



10

REPORT TO HOUSING AUTHORITY
City of Sacramento
915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

Consent
August 13, 2013

Honorable Mayor and Members of the Housing Authority Board

Title: Authorization to Execute Non-Exclusive Easement Agreements for Conventional Public Housing and Housing Authority Property with Comcast Sacramento I, LLC

Location/Council District: Citywide

Issue: Currently, the Executive Director is authorized to execute easement agreements with public agencies and utility companies for Housing Authority properties. This report authorizes the Executive Director to execute a non-exclusive ten-year contract for easements with Comcast Sacramento I, LLC, a for-profit cable, telecommunication, and internet service provider.

Recommendation: Adopt a Housing Authority Resolution: 1) authorizing the Executive Director to execute the Comcast Sacramento I, LLC Service and Compensation Agreements for easements (Agreements) set forth in Exhibit A for a term not to exceed ten-years for City Housing Authority properties listed in Exhibit B; 2) authorizing the Executive Director to grant a non-exclusive easement, for a term not to exceed ten years, to Comcast Sacramento I, LLC, for the installation and servicing of the cabling and supporting equipment necessary for the provision of cable, telecommunications and internet services; 3) authorizing the Executive Director to amend the Housing Authority budget to receive and allocate the \$162,610 in one-time funds received in consideration of the Agreements to the properties which generated the easement revenue. The funds shall be expended from an approved or amended property-level budget, approved by the Executive Director or her designee; and 4) and making other related findings.

Contact: MaryLiz Paulson, Assistant Director, 440-1375; Mark Stephenson, Management Analyst, 916-449-6212

Presenters: Not Applicable

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue: In 1991 the Housing Authority adopted City Housing Authority Resolution # 91-036, authorizing the SHRA Executive Director to grant easements to public agencies and utility companies. Significant advances in technology

Easement Agreements with Comcast for Housing Authority Properties

over the past 22 years have made private enterprise demand for easements more valuable. Comcast Sacramento I, LLC is requesting a ten-year easement agreement for access to Housing Authority properties that are 50-units or larger. Easement agreements provide assurances to internet and other digital service providers that they will have rightful access to the property for equipment installation and routine maintenance services. In this case, Comcast is willing to compensate the property owner for this access. Revenues generated under this agreement will be used for improvements to living conditions for residents at the properties which generated the easement revenue.

Policy Considerations: The Comcast Service Agreement is non-exclusive, giving the Housing Authority flexibility to receive offers from other vendors requiring property easements and possibly providing other opportunities for revenue. In addition, California law requires a Public Hearing to be held prior to executing an easement for use of public property. A Public Hearing was held before the Sacramento Housing and Redevelopment Commission on July 17, 2013.

Environmental Considerations:

California Environmental Quality Act (CEQA): The recommended action is categorically exempt from CEQA review pursuant to CEQA Guidelines Section 15301 (a) and (b) as minor alterations to the interior and exterior of buildings for fiber optic and other cabling and supporting equipment in existing facilities.

Sustainability Considerations: Not applicable

Other: The National Environmental Policy Act (NEPA) does not apply.

Commission Action: At its meeting of July 17, 2013, the Sacramento Housing and Redevelopment Commission held a public hearing to receive public input and considered the staff recommendation for this item. The votes were as follows:

AYES: Alcalay, Chan, Gore, Griffin, LeDuc, Morgan, Morton, Shah

NOES: none

ABSENT: Johnson, Rosa, Stivers

Rationale for Recommendation: By authorizing the Executive Director to execute the non-exclusive Comcast easement agreement, the Housing Authority incurs minimal inconvenience and gains resources it would not have otherwise.

