

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into this 1st day of July, 2008, by and between **Comcast of Potomac, LLC** (the "Company"), whose address is 508D S. Van Dorn St., Alexandria, Virginia 22304 and **Fairlington Meadows Council of Co-Owners, c/o Community Management Corporation, 12701 Fair Lakes Circle, Suite 400, Fairfax, VA 22033** (the "Owner") who owns or has control over certain real estate and improvements thereon located at Fairlington Meadows condominiums in Arlington, Virginia (the "Premises"), consisting of ~~352~~ residential units and common elements.

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The Company has been granted by the County of Arlington (the "County" or the "Franchise Authority") a franchise to construct and operate a cable communications system in the County. The Owner desires to provide broadband services to the Premises, including, but not limited to, cable television service (the "Services") and the Company is willing to maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

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

1. The System. The Company has installed all facilities necessary to transmit the Services to mutually agreed upon demarcation points located on the outside of the individual residential units near the utility meters, including, but not limited to, distribution cable, amplifiers and pedestals (the "System"). The System shall be and remain the property of the Company. Any cable home wiring, cable home run wiring and other equipment necessary to transmit the Services from the demarcation point to the outlets in each individual residential unit has been installed at the Premises (the "Inside Wiring"). The Inside Wiring shall be and remain the personal property of the individual residential unit owners. The use of the Inside Wiring shall be governed by individual contracts entered into between Company and each residential unit owner. At no time during the term hereof shall the Owner or any third party have the right to use the System or any portion thereof for any purpose. In the event the Company desires to make material modifications to the System that will affect the aesthetics of the Premises, the Company shall submit construction plans prepared by the Company for review and approval by the Owner, provided that Owner's approval shall not be unreasonably withheld.

2. Access. The Owner will allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services and will 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. Company shall be solely responsible for ensuring that its actions do not abridge the rights of other easement holders existing as of the date set forth above which the Company has been provided written notice by Owner. Access to units must be coordinated between Company and individual unit owners and residents. 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.

3. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to construct, install, operate and maintain the System on the Premises (whether by cable, satellite, microwave or otherwise) and to deliver the Services to the Premises, unless otherwise required by applicable law. Cable television installation guidelines agreed to by the Company and Owner are explicitly made a part of this Agreement and are incorporated by reference and attached as Exhibit A.

4. 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.

5. 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, seven days a week. 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.

6. Damage to Premises or Units, Clean Up. Any damages or disruption to the Premises or units caused by Company, its agents or employees, performing work under this Agreement will be promptly repaired or cleaned to the reasonable satisfaction of Owner and affected unit owner(s) by Company at Company's expense, no later than thirty (30) days after receiving written notice from Owner, unless Company receives the written consent of the Owner to extend the time period for repair and restoration, such consent not to be unreasonably withheld. Restoration of grass areas shall include, at a minimum, the re-sodding or re-seeding of disturbed areas. Any grass or landscaping restoration required according to the terms of this paragraph will not be completed during the months of November, December, January or February unless the weather permits restoration to occur at an earlier time. In the event of a failure by the Company to adequately restore the Premises within the time frames set forth above (unless the Association agrees in writing to extend the timeframe for restoration and repair, and with the exception of grass and landscaping restoration that is weather sensitive) the Owner may, but is not required to, complete such restoration work and the Company will reimburse the Owner for the reasonable costs and expenses related to such work within thirty (30) days of receipt of a written invoice.

7. Interference. Neither the Owner nor anyone operating on its behalf will tap or otherwise interfere with the System for any purposes. 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, provided, however, that should any device or any facility belonging to a resident (or Owner) 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 service to the Premises, or, at the Company's discretion, the individual unit causing such interference, until such non-conformance is cured by the resident.

8. 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 ten (10) years. This Agreement shall automatically renew for successive periods of two (2) years unless either party shall provide the other with a minimum sixty (60) days notice of its intention not to renew at the end of the then current term.

9. 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 written request, the Company will provide the Owner with a certificate evidencing such insurance.

10. Indemnification.

(a) Company shall indemnify, defend and hold Owner and its employees, officers, agents, attorneys, members and directors, harmless from and against all loss, cost, damage and expense (including reasonable attorney's fees) arising out of the actions or omissions of the Company, its agents and employees with respect to the installation, operation, maintenance or removal of the System and the Services provided to residents at the Premises pursuant to this Agreement, except to the extent such loss, cost, damage or expense is due to the negligence or misconduct of Owner or Owner's employees, agents or invitees or of any Property tenant. The Owner shall indemnify, defend and hold the Company harmless from any and all claims, damage or expense arising out of the actions or omissions of the Owner, its agents and employees. If any claim for indemnification arises under this Section, the party seeking indemnification shall notify the other party. Each party agrees to keep the other party reasonably informed with respect to the defense, compromise, settlement, resolution or other disposition of any such claim.

