Heritage Associates LP
- D. Property Manager: _____
- E. Regional Manager: _____
- F. Classification: _____
- G. Units: 312
- H. Corporate Units or Units not
to be served by this Agreement: _____
- I. LEC: _____

II. Accounts Payable Information:

- A. Property Owner Payments Sent to: Heritage Associates LP
309 Old York Road
Jenkintown, PA 19046
- Check should be made out to: Heritage Associates LP

Are multiple check disbursements
required? If yes, list other addresses: _____

Percent Allocations: _____

Check should be made out to: _____

Percent Allocations: _____

Check should be made out to: _____

- B. Give name and address for where
Leasing Agent payments should
be sent:

Check should be made out to: _____

EXHIBIT "B"

SCHEDULE OF FEES

1. Definitions

a) Cable Service Revenue. The term "Cable Service Revenue" means the monthly recurring revenue received from the residents for all tiers of Cable Services, including tiers of premium channels, delivered to residents at the Apartment Complex in accordance with the terms of the Agreement, exclusive of equipment, taxes, fees and other charges imposed by any governmental authority.

b) Internet Service Revenue. The term "Internet Service Revenue" means the monthly recurring revenue received from the residents for the residential Comcast High Speed Internet service ("Internet Service") delivered to residents at the Apartment Complex in accordance with the terms of the Agreement, exclusive of equipment, taxes, fees and other charges imposed by any governmental authority.

c) CDV Service Revenue. The term "CDV Service Revenue" means the monthly recurring revenue received from the residents for the residential Comcast Digital Voice service ("CDV Service") delivered to residents at the Apartment Complex in accordance with the terms of the Agreement, exclusive of equipment, taxes, fees and other charges imposed by any governmental authority.

d) Marketing Support. The Property Owner shall provide "Marketing Support" on behalf of Comcast in accordance with Section 5.3 of the Agreement. Owner's obligation to exclusively market Comcast's Services is set forth in Section 3.3 of the Agreement. All marketing materials shall be provided by the Comcast.

e) Cable Service Penetration Level. The term "Cable Service Penetration Level" means the percentage figure derived by dividing the total number of residential units subscribing to the Cable Service at the Apartment Complex (either individually or as part of a bundled offering) by the total number of residential units at the Apartment Complex.

f) Internet Service Penetration Level. The term "Internet Service Penetration Level" means the percentage figure derived by dividing the total number of residential units subscribing to the Internet Service at the Apartment Complex (either individually or as part of a bundled offering) by the total number of residential units at the Apartment Complex.

g) CDV Service Penetration Level. The term "CDV Service Penetration Level" means the percentage figure derived by dividing the total number of residential units subscribing to the CDV Service at the Apartment Complex (either individually or as part of a bundled offering) by the total number of residential units at the Apartment Complex.

(h) Unless Comcast notifies the Owner of a different specific date each month when Penetration Levels are calculated, all Penetration Levels set forth above shall be calculated by Comcast on the twenty-first (21st) day of each month during the term of the Agreement.

(i) Pricing for Services in a Bundle. With respect to Services that are provided to residents by Comcast as part of a bundled package, Comcast shall apportion a percentage of each such Service, as generally based on the proportional amount for the Service included in the bundle per the full rate card amount for that Service. Notwithstanding any rates set forth on any rate card, for Marketing Support Fee calculation purposes, Comcast will only use revenues that are associated with actual charges on customer billing statements. The percentages or method used to apportion and/or allocate such percentages will be consistent for all Comcast subscribers receiving that service in the franchise area where the Apartment Complex is located. The method for calculating the allocation of revenue is subject to change in Comcast's sole discretion; provided however that Comcast shall only change its revenue allocation practice at the Apartment Complex consistent with any changes that Comcast makes to its revenue allocation practice for all Comcast subscribers throughout the specific geographic area where the Apartment Complex is located.

Penetration Level calculations will not include any resident whose account is in a Pending Disconnect Status because the resident has an account that is considered delinquent under Comcast's standard policies.

