

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into June 15, 2016, by and between Comcast of Houston, LLC (the "Company"), and TDC Tanglewood Real Estate Owner, L.L.C., a Delaware limited liability company (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1414 Wood Hollow, Houston, Texas 77057, and known as The Hayworth (the "Premises"), as described on Exhibit A attached to this Agreement, consisting of 246 residential units.

### BACKGROUND:

Company has been granted by an authorized governmental agency (the "Franchise Authority") a franchise to construct and operate a cable communications system in Houston, Texas. Owner desires for Company to provide broadband services to the Premises, including, but not limited to, multi-channel video and music services ("Video Services"), high-speed Internet access services ("Cable Internet Services"), and cable-based telephone services ("Cable Telephony Services") (collectively, the "Services"), and 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.

### AGREEMENT:

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

1. **System.** The "System" consists of the Distribution Plant and the Inside Wiring. The "Distribution Plant" consists of all facilities (other than the Inside Wiring and ONUs) necessary to provide the Services at the Premises, including, but not limited to, conduit, distribution cables, amplifiers, pedestals, lock boxes, cross-connect facilities, including the main and intermediate fiber distribution cabinets, equipment, and appurtenant devices. The "Inside Wiring" consists of the cable home wiring and the home run wiring. The "cable home wiring" is defined as the coaxial internal wiring, splitters, faceplates, F-81 connectors, and any related equipment within the residence of a resident up to and including the unit distribution panel in each unit. The "home run wiring" is defined as one run of single-mode fiber optic cable running from the unit distribution panel in each unit to the intermediate fiber distribution cabinets located in the corresponding Building Communications Rooms (as defined in Section 2(a)(2)). During construction of the Premises, Company will provide and install an optical conversion device used to convert fiber optic signals to signals that can be transmitted over coaxial cable in that resident's unit ("optical network unit(s)" or "ONU(s)").
  - a) Either party may use independent contractors, subcontractors, or other non-employees (collectively, "Non-employees") to perform any of its obligations or to act on behalf of that party. A party's use of Non-employees does not release that party from any of its liabilities or obligations under this Agreement. Each party is responsible for all actions and omissions of its Non-employees when Non-employees are performing for or acting on behalf of that party.
  - b) Company shall install the Distribution Plant (except the Owner-installed conduit) and the home run wiring. Owner shall install the cable home wiring and the conduit portions of the Distribution Plant. The unit distribution panels will be provided and installed as set forth in Exhibit B. The Distribution Plant and Inside Wiring must conform with the Scope of Work attached as Exhibit B to this Agreement. Exhibit B also sets forth the responsibilities of the parties with respect to installation of various components of the Distribution Plant and Inside Wiring. Company must obtain Owner's approval of the plans for the Distribution Plant and home run wiring prior to installation (and subsequently for any material modifications, replacements, or upgrades to the System prior to doing any work on same), including without limitation the size, location, and screening of all antennas or towers Company proposes to install at the Premises. Owner's approval of the plans for the Distribution Plant and home run wiring or any upgrades or modifications to the System may not be unreasonably withheld or delayed, except that Owner's approval of the installation of (and location of and screening for) any above-ground or surface-mounted facilities at the Premises is in Owner's reasonable discretion (including operational and aesthetic considerations). No approval by Owner waives or otherwise affects Company's representations, warranties, liabilities, indemnities, and other obligations to Owner under this

Agreement.