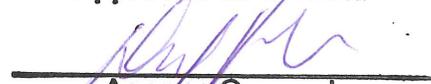
Easement Agreements with Comcast for Housing Authority Properties

Financial Considerations: Comcast's ten-year easement agreement calls for an up front, lump sum payment to each of the Authority's properties that are 50 units or larger. There are ten (10) properties with more than 50 units in the City's Housing Authority inventory. The total amount to be paid by Comcast Sacramento I to the City Housing Authority for all properties is \$162,610.

M/WBE and Section 3 Considerations: The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements. Should funds be added to new projects then M/WBE and Section 3 requirements will receive independent consideration.

Respectfully Submitted by: 
LA SHELLE DOZIER
Executive Director

Approved as to form:



Agency Counsel

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RESOLUTION NO. 2013 -

Adopted by the Housing Authority of the City of Sacramento

On date of

AUTHORIZATION TO EXECUTE NON-ECLUSIVE EASEMENT AGREEMENTS WITH COMCAST SACRAMENTO I LLC.

BACKGROUND

- A. The Housing Authority of the City of Sacramento adopted Resolution # HA91-036 in 1991 authorizing the Executive Director to grant easements to utility companies and public agencies.
- B. Significant advances in technology and changes in the legal environment over the past 22 years have given private sector businesses incentive to enter into easement agreements to place and service their equipment.
- C. Comcast Sacramento I, LLC, a for-profit utility, has initiated discussions regarding ten-year easements for Housing Authority properties.
- D. The Executive Director's delegated authority only applies to public utility companies and public agencies. Authorization is needed from the Housing Authority Board for the Executive Director to execute the Comcast Service easement agreements.
- E. California law requires a Public Hearing to solicit public input prior to executing an easement. A duly noticed Public Hearing was held on July 17, 2013 at the Sacramento Housing and Redevelopment Agency Commission meeting to solicit public input.
- F. The recommended action to approve and grant an easement to provide fiber optic or other cabling and supporting equipment in existing facilities is categorically exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15301 (a) and (b) as minor alterations to the interior and exterior of buildings. The National Environmental Policy Act (NEPA) does not apply.

July 13, 2013

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

- Section 1. The above declarations set forth in the above recitals including the environmental findings, are found to be true and correct.
- Section 2. The Executive Director is authorized to execute the Comcast Sacramento I, LLC Service and Compensation Agreements for easements (Agreements) set forth in Exhibit A for a term not to exceed ten years for City Housing Authority properties listed in Exhibit B.
- Section 3. The Executive Director is authorized to grant a non-exclusive easement, for a term not to exceed ten years, to Comcast Sacramento I, LLC, for the installation and servicing of the cabling and supporting equipment necessary for the provision of cable, telecommunications and internet services.
- Section 4. The Executive Director is authorized to amend the Housing Authority budget to receive and allocate the \$162,610 in one-time funds received in consideration of the Agreements to the properties which generated the easement revenue. The funds shall be expended from an approved or amended property-level budget, approved by the Executive Director or her designee.

Exhibit A – Services Agreements

Exhibit B – City Housing Authority Properties

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 816 Revere Street Sacramento, CA 95818 (the "Premises"), commonly known as "New Helvetia," consisting of 360 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

- d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.
- e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.
2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term “Marketing Support” shall include, the Owner’s display and presentation of the Company’s marketing materials for the Company’s services to existing and prospective residents. Marketing materials may include, at the Company’s discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 009-0030-039-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 816 Revere Street
City / State / Zip Code: Sacramento, CA 95818
APN(s): 009-0030-039-0000 (if multiple APN's, include in legal description)
Commonly Known As: New Helvetia

LEGAL DESCRIPTION:

(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____

Name: La Shelle Dozier

Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO CURRENTLY HAVING A TAX ASSESSOR NUMBER OF 009-0030-039-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS POR WRIGHT & KIMBROUGH INDUSTRIAL TR BOUNDED ON N BY MARSH ST ON E BY RINGGOLD ST ON S AND W BY KIT CARSON ST AS SHOWN ON O S BK 29 PG 24 FORM P AR POR 009-311-02 & 06 POR 009-030-05.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 816 Revere Street Sacramento, CA 95818 (the "Premises") consisting of 360 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$41,400.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1725 K Street Sacramento, CA 95811 (the "Premises"), commonly known as "Comstock," consisting of 80 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