2. Marketing Support Fee.

a) Marketing Support. As of the Effective Date, in exchange for the Property Owner's exclusive Marketing Support for Comcast's Cable Services, Internet Services, and Voice Services delivered to the Apartment Complex during the term of the Agreement, Comcast agrees to pay the Property Owner, within forty-five (45) days following the end of each calendar quarter commencing on the date provided above, the aggregate sum of the following: (1) a percentage of its Cable Service Revenue in accordance with the Cable Service Penetration Level set forth in the table below, (2) a percentage of its Internet Service Revenue in accordance with the Internet Service Penetration and Level set forth in the table below, and (3) a percentage of its CDV Service Revenue in accordance with the CDV Service Penetration Level set forth in the table below ("Marketing Support Fee").

CABLE SERVICE MARKETING SUPPORT COMPENSATION SCHEDULE		
CABLE SERVICE PENETRATION LEVEL EQUAL TO OR AN GREATER THAN: D LESS THAN:		% OF CABLE SERVICE REVENUE PAID
0%	35%	0%
35%	40%	1%
40%	50%	2%
50%	55%	4%
55%	60%	7%
60%	65%	8%
65%	71%	9%
71% +		10%

INTERNET SERVICE MARKETING SUPPORT COMPENSATION SCHEDULE		
INTERNET SERVICE PENETRATION LEVEL EQUAL TO OR AN GREATER THAN: D LESS THAN:		% OF INTERNET SERVICE REVENUE PAID
0%	20%	0%
20%	25%	1%
25%	35%	2%
35%	45%	4%
45%	55%	5%
55%	65%	6%
65%	70%	7%
70%	75%	8%
75% +		10%

CDV SERVICE MARKETING SUPPORT COMPENSATION SCHEDULE		
CDV SERVICE PENETRATION LEVEL EQUAL TO OR AN GREATER THAN: D LESS THAN:		% OF CDV SERVICE REVENUE PAID
0%	20%	0%
20%	25%	1%
25%	35%	3%
35%	45%	4%
45%	55%	5%
55%	60%	6%
60%+		10%

All Service Revenues and Penetration Levels shall be calculated monthly and all quarterly Marketing Support Fee payments will be the aggregate of the monthly amounts owed for the applicable calendar quarter.

Accompanying each Marketing Support Fee payment will be a report showing the Cable Service Revenue, Internet Service Revenue, CDV Service Revenue, Cable Service Penetration Level, Internet Service Penetration Level, and CDV Service Penetration Level for the applicable quarter. Such report shall also show the applicable number of subscribers each month for each individual Service (e.g., Cable subscribers, Internet Subscribers, and Voice subscribers) and the underlying denominator used by Comcast to calculate each of the applicable Penetration Levels (e.g., the total number of residential units for the Apartment Complex). Property Owner understands and agrees that such reports shall not disclose any personally identifiable information of Comcast's customers.

The Marketing Support Fee payments shall be made payable to the Property Owner identified herein and shall be sent by Comcast along with the accompanying report to the address for Property Owner's payments set forth in Exhibit A.

3. In the event the Property Owner at any time markets any multi-channel video services, voice services, and/or Internet services of another provider to residents of the Apartment Complex that are substantially similar to Comcast's Cable Services, Internet Services or Voice Services, it shall be deemed a breach under this Exhibit B-Schedule of Fees. Comcast shall provide written notice of such breach and the Property Owner shall have fifteen (15) business days to cure such breach. If the Property Owner fails to cure such breach within such fifteen (15) business day period then Comcast may, without being in violation hereof and without terminating the underlying Agreement, withhold the Marketing Support Fee payment due Property Owner for the calendar quarter or for any subsequent calendar quarter(s) until such default is cured to Comcast's reasonable satisfaction and Property Owner has taken appropriate measures to ensure that such breach will not recur. In the event the Property Owner is in breach of this Exhibit B Schedule of Fees and twice fails to cure such a breach described above within fifteen (15) business days during any single calendar year or for two (2) or more consecutive calendar quarters, Comcast shall have the right, at its sole discretion and in addition to withholding payment of the Marketing Support Fee for any and all calendar quarter(s) in which the Property Owner is or remains in breach, to terminate this Exhibit B-Schedule of Fees. In the event this Exhibit B-Schedule of Fees is so terminated but Comcast does not terminate the underlying Agreement, Comcast shall continue to provide the Services to individual residents pursuant to contracts between Comcast and such residents in accordance with the terms of the Agreement but, the Property Owner will have no marketing obligations on behalf of Comcast during any period after Comcast has terminated this Exhibit B.