- c) All work to be completed by Company shall be done in a proper and workmanlike manner in accordance with Applicable Laws (as defined in Section 15(c)) and industry standards, unless otherwise provided in this Agreement. Company shall be responsible for all costs and expenses incurred by it in constructing, installing, maintaining, upgrading, and operating the Distribution Plant and the home run wiring, and maintaining, upgrading, and operating the cable home wiring (subject to Section 2(a)(4)). Company shall obtain and keep current all necessary permits, licenses, and approvals in connection with Company's construction, installation and operation of the Distribution Plant and home run wiring, the operation and maintenance of the cable home wiring, and the provision of Services.
- d) Company shall determine the location of all public and private utilities on the Premises, including, to the extent reasonably possible, any underground irrigation system, prior to commencing any digging, boring or trenching, in order to avoid disruption of or damage to any utility service to, or irrigation system at, the Premises. Owner shall reasonably cooperate and provide plans (if in Owner's possession) showing the location of any private utilities or irrigation systems.
- e) No later than thirty (30) days after the Effective Date (as defined in Section 8(a)) of this Agreement, each party shall give the other notice designating a project manager to coordinate in connection with the design and installation of the System. Company's project manager shall make reasonable efforts to attend (by phone or in person, at Owner's request) weekly construction meetings at the Premises. Company shall reasonably conform its schedule for the installation of the Distribution Plant, home run wiring, and the unit distribution panels to be installed by Company (as set forth in Exhibit B) to Owner's construction schedule for the improvements at the Premises. All communications between Owner and Company in connection with the design and installation of the System must be between their respective project managers.
- f) Except in the event of delay caused by Owner, its employees or contractors, Company shall complete the installation of the Distribution Plant and home run wiring and perform all necessary testing (utilizing live signal feeds) of the Distribution Plant and home run wiring to the extent necessary to provide all Services at the Premises at least thirty (30) days prior to the date Owner estimates it will receive a certificate of occupancy (or local equivalent) for each unit at the Premises, provided Owner has given Company at least thirty (30) days prior notice of the date for estimated service activation and such date is at least thirty (30) days after the Effective Date of this Agreement.
- g) The ownership of all parts of the Distribution Plant and ONUs installed by Company shall be and will remain the personal property of Company, subject to this Section 1(g), Section 13 and Applicable Laws. The ownership of all parts of the Owner-installed conduit, any conduit pathways housing the home run wiring, the unit distribution panels and the Inside Wiring, including any repairs, replacements, and upgrades thereto, shall be and will remain the property of Owner. Company, at its expense, shall maintain, operate, repair, upgrade, and replace the Distribution Plant, ONUs, and home run wiring. Except as required by Applicable Laws, at no time during the term hereof shall Owner or any third party have the right to use the Distribution Plant, ONUs and home run wiring or any portion thereof for any purpose. In the event Applicable Laws require the Company to permit Owner or a third party to use the Distribution Plant or ONUs or Owner to permit a third party to use the home run wiring: (i) Company shall not be required to operate, maintain or repair those portions of the Distribution Plant, ONUs or home run wiring used by Owner or a third party during any period of time the Distribution Plant, ONUs or home run wiring is used by another party, or indemnify Owner for the operation or maintenance of the Distribution Plant, ONUs or home run wiring (as applicable) for those portions of the Distribution Plant, ONUs or home run wiring used by Owner or a third party as set forth in Section 10 (except for claims arising from acts of Company, its employees, agents, and contractors); and (ii) Owner shall reimburse Company for any reasonable expenses incurred for Company's repair of those portions of the Distribution Plant, ONUs or home run wiring used by Owner or a third party to the extent such portions are damaged by Owner or a lawful third party user and are necessary for Company to provide the Services.

- h) Company shall promptly return the buildings and improvements on the Premises, as well as all surface and underground areas within the Premises, that have been altered or affected in any way by virtue of Company's construction, installation, maintenance, repair, replacement, upgrade, modification, or removal of the Distribution Plant and ONUs, Company's installation, maintenance, repair, replacement, upgrade, or modification of the home run wiring, or Company's maintenance or repair of the cable home wiring, to substantially the same state and condition that existed prior to the work, ordinary wear and tear excepted, including without limitation, any damage to the underground conduit, risers, raceways, or Inside Wiring at the Premises caused by Company's removal of the Distribution Plant and ONUs.
- i) Company may not cause, suffer, or permit any lien or claim of lien to attach to or encumber the Premises or any portion of the Premises as a result of or in connection with Company's performance of its obligations, or the exercise of any right or privilege of Company under this Agreement. If any lien is filed against the Premises by anyone claiming through Company, Company shall cause the lien to be removed or bonded around to Owner's reasonable satisfaction within twenty (20) days after demand by Owner.