(b) Upon indemnified party's reasonable request, indemnified party shall be entitled to participate fully and cooperatively in the defense of any such claim at its own expense and with counsel of its choosing. Neither party shall admit any liability with respect to, or settle, compromise, resolve or discharge any such claim without the other party's prior written consent, which consent shall not be unreasonably withheld in the case of any settlement, resolution, compromise or discharge involving only the payment of money.

11. Limitation of Liability. NEITHER THE COMPANY NOR THE OWNER SHALL BE LIABLE TO EACH OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR

SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. 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 thirty (30) 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 thirty (30) day period, the defaulting party shall commence curing the default within such thirty (30) day period and diligently pursue such cure to completion within sixty (60) days). In the event if the defaulting party fails to do so within the time periods specified herein the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

b) Loss of Franchise. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company's franchise with the Franchise Authority or any renewal thereof ceases to be in effect.

13. Removal of System. Upon termination of this Agreement for any reason, the Company shall have a period of sixty (60) days in which it shall be entitled but not required to remove the System, including the cable home run wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal and restore the Premises, normal wear and tear excepted. In the event the System or any part of it is not removed within such time period, the part(s) of the System not removed will be deemed abandoned and the Owner will be entitled to use or otherwise dispose of the part(s) of the System not removed in any manner as it deems appropriate without further liability to the Company.

14. Dispute Resolution. All disputes over the amount of five thousand (\$5,000) under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with multi-channel video program distribution systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration(or litigation if the claim is under the five thousand dollar cut-off shall be entitled to collect from the non-prevailing party, all costs of the arbitration or litigation, including reasonable attorneys' fees.

15. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (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 Company. The Owner shall not be liable or otherwise responsible for any delay or default in, or failure of, performance resulting from or arising out of or in connection with any acts of God or circumstances beyond Owner's reasonable control and no such delay, default in, or failure of, performance shall constitute a breach by Owner. Financial difficulty (including lack of funds or financing) or commercial impracticability shall not be deemed events of force majeure. Any party claiming force majeure shall proceed diligently and in good faith to resolve any event of force majeure and to perform hereunder as soon as possible. Notwithstanding the foregoing, if there is an interruption in service for more than one hundred twenty (120) days for reasons outside of the parties' control, either party terminate this Agreement without any further obligation or liability.

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. 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 by the laws of the Commonwealth of Virginia without reference to its conflict of law rules.

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, 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 Fairlington Meadows Council of Co-Owners

Board of Directors  
c/o ~~Jason Eglin~~, Community Management Corporation

7/2/2008rev

Tony Rouhani 5  
3/4 / 2013

12701 Fair Lakes Circle, Suite 400  
Fairfax, VA 22033

w/copy to: Peter S. Philbin, Esq.  
Rees, Broome and Diaz, PC  
8133 Leesburg Pike, 9<sup>th</sup> Floor  
Vienna, Virginia 22182

If to the Company:

Comcast Communications, Inc.  
11101 University Blvd.  
Manassas, VA. 20110  
Attn.: Business Services

With a copy to:

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

g) Entire Agreement; Amendments. This Agreement 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.

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

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

WITNESS/ATTEST:

FAIRLINGTON MEADOWS COUNCIL OF CO-OWNERS

Terri Crandell

By: John W. Thurber  
Name: John W. Thurber  
Title: Fairlington Meadows Board President

STATE OF District of Columbia

COUNTY OF N/A ) ss.  
)

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2008 by John W. Thurber, President of Fairlington Meadows Condominium Council of Co-Owners, on behalf of the corporation. He/she is (personally known to me) or (has presented VADL B69645100 (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Terri Crandell  
Terri Crandell Notary Public  
(Print Name)

My commission expires: 7/28/2013

ATTEST:

COMCAST OF POTOMAC, LLC

*Christine Whitaker*

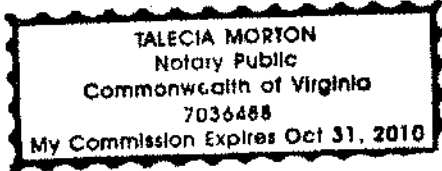
By: \_\_\_\_\_  
Name: Christine Whitaker  
Title: Vice President and General Manager

STATE OF Virginia )

COUNTY OF Penn William ) ss.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2008  
by Christine Whitaker, of Comcast of Potomac, LLC, on behalf of the corporation.  
He/She is personally known to me and did not take an oath.

Witness my hand and official seal.