4. Audit.

a) Upon reasonable prior written notice, during normal business hours, at Comcast's business office at a time and date mutually agreed upon, the Property Owner or its authorized Representatives (as defined below) shall have the right at its own cost and expense (subject to the

exception set forth below) to review Comcast records used to calculate the Marketing Support Fee payments for the preceding twenty-four (24) months from the date the Property Owner receives such payment, after which period such payment shall be considered final.

b) Upon the completion of any such review by the Property Owner, if the Property Owner chooses to challenge the amounts paid by Comcast, the Property Owner shall provide to Comcast a final report, which sets forth the Property Owner's findings in detail, including any and all substantiating documentation. Comcast shall have thirty (30) days following its receipt of the report to provide the Property Owner with a written response contesting such results, including any substantiating documentation. If Comcast does not contest the results of the Property Owner's report in writing within such thirty (30) day time period, then such report will be deemed to have been accepted by Comcast. If Comcast contests such results within thirty (30) days after receiving the Property Owner's report, Comcast and the Property Owner shall confer within thirty (30) days after the Property Owner receives Comcast's response to attempt to resolve the discrepancy. If no resolution is reached within such thirty (30) day time period, the Property Owner may submit the matter to arbitration as set forth in Section 14 of the Agreement.

c) In the event of an underpayment, the amount due the Property Owner as a result of such a review shall be paid within forty-five (45) days of Comcast's receipt of the Property Owner's report, unless Comcast has contested such amount in good faith and in writing within the thirty (30) day period set forth above. If the amount of the underpayment owed the Property Owner is greater than five percent (5%) of the payments made by Comcast, Comcast shall simultaneously pay the reasonable costs of the audit. In the event a Property Owner's audit undertaken pursuant to this Section 5 reveals a prior overpayment to Property Owner by Comcast of amounts owed hereunder, the Property Owner shall refund the amount of the overpayment to Comcast within forty-five (45) days of completion of the audit.

d) The Property Owner acknowledges that Comcast's payment, if any, of any underpayment to the Property Owner, as reflected in the Property Owner report or as otherwise agreed by the parties, is not an admission by Comcast of any liability whatsoever to any person or entity, including to the Property Owner, and that said payment is offered and accepted as complete settlement and compromise of all claims which are or could be asserted by the Property Owner or by any other person in connection with such underpayment against Comcast, its parents, subsidiaries, affiliates, agents, officers, directors and employees.

e) In connection with such review, Comcast may disclose to the Property Owner and/or the Property Owner's Representatives certain information, which is confidential or proprietary. All information, documents, records and data about Comcast and its affiliates provided to the Property Owner or any of the Property Owner's Representatives during the audit of the Marketing Support Fee payments is referred to herein as "Confidential Information." Confidential Information does not include, however, information which (a) is or becomes generally available to the public other than as a result of a disclosure by Property Owner or any of its Representatives, (b) was available to the Property Owner on a non-confidential basis prior to its disclosure to the Property Owner by Comcast or any of its Representatives, or (c) becomes available to the Property Owner or its Representatives on a non-confidential basis from a third

party who is not known by the Property Owner to be bound by a confidentiality agreement with Comcast (or any of its affiliates) or who is otherwise not prohibited from transmitting the information to the Property Owner or its Representatives. The term "Representative" means the Property Owner and its authorized employees, agents, financial advisors, auditors, counsel, and accountants.