2. Easement; Control of System; and As-Built Plan.

- a) Owner has the authority to grant and does hereby grant Company, subject to Applicable Laws:
  - 1) Owner hereby agrees to execute the form of easement attached hereto as Exhibit C ("Easement") granting a non-exclusive easement to enter on, in, over, under, across, and through necessary portions of the Premises and all improvements now or hereafter located on the Premises for the sole purpose of (i) constructing, installing, owning, operating, inspecting, maintaining, replacing, upgrading, and removing (subject to Section 13) the Distribution Plant capable of delivering the Services that are available in Company's franchise area where the Premises are located, (ii) installing, operating, inspecting, maintaining, upgrading, and replacing the home run wiring, and (iii) operating and maintaining the cable home wiring (subject to Section 2(a)(4)) at the Premises to enable residents of the Premises and Owner to receive the Services. The Easement shall be subject and subordinate to the terms of applicable leases and other covenants, conditions, restrictions, and encumbrances, known or unknown, and which may exist or come into existence during the term of this Agreement, provided, however, that future easements granted by Owner are subject to the Easement. Notwithstanding anything to the contrary in this section, with respect to subsequent covenants, conditions, restrictions, and encumbrances created in connection with any future financing or refinancing of the Premises and which may impair Company's contract rights or create additional contract obligations for Company, Owner agrees to present to Company and Company agrees to execute subordination agreements that contain reasonable and customary non-disturbance provisions and attornment provisions with respect to Company's contract rights and obligations.
  - 2) A non-exclusive license to use a reasonably secure, enclosed central communications room at the Premises or a mutually agreed upon outdoor location (the "Site Communications Room") and reasonably secure, enclosed communications rooms, riser closets, or space inside of, or on the outside of, buildings for cable lockboxes or pedestals, located throughout the Premises (the "Building Communications Rooms"), where Company's equipment may be constructed, installed, operated, maintained, or removed. Owner retains the right to access the Site Communications Room and the Building Communications Rooms and to grant non-exclusive access rights to use the Site Communications Room and the Building Communications Rooms to other service providers. Owner shall provide Company with either (a) access to the Site Communications Room and Building Communications Rooms, or (b) a lockbox accessible to Company for its exclusive use, which lockbox will contain one copy each of all keys needed by Company to obtain access to the Site Communications Room and each Building Communications Room. Company is responsible for the control of access to the lockbox and the keys to prevent unauthorized access to the lockbox or to the Site Communications Room and the Building Communications Rooms using the keys in the lockbox.

If any keys are lost, Owner will provide replacement keys at Company's cost, provided, however, Company shall not be required to pay for key replacement if the loss was the result of theft, vandalism, or other circumstances beyond Company's reasonable control. If any equipment Company plans to install in the Site Communications Room will require the installation of any HVAC equipment in excess of the HVAC equipment Owner intends to install in the Site Communications Room, Company is responsible for the costs of installation and operation of the excess HVAC equipment and will reimburse Owner for those excess costs within 30 days after demand by Owner from time to time, provided that Company and Owner have agreed in writing in advance to such costs and the necessity for such additional equipment. Owner will provide Company one outlet supplying normal utility-based power in the Site Communications Room. Owner shall provide a single duplex 120V-15 Amp AC outlet supplying normal utility-based power in each unit distribution panel. Owner is not responsible for power outages, interruptions, fluctuations, or surges, or damages to the System resulting therefrom.