- d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.
- e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.
2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A
(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 006-0125-011-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 1725 K Street
City / State / Zip Code: Sacramento, CA 95811
APN(s): 006-0125-011-0000 (if multiple APN's, include in legal description)
Commonly Known As: Comstock

LEGAL DESCRIPTION:
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____
Name: La Shelle Dozier
Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 1715 K ST, SACRAMENTO, CA 95811 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 006-0125-011-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS E.30 FT.LOT 7 BLK.J & K 17 & 18.

ACKNOWLEDGMENT

State of California
County of _____
On _____ before me, _____,
(here insert name and title of the officer)
Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

ACKNOWLEDGMENT

State of California
County of _____
On _____ before me, _____,
(here insert name and title of the officer)
Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1725 K Street Sacramento, CA 95811 (the "Premises") consisting of 80 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$9,200.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.
6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.
7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.
8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1107 23rd Street Sacramento, CA 95816 (the "Premises"), commonly known as "Sierra Vista," consisting of 78 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

- d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.
- e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.
2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term “Marketing Support” shall include, the Owner’s display and presentation of the Company’s marketing materials for the Company’s services to existing and prospective residents. Marketing materials may include, at the Company’s discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 007-0096-002-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 1107 23rd Street
City / State / Zip Code: Sacramento, CA 95816
APN(s): 007-0096-002-0000 (if multiple APN's, include in legal description)
Commonly Known As: Sierra Vista

LEGAL DESCRIPTION:

(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____

Name: La Shelle Dozier

Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 1115 23RD ST, SACRAMENTO, CA 95816 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 007-0096-002-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS W. 1/2 LOT 2 BLK. K & L 23 & 24.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1107 23rd Street Sacramento, CA 95816 (the "Premises") consisting of 78 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$8,970.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1318 E Street Sacramento, CA 95814 (the "Premises"), commonly known as "Washington Plaza," consisting of 76 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

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

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

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term “Marketing Support” shall include, the Owner’s display and presentation of the Company’s marketing materials for the Company’s services to existing and prospective residents. Marketing materials may include, at the Company’s discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site’s management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company’s marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 002-0124-007-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 1318 E Street
City / State / Zip Code: Sacramento, CA 95814
APN(s): 002-0124-007-0000 (if multiple APN's, include in legal description)
Commonly Known As: Washington Plaza

LEGAL DESCRIPTION:

(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____

Name: La Shelle Dozier

Title: Executive Director

ATTACHMENT A
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 1318 E ST, SACRAMENTO, CA 95814-1451 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 002-0124-007-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS W.1/2 LOT 3 BLK.E & F 13 & 14, SBE.2733-34-32.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1318 E Street Sacramento, CA 95814 (the "Premises") consisting of 76 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$8,740.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1 Clauss Court Sacramento, CA 95820 (the "Premises"), commonly known as "Colonial Heights," consisting of 80 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

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

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

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 022-0280-019-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 1 Clauss Court
City / State / Zip Code: Sacramento, CA 95820
APN(s): 022-0280-019-0000 (if multiple APN's, include in legal description)
Commonly Known As: Colonial Heights

LEGAL DESCRIPTION:

(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____

Name: La Shelle Dozier

Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 1 CLAUSS CT, SACRAMENTO, CA 95820-5417 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 022-0280-019-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS POR SE 1/4 SEC 20 T 8 N R 5 E MDB&M BEG AT THE S E COR LOT 96 FRUITRIDGE OAKS UNIT NO 1 TH CURVIN G TO RIGHT ON AN ARC OF 2730 FT RAD SUBT BY A CH ORD BEARING N 62°42'38"E 138.42 FT TH N 19°09'25 "W 277.90 FT TH N 70°20'45"E 348.63 FT TH N 19°0 9'25" W 211.11 FT TH N 88°38'10" W 446.56 FT TH S 01°20'56"W 74.78 FT TH S 61°43'30"W 135.49 FT TH S 28°16'30" E 584.03 FT TO POB EXC POR R/W DE EDED TO CITY OF SACRAMENTO DESC IN BK 710519/452 FORM PAR 022-280-12.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1 Clauss Court Sacramento, CA 95820 (the "Premises") consisting of 80 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$9,200.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 626 I Street Sacramento, CA 95814 (the "Premises"), commonly known as "Edge Water," consisting of 108 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

- d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.
- e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.
2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term “Marketing Support” shall include, the Owner’s display and presentation of the Company’s marketing materials for the Company’s services to existing and prospective residents. Marketing materials may include, at the Company’s discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site’s management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company’s marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

ATTEST:

COMPANY

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 006-0032-030-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 626 I Street
City / State / Zip Code: Sacramento, CA 95814
APN(s): 006-0032-030-0000 (if multiple APN's, include in legal description)
Commonly Known As: Edge Water

LEGAL DESCRIPTION:
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____
Name: La Shelle Dozier
Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 630 I ST, SACRAMENTO, CA 95814-2404 CURRENTLY OWNED BY HOUSING AUTHORITY CITY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 006-0032-030-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS LOTS 3& 4 BLK.I , J, 6 & 7 STREETS.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 626 I Street Sacramento, CA 95814 (the "Premises") consisting of 108 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$12,420.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 480 Redwood Ave Sacramento, CA 95815 (the "Premises"), commonly known as "Gibson Oaks," consisting of 80 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

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

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

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term “Marketing Support” shall include, the Owner’s display and presentation of the Company’s marketing materials for the Company’s services to existing and prospective residents. Marketing materials may include, at the Company’s discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 275-0032-003-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 480 Redwood Ave
City / State / Zip Code: Sacramento, CA 95815
APN(s): 275-0032-003-0000 (if multiple APN's, include in legal description)
Commonly Known As: Gibson Oaks

LEGAL DESCRIPTION:

(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____

Name: La Shelle Dozier

Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 480 REDWOOD AVE, SACRAMENTO, CA 95815-2963 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 275-0032-003-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS POR BLK 34 NO SACTO SUB NO 9 BEG AT A PT LOC ON N'LY BNDRY OF SD BLK 34 FR WH THE PT OF INTERSEC OF C/L OF REDWOOD AVE & C/L OF FORREST ST BEARS NORTH 25 FT & EAST 55 FT TH FR SD POB SW'LY ALG A CURVE TO RIGHT ON AN ARC OF 30 FT RAD SUBT BY A CHORD WH BEARS S 45°00'00"E 42.43 FT THEN SOUTH 9.93 FT TH ALG A CURVE TO THE LEFT ON AN ARC OF 250 FT RAD SUBT BY A CHORD WH BEARS S 15°47'30"E 134.44 FT TH S64°26'34"W 375.15 FT TO A PT O N W'LY BNDRY OF SD BLK 34 TH NW'LY ALG A CURVE T O THE RIGHT ON AN ARC OF 700 FT RAD SUBT BY A CH ORD WH BEARS N 07°51'00"W 191.21 FT TH N 113.29 FT TH ALG A CURVE TO RT ON AN ARC OF A 30 FT RAD SUBT BY A CHORD WH BEARS N 45°00'00"E 42.43 FT TH EAST 267.53 FT TO POB CONTG 2 AC M/L FORM PAR 275-032-01 .