f) The Property Owner agrees that the Confidential Information shall not, without the prior written consent of Comcast, be disclosed by the Property Owner or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Property Owner or its Representatives other than in connection with the audit of Marketing Support Fee Payments. The Property Owner agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of the audit, who are informed by the Property Owner of the confidential nature of the Confidential Information and who agree to act in accordance with the confidentiality terms and conditions of this Section. The Property Owner shall be responsible for any breach of the confidentiality terms and conditions of this Section by its Representatives.

g) The Property Owner understands and agrees that no failure or delay by Comcast in exercising any right, power or privilege with respect to the Property Owner's breach of the confidentiality terms and conditions of this Section shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

h) The Property Owner further acknowledges that remedies at law may be inadequate to protect against breach of the confidentiality terms and conditions of this Section and that Comcast may seek injunctive relief against the Property Owner if the Property Owner has breached same. Such injunctive relief, if granted to Comcast, shall not be deemed to be the exclusive relief for such breach by the Property Owner but shall be in addition to all other remedies that may be available to Comcast at law or equity. This injunctive relief provision applies only to a breach by the Property Owner of the confidentiality provisions of this Section related to the Property Owner's review of Comcast's Marketing Support Fee payment records, and does not apply to any other provision of the Agreement.

EXHIBIT "C"

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT ("Compensation Agreement") is made and entered into this 11/1/2017 ("Effective Date"), by and between Comcast of Philadelphia, LLC, a DE LLC ("Comcast"), and Heritage Associates LP, a Pennsylvania LP, ("Property Owner") who owns or has control over certain real estate and improvements thereon located at 2607 Welsh Road, Philadelphia, PA 19114 (the "Apartment Complex"), consisting of 312 residential units plus any units added or constructed in the future.

WHEREAS, Comcast and Property Owner have entered into a Broadband Services Agreement of equal date herewith ("Service Agreement") pursuant to which Comcast will provide Services (as defined in the Service Agreement) to the Apartment Complex under the terms and conditions set forth in the Service Agreement; and

WHEREAS, in exchange for such the rights granted to Comcast in the Service Agreement, Comcast will pay Property Owner a per unit fee as set forth herein.

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

1. As consideration for Property Owner entering into a five (5) year Service Agreement with Comcast, granting Comcast, among other things, the right to use and operate the Comcast Equipment (as defined in the Service Agreement) to provide its Services to the Apartment Complex, Comcast agrees to pay Property Owner a one-time per unit fee of One Hundred Fifty Dollars (\$150.⁰⁰) for each of the Three Hundred Twelve (312) residential units at the Apartment Complex (total payment of Forty-Six Thousand Eight Hundred Dollars (\$46,800.⁰⁰)) (the "Compensation") payable within forty-five (45) days following the execution of the Services Agreement and this Compensation Agreement by both parties. Property Owner shall submit a completed W-9 form and a Vendor Profile, if requested by Comcast, upon the execution of this Compensation Agreement. The Compensation payment shall be made payable to the Property Owner identified herein and shall be sent by Comcast to the address for payments set forth in Exhibit A of the Services Agreement.
2. Property Owner's right to receive the Compensation described herein shall terminate upon expiration or earlier termination of the Service Agreement; provided however that, if the Service Agreement is validly terminated by Property Owner due to Comcast's uncured default prior to Property Owner's receipt of the full Compensation payment, Comcast shall be obligated to pay such Compensation payment to Property Owner.
3. Property Owner represents, warrants and covenants to Comcast that it is a member in good standing with the PAA-EAST as of the Effective Date hereof. Each party represents, warrants and covenants to the other party that:

- a. It is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b. It has full authority to enter into this Compensation Agreement and the Service Agreement and to perform its obligations under both.
 - c. It, its employees and agents shall at all times during the term of this Compensation Agreement comply with all Applicable Laws, ordinances, rules and regulations.
 - d. There are no decrees, orders of any court or administrative agency, consent agreements, or pending formal or informal governmental investigations which would prohibit or affect its ability to perform its obligations hereunder.
4. In the event either party defaults in the performance of this Compensation 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 Compensation Agreement which gives rise to the default. The defaulting party shall have fifteen (15) days following its receipt of the default notice to either (i) notify the non-defaulting party that no default occurred and provide sufficient documentation to such effect, (ii) cure the default, or (iii) if such default is incapable of cure within such fifteen (15) day period, commence curing the default within such fifteen (15) day period and diligently pursue such cure to completion within thirty (30) days following its receipt of the default notice. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement. In the event of an uncured default by Comcast under this Compensation Agreement, the Property Owner may, in addition to any and all other remedies available to Property Owner at law or equity, elect to terminate the underlying Service Agreement with no liability to Property Owner for such termination of the Service Agreement.
5. In addition to any and all other remedies available to Comcast at law or equity, in the event of an uncured default by Property Owner under the Service Agreement that results in a termination of the Service Agreement by Comcast, Property Owner shall refund to Comcast a portion of the Compensation paid by Comcast up to the date of termination in an amount equal to: (A) the total Compensation paid to the date of termination of this Compensation Agreement, divided by (B) the total number of years in the term of the Service Agreement, the result of which is then multiplied by (C) the number of years remaining in the term of the Service Agreement at the time the Service Agreement is terminated (rounded to the nearest tenth of a year).
6. Upon Comcast's payment of the total Compensation due to Property Owner hereunder, Comcast shall have no obligation to render any additional payment to any purchaser or transferee of the Apartment Complex who assumes the Service Agreement from Property Owner. If Comcast assigns the Service Agreement to a permitted assignee prior to

payment of the entire Compensation payment due to Property Owner hereunder, Comcast shall be obligated to assign this Compensation Agreement to such assignee.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Apartment Complex is located.
8. Arbitration. Any controversy, dispute, or claim of any nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Compensation Agreement shall be subject to the terms and conditions of Section 12.6 of the Service Agreement.
9. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given pursuant to the terms and conditions of Section 12.3 of the Service Agreement.
10. Each party agrees to keep the terms and conditions of this Compensation 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 Comcast to reasonably conduct its business.
11. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written pertaining to the Per Unit Compensation. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.
12. 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 Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

COMCAST:

Comcast of Philadelphia , LLC,
a DE LLC

DocuSigned by:
By: Carolynne Hannan
Name: Carolynne Hannan
Title: RVP Sales & Marketing – Freedom Region
1/29/2018

PROPERTY OWNER:

Heritage Associates LP,
a Pennsylvania LP

By: [Signature]
Name: Alan L. Kelly
Title: General Manager

EXHIBIT “D”

COMCAST WIRING SPECIFICATIONS FOR HFC NEW BUILD PROJECTS

To be provided for any new build projects.

COURTESY SERVICE ADDENDUM

THIS COURTESY SERVICE ADDENDUM (the "Courtesy Addendum") is made and entered into this 1st day of November, 2017, by and between Comcast of Philadelphia, LLC a DE LLC ("Comcast"), whose address is 3800 Horizon Boulevard, Suite 300, Trevose, PA 19053 and Heritage Associates LP, a Pennsylvania LP (the "Property Owner"), whose address is 309 Old York Road, Jenkintown, PA 19046, who owns or has control over certain real estate and improvements thereon located at 2607 Welsh Road, Philadelphia, PA 19114 (the "Apartment Complex"), consisting of 312 residential units. This Courtesy Service Addendum supplements that certain Broadband Services Agreement dated 11/1/2017 by and between the Property Owner and Comcast (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

WHEREAS, in consideration for the Property Owner entering the Agreement with Comcast to provide certain service to the Apartment Complex, Comcast agrees to provide the following courtesy outlet(s) and services.

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

1. COMMON AREA VIDEO COURTESY OUTLET(S). Comcast shall provide Three (3) outlets at no charge to the Property Owner at the Apartment Complex with Digital Starter (the "Common Area Video Courtesy Outlets"). The Property Owner acknowledges and agrees that it is prohibited by federal copyright law, and Comcast's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Apartment Complex. The Property Owner hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Apartment Complex, nor permit any other person to do so. In the event the Property Owner engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, Comcast may terminate the Common Area Video Courtesy Outlets. The Property Owner shall return any equipment provided by Comcast for use with the Common Area Video Courtesy Outlets within ten (10) days of the expiration or termination of the Agreement. The Property Owner shall reimburse Comcast for Comcast's costs to replace any receivers or remotes issued to the Property Owner that are lost, stolen, missing or damaged within thirty (30) days of receipt of an invoice from Comcast.