- 3) The exclusive right to plan, construct, install, operate, maintain, replace, upgrade, and remove (subject to Section 13) the Distribution Plant on the Premises.
  - 4) The exclusive right to interconnect with the home run wiring and, at Company's expense, the exclusive right and obligation to use, inspect, maintain, upgrade, and replace the home run wiring and ONUs; and the non-exclusive right to interconnect with and use the unit distribution panels and cable home wiring on the Premises. Company is only obligated to repair, replace, and maintain the cable home wiring and unit distribution panels serving those units occupied by residents who, at that time, subscribe to one or more of Company's Services. Owner shall repair, maintain and replace all other portions of the cable home wiring and unit distribution panels.
  - 5) A non-exclusive lease of space in the trenches, risers, and raceways at the Premises for the installation of conduit for the Distribution Plant.
- b) Company shall provide Owner its "as-built" plan of all elements of the Distribution Plant and home run wiring installed by Company and located on the Premises (including in risers and raceways) promptly upon completion of installation thereof. Company shall update and revise the as-built plan promptly upon the making of any additions to, replacements of, or changes in the Distribution Plant and home run wiring from time to time and provide Owner with a copy of such updated as-built plan.
  - c) Upon completion of installation of the Distribution Plant, the easement and lease granted to Company under Section 2(a), as they relate to (1) the underground portions of the Distribution Plant will be automatically limited to a 10 foot wide strip centered on each of the various underground conduits installed as part of the Distribution Plant as shown on Company's as-built plan, and (2) the riser and raceway portions of the Distribution Plant will be automatically limited to the specific risers and raceways where the Distribution Plant is located as shown on Company's as-built plan.
  - d) The easement, license, lease, and other rights granted to Company in this Agreement run with the title to the Premises and are binding on Owner and on all subsequent owners of, as well as on others who may claim an interest in, the Premises. The easement, license, and the lease expire on the 60th day after Company is no longer providing Services to the Premises due to the expiration or any earlier termination of this Agreement, including any continuation period set forth in this Agreement.
  - e) Company shall pay the Payments (as defined in Exhibit D) to Owner in accordance with Exhibit D attached to this Agreement.

3. Access; Marketing.

- a) Owner grants Company the non-exclusive right to enter the Premises to market Video Services, Cable Internet Services, and Cable Telephony Services (subject to Section 3(e)) to residents, but Company may conduct marketing activities on the Premises only with the prior consent of Owner's on-site manager, which may not be unreasonably withheld or delayed (provided, however, that consent for door-to-door marketing shall be in Owner's sole and absolute discretion). Company's marketing and repair personnel who enter the Premises must carry picture identification. Owner shall allow Company to periodically host an event on the Premises, at Company's expense, to introduce Video Services, Cable Internet Services, and Cable Telephony Services to residents and prospective residents. The time, place, and content of all events hosted by Company are subject to reasonable approval by Owner's on-site property manager. Company may not leave door hangers at the Premises (except for those door hangers used to notify residents of missed appointments or other non-marketing information) without the prior written consent of Owner. Owner will not treat any competing services on a more favorable basis in terms of approved requests for door-to-door marketing or on-site marketing events granted other providers over Company's requests. In addition, Owner's leasing and office staff shall not take actions to position competing services as "preferred" services over Company's Services.
- b) Owner's only obligations related to marketing and offering Video Services, Cable Internet Services, and Cable Telephony Services are to deliver Company-supplied marketing materials for Video Services, Cable Internet Services, and Cable Telephony Services upon lease execution, provide an on-site location for the placement of Company's marketing materials for Video Services, Cable Internet Services, and Cable Telephony Services, provide current and prospective residents with information on how to call or otherwise contact Company to order Video Services, Cable Internet Services, and Cable Telephony Services and, at Company's request, provide current and prospective residents with information on how to order Video Services, Cable Internet Services, and Cable Telephony Services via online registration. Marketing materials may include, at Company's discretion, brochures, channel lineups, service descriptions, and information regarding prices and special offers for Video Services, Cable Internet Services, and Cable Telephony Services. Company shall provide all marketing materials at no cost to Owner. Owner is not authorized to, and will not, solicit orders for Services.
- c) Owner shall cooperate with Company, at no more than de minimis expense to Owner, to prevent (1) the unauthorized possession of converters or channel selectors and (2) the unauthorized reception of the Services.
- d) Company will be allowed access to a leased unit by Owner for service and installation calls only if an adult resident or resident's agent is present. Neither Owner nor its on-site property staff will accompany Company on its service or installation calls to leased units.
- e) Owner may enter into contracts with third parties ("Third Party Provider(s)") to, directly or indirectly, provide and market local and wireless telephone services, and intraLATA and interLATA long distance services ("Telephony Services"), low- and high-speed Internet access services ("Internet Services"), and multi-channel video services to Owner's residents and Owner. Notwithstanding the foregoing, Owner shall not enter into an arrangement with a Third Party Provider to provide multi-channel video services, Internet Services, or Telephony Services on a bulk basis to residents of the Premises; provided, however, that if Owner requests that Company provide Video Services, Cable Internet Services, and/or Cable Telephony Services to residents on a bulk basis, Company shall provide the requested bulk services at the lesser of (1) a twenty five percent (25%) discount off of the then current retail rate for the Service(s); (2) a nationally established bulk rate for the Service(s); or (3) as mutually agreed to by the parties.
  - 1) Owner will not market any of Company's Services, other than Video Services, Cable Internet Services, and Cable Telephony Services for the Premises.
  - 2) Owner shall have no liability to Company in a dispute between the Company and any Third Party Provider on the Premises regarding the provision of services to the Premises unless Owner breaches