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 480 Redwood Ave Sacramento, CA 95815 (the "Premises") consisting of 80 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$9,200.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1820 Capitol Avenue Sacramento, CA 95811 (the "Premises"), commonly known as "Capitol Terrace Apartments," consisting of 84 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

- d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.
- e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.
2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

THIS PAGE IS LEFT BLANK INTENTIONALLY

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 007-0142-024-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 1820 Capitol Avenue
City / State / Zip Code: Sacramento, CA 95811
APN(s): 007-0142-024-0000 (if multiple APN's, include in legal description)
Commonly Known As: Capitol Terrace Apartments

LEGAL DESCRIPTION:
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____
Name: La Shelle Dozier
Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 007-0142-024-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS E. 1/2 OF LOT 2 & LOT 3 BLK. M & N 18TH. & 19TH. STREET.

ACKNOWLEDGMENT

State of California
County of _____
On _____ before me, _____,
(here insert name and title of the officer)
Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

ACKNOWLEDGMENT

State of California
County of _____
On _____ before me, _____,
(here insert name and title of the officer)
Personally appeared _____
Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1820 Capitol Avenue Sacramento, CA 95811 (the "Premises") consisting of 84 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$9,660.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 240 Seavey Circle Sacramento, CA 95818 (the "Premises"), commonly known as "Marina Vista," consisting of 391 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

- d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.
- e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.
2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

Housing Authority of the City of Sacramento

WITNESS/ATTEST

By: _____
Name: La Shelle Dozier
Title: Executive Director

Name: _____

COMPANY

Comcast of Sacramento I, LLC

ATTEST:

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

Name: _____

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 009-0030-023-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 240 Seavey Circle
City / State / Zip Code: Sacramento, CA 95818
APN(s): 009-0030-023-0000 (if multiple APN's, include in legal description)
Commonly Known As: Marina Vista

LEGAL DESCRIPTION:

(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____

Name: La Shelle Dozier

Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 240 SEAVEY CIR, SACRAMENTO, CA 95818-2812 HAVING A TAX ASSESSOR NUMBER OF 009-0030-023-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS ALL THAT POR OS BK 17 PG 46 LYING E OF STATE FRW Y CONTG 32.26 AC.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 240 Seavey Circle Sacramento, CA 95818 (the "Premises") consisting of 391 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$44,965.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the City of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 2526 L Street Sacramento, CA 95816 (the "Premises"), commonly known as "Sutterview Apartments," consisting of 77 residential units plus any units added or constructed in the future at this location.

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

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

1. Wiring.

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

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

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

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

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

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

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

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

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

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

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

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

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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

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

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

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

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

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

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

[the remainder of this page left blank intentionally]

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

OWNER

WITNESS/ATTEST

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 007-0163-008-0000

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated August 21, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the City of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 21, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

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

Address Range(s) and Street(s): 2526 L Street
City / State / Zip Code: Sacramento, CA 95816
APN(s): 007-0163-008-0000 (if multiple APN's, include in legal description)
Commonly Known As: Sutterview Apartments

LEGAL DESCRIPTION:
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

GRANTOR:

Housing Authority of the City of Sacramento

By: _____
Name: La Shelle Dozier
Title: Executive Director

ATTACHMENT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 2526 L ST, SACRAMENTO, CA 95816-5647 HAVING A TAX ASSESSOR NUMBER OF 007-0163-008-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS W.1/2 OF N.1/2 LOT 4 BLK.L & M 25 & 26 .

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

Personally appeared _____

Name(s) of Signer(s)

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 21, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the City of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 2526 L Street Sacramento, CA 95816 (the "Premises") consisting of 77 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the 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 the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$8,855.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
 - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
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 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. 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.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the City of Sacramento
801 12th Street
Sacramento, CA 95814
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Operations Manager

With a copy to:

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

9. 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 the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. 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. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. 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.

[the remainder of this page left blank intentionally]

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.

OWNER

WITNESS/ATTEST:

Housing Authority of the City of Sacramento

Name: _____

By: _____
Name: La Shelle Dozier
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional VP, Sales and Marketing