2. EMPLOYEE VIDEO COURTESY OUTLET(S). Comcast shall provide Four (4) outlets at no charge to the Property Owner in Four (4) residential units at the Apartment Complex with Digital Starter (the "Employee Courtesy Video Outlets"). Comcast shall not be required to provide service to the recipient until the recipient enters into a separate agreement accepting responsibility for any charges other than the tiers of service provided at no cost, including, but not limited to any equipment necessary to receive the service. The Property Owner acknowledges that in the event the recipient fails to comply with Comcast's terms and conditions for the services or acceptable use policies, including, but not limited to, payment of charges, Comcast shall have the right to discontinue any and all services to all outlets in the unit.

The Property Owner shall promptly notify Comcast in the event the recipient no longer resides at the Apartment Complex or is no longer employed by the Property Owner.

3. COMMON AREA INTERNET COURTESY OUTLET(S). Comcast shall provide One (1) outlet at no charge to the Property Owner with Performance High Speed Internet at the Apartment Complex ("Common Area Internet Courtesy Outlets"). The Property Owner agrees to be bound by the terms and conditions of the Comcast High Speed Internet Service subscriber agreement (as modified from time to time by Comcast, the "Internet Subscriber Agreement") and the Comcast High Speed Internet Acceptable Use Policy (the "AUP") as applied to the Common Area Internet Courtesy Outlet. A copy of the current Internet Subscriber Policy and AUP is available at www.comcast.com/Corporate/Customers/Policies/Policies.html. The Property Owner shall not connect the Common Area Internet Courtesy Outlets to wireless equipment, such as wireless access points without the express written consent of Comcast. The Property Owner shall return any equipment provided by Comcast for use with the Common Area Internet Courtesy Outlets within ten (10) days of the expiration or termination of the Agreement. In the event the Property Owner engages in, authorizes or permits a violation(s) of this subsection, the Internet Subscriber Agreement and/or AUP, in addition to any other remedies available at equity or at law, Comcast may terminate the Common Area Internet Courtesy Outlets. The Property Owner shall reimburse Comcast for Comcast's costs to replace any equipment issued to the Property Owner that is lost, stolen, missing or damaged within thirty (30) days of receipt of an invoice from Comcast.

4. EMPLOYEE INTERNET COURTESY OUTLET(S). Comcast shall provide Zero (0) outlet at no charge to Property Owner employee with Comcast's Residential Performance High Speed Internet Service. Comcast shall not be required to provide service to the recipient until the recipient enters into a separate agreement accepting responsibility for any charges other than the Comcast High Speed Internet service, including, but not limited to any equipment necessary to receive the service provided at no cost, including, but not limited to any equipment necessary to receive the service. Property Owner acknowledges that in the event the Property Owner employee fails to comply with Comcast terms and conditions for the services or acceptable use policies, including, but not limited to, payment of charges, Comcast shall have the right to discontinue any and all services to all outlets in the unit. The Property Owner shall promptly notify Comcast in the event the Property Owner employee no longer resides at the Apartment Complex or is no longer employed by the Property Owner.

5. This Courtesy Addendum, when duly executed by both parties, shall constitute a binding agreement between the Property Owner and Comcast from the date set forth above through 10/31/2022.

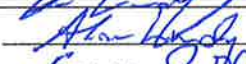
WITNESS/ATTEST:



ATTEST:

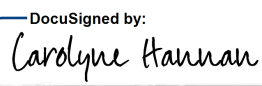
PROPERTY OWNER:

Heritage Associates LP

By: 
Name: 
Title: 

COMCAST:

Comcast of Philadelphia , LLC

DocuSigned by:
By: 
Name: Carolynne Hannan
Title: RVP Sales & Marketing – Freedom Region
1/29/2018