its obligations under Sections 2(a)(3) or 2(a)(4).

3) Owner is permitted to place wireless access points to make WiFi services available to residents as an amenity and Owner may inform residents of the availability of such access points without being in violation of this Agreement. In the event such WiFi services cause interruptions or degradation of any or all of the Services or any portion thereof, the Owner shall cease making such WiFi service available until such interruption or degradation is resolved by the Owner. If Owner is marketing Company's Cable Internet Services on an exclusive basis, then, to the extent practical, Owner shall limit the coverage of WiFi services to common areas so that the WiFi service does not serve as a replacement for Company's Cable Internet Services for individual living units. Owner shall not connect such wireless access points to Company's Cable Internet Services without Company's express written consent.

4) The provisions of this Section 3(e) control over any inconsistent provisions in this Agreement.

f) Complimentary Services. Company shall provide the following complimentary services outlets at the Premises: two (2) Video Services outlets with Company's Digital Adapter Additional Outlet Video Services package (or its equivalent), each with a high-definition digital transport adapter and remote, to be used in common area locations at the Premises specified by Owner (the "Video Courtesy Outlets"), with any additional outlets or equipment to be billed to Owner at the then current residential retail rate, plus applicable taxes and fees. Owner acknowledges and agrees that it is prohibited by federal copyright law and Company's agreements with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming on the Video Courtesy Outlets or in the common areas of the Premises. Owner hereby covenants and agrees it will not order, purchase, receive or exhibit premium services or pay-per-view programming on the Video Courtesy Outlets or common areas of the Premises, or permit its residents, agents or employees to do so. If Owner engages, authorizes or permits any of the prohibited conduct described above, in addition to any other remedies available at equity or at law, Company may terminate the Video Courtesy Outlets until Owner demonstrates to Company's reasonable satisfaction that the offending activities have been remedied and that preventative measures are in place. Owner shall return any equipment provided by Company for use with the Video Courtesy Outlets within ten (10) days of the expiration or termination of this Agreement. Owner shall reimburse Company for Company's costs to replace any receivers or remotes issued to Owner that are lost, stolen, missing or damaged within thirty (30) days of receipt of an invoice from Company.

g) Upon request from Owner, Company shall provide and install a multi-channel digital terminal adapter ("MDTA") in the fitness center at the Premises. If Owner requests that Company provide and install the MDTA, Owner shall pay Company a one-time payment of \$4,900.00 for Company to install the MDTA. Company will deliver, via the MDTA, as a complimentary service, Company's MDTA Video Services package (or its equivalent) to up to 10 fitness equipment outlets designated by Owner at the Premises without the need for a converter or adapter to be connected to the outlets (the "MDTA Courtesy Outlets"). To facilitate the MDTA, Owner agrees to install dedicated wiring from the location where the MDTA will reside to each piece of fitness equipment. Owner shall provide Company with a reasonably secure space with electricity in the designated location where the MDTA will reside so that Company can connect the MDTA to the fitness equipment. The MDTA is and shall remain the personal property of Company and Company shall be responsible for maintenance, repair, and replacement of the MDTA. Company shall have the right to remove the MDTA upon the expiration or termination of this Agreement. Owner acknowledges and agrees that it is prohibited by federal copyright law and Company's agreements with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming on the MDTA Courtesy Outlets or in the common areas of the Premises. Owner hereby covenants and agrees it will not order, purchase, receive or exhibit premium services or pay-per-view programming on the MDTA Courtesy Outlets or common areas of the Premises, or permit its residents, agents or employees to do so. If Owner engages, authorizes or permits any of the prohibited conduct described above, in addition to any other remedies available at equity or at law, Company may terminate the MDTA Courtesy Outlets until Owner demonstrates to Company's reasonable satisfaction that the offending activities have been remedied and that preventative measures are in place.