*Talecia Morton*  
**TALECIA MORTON** Notary Public  
(Print Name)

My Commission expires: 10/31/10



**Exhibit "A" to**  
*Fairlington Meadows Council of Co-Owner*  
*("the Association")*  
**Service Agreement**  
**with Comcast of Potomac, LLC**  
*July 1, 2008*

**GUIDELINES FOR CABLE INSTALLATION**

- The Company agrees to follow the guidelines for cable installation within Fairlington Meadows.
- The Association may, at its own cost, have a representative accompany Company personnel while on the Premises.
- Any damage caused to the grounds as a result of cable installation will be repaired at the Company's expense. The Associations Buildings and Grounds Committee or Board of Directors shall notify the Company of any necessary remedial actions.
- Cables on the exterior of the units will be cut to fit. No excessive looping of cable or excess cable length is permitted.
- In the situations where conduit tubes are used to enclose the cable, the tube shall not extend more than four (4) inches above the surface of the ground. The Company permits the Association to trim back tubes that extend more than four (4) inches above the surface of the ground as long as no damage is done to the cable. The Company permits the Association to paint the tubes to color match the adjacent fences.
- Cables will be inserted into the back face of the building at or near ground level but no higher than one foot above the ground. The point of insertion may be within the enclosed patio. The only exception to this above provision is for Braddock units in "B" buildings. Installation of cables in the side or front walls of the buildings is not permitted. There are no exceptions to this provision.
- The Association will provide the Company with a list of the Braddock units and the B-Buildings.
- Installation of cable on Braddock units will be in accordance with the following provisions:

- Cable will be run vertically up the back wall of the building. There will be no excessive loops, droops of excess cable length or unnecessary angles in the cable installation.
  - The cable will be run as close to the drainpipes as possible to make the cable as least visible as possible.
  - Cables will not be attached to the drainpipes.
  - Cable attaching staples will be installed into the mortar only and the staples will be as small and non-destructive as possible.
- All permanent cable leading up to the buildings will be buried.
  - Only black cable will be used for all cable installation. Colored cable is acceptable only for temporary service.
  - Temporary cable lines laid on the ground will not be left in place for more than thirty (30) calendar days.
  - All holes made in the buildings will be tightly grouted around the cable. Black plastic hole-cover caps are permitted.
  - It is permissible to attach cable couplings to the base of the fence posts, but no higher than six inches above the ground. Couplings are not to be attached to any other part of the fences or to the buildings. Cables attached to buildings above six inches above ground level are permitted only for access to Braddock units.
  - The Company must remove all visible abandoned cables. This includes cables above the ground, attached to the buildings, and at the service junction pedestals.
  - Any new or replacement junction pedestals will be located behind the buildings. The Company must maintain all junction pedestals in a neat and professional manner. This means that loops or tangles of cable will not be permitted and that the pedestals shall have covers that hide the cable connections completely.

### *REMEDIAL ACTIONS*

- As soon after signing this agreement as possible, the Company will send a crew through the Association's property and remedy as many of the existing violations of the above guidelines as possible.
- Particular attention will be paid to the junction pedestals and the abandoned cables protruding from the ground, and coiled lengths of cable attached to the fences.

**Exhibit "B" to**  
**Fairlington Meadows Council of Co-Owners**  
**Service Agreement**  
**with Comcast of Potomac, LLC**  
*July 1, 2008*

**DESCRIPTION OF FAIRLINGTON MEADOWS B-BUILDINGS  
AND LIST OF ADDRESSES**

"B-buildings" are those buildings that contain multiple family units, usually four. The units are numbered A-1 (downstairs left), A-2 (downstairs right), B-1 (upstairs left) and B-2 (upstairs right). As of the year ending 2007, there are two B-buildings which each have only three units, due to renovations that combined two units into one. In the case of 3460 S. Stafford Street, the two combined units are A-1 and B-1, and in the case of 4241 S. 35<sup>th</sup> Street, the two combined units are A-2 and B-2.

B-buildings are located at the following 27 addresses:

Court 1

4108 S. 33<sup>rd</sup> Street

Court 2

3301 S. Stafford Street

3303 S. Stafford Street

Court 3

3345 S. Stafford Street

3347 S. Stafford Street

3353 S. Stafford Street

3369 S. Stafford Street

3373 S. Stafford Street

3395 S. Stafford Street

Court 4

3429 S. Stafford Street

Court 5

3439 S. Stafford Street

3441 S. Stafford Street

Court 6

3479 S. Stafford Street

Exhibit B  
Fairlington Meadows Service Agreement with Comcast

Court 7

None

Court 8

4231 S. 35<sup>th</sup> Street

4241 S. 35<sup>th</sup> Street

4271 S. 35<sup>th</sup> Street

4277 S. 35<sup>th</sup> Street

Court 9

None

Court 10

3477 S. Utah Street

3495 S. Utah Street

Court 11

None

Court 12

None

Court 13

4304 S. 34<sup>th</sup> Street

4316 S. 34<sup>th</sup> Street

Court 14

3404 S. Stafford Street

3422 S. Stafford Street

Court 15

3456 S. Stafford Street

3460 S. Stafford Street

3462 S. Stafford Street

3468 S. Stafford Street