4. Delivery of Services.

- a) The video, data, and voice signals provided to residents and Owner must be of high quality. The signal quality, technical standards, and general operations associated with the Services must be consistent with industry standards and must conform in all material respects to applicable Federal Communications Commission ("FCC"), National Cable & Telecommunications Association ("NCTA"), Applicable Laws, and other industry specifications and requirements in effect from time to time. The obligations of this Section 4(a) are conditioned upon Owner installing the cable home wiring in conformity with Exhibit B attached to this Agreement.
- b) Company shall maintain, replace, and upgrade the Distribution Plant and home run wiring consistent with Company's maintenance, replacements, and upgrades in the Company's franchise area where the Premises is located.
- c) The Services and Company's rates therefor must at all times be consistent with Company's retail residential services and Company's then current retail rates offered to single-family residential customers in Company's franchise area.
- d) Video Services to be provided by Company may be modified from time to time by Company at Company's discretion subject to the foregoing provisions of this Section 4.
- e) Company shall indemnify, defend, and hold harmless Owner and its partners and property management company and their respective members, officers, directors, owners, employees, and agents, from any claim, action, or other proceeding alleging that the Services directly provided by Company violate any patent, copyright, or trade secret rights of any third party in the United States. Company shall pay all damages, fees, losses, liabilities, costs, and expenses, including reasonable legal fees, in any action or the final settlement or other final disposition of any such claim, action, or proceeding, as the case may be. Company shall use commercially reasonable efforts to deliver uninterrupted Services of substantially similar quality and quantity to the Premises notwithstanding the assertion of any claim.

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 Company and individual residents. Except where Company has the right under Applicable Laws to provide any or all of the Services to the Premises after the termination or expiration of this Agreement, Company shall not execute any subscriber agreement that permits Company to provide Services at the Premises beyond the term of this Agreement, and Company's obligation to provide the Services under existing subscriber agreements terminates on the day Company ceases providing the Services to the Premises and all other rights and obligations thereunder survive such termination. Owner assumes no liability or responsibility for service charges contracted for by residents, and Company's sole recourse is against the residents. All billing and collections from residents will be accomplished by Company. Company's bills to residents who are subscribers must be prompt and accurate.

6. Customer Service.

- a) Company shall maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, seven days a week, including holidays. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company shall conform to applicable industry, FCC, and NCTA standards for telephone availability and service responses.
- b) In addition, Company shall: (1) make commercially reasonable efforts to respond to all Minor Service Problems within 24 hours and cure Minor Service problems within 48 hours after receipt of the request or complaint, unless the affected resident requests an appointment outside the cure period; and (2) respond to and make commercially reasonable efforts to cure all Outages within 12 hours after receipt of the request or complaint. The term "Minor Service Problem" means a service problem (other than an Outage) that affects one or more

individual units and is not caused by equipment belonging to the resident. The term "Outage" means a service problem that affects ten percent (10%) or more units at the Premises with a total loss of Video Services, Cable Internet Services, or Cable Telephony Services. System maintenance activities scheduled and announced to Owner and residents at least 48 hours in advance are excluded from the cure times for Minor Service Problems and Outages.

- c) Individual installations of the Services must be completed in accordance with Company's franchise and FCC regulations, unless the resident requests a longer installation period.
- d) The time periods specified in this Section 6 are not subject to extension under Section 15(a), except for acts of God, damage to the System caused by Owner, Owner's agents, employees, contractors at the Premises or other service providers, or damage to the System, or interference with Company's Services caused by other service providers.

7. Interference. Neither Owner nor anyone operating on its behalf will tap or otherwise interfere with the Distribution Plant, ONUs, or home run wiring for any purposes. Notwithstanding anything else in this Agreement to the contrary, 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 Company's delivery of the Services, Company may discontinue service to the Premises (in the event of interference caused by Owner's facilities at the Premises) or units identified as a potential source of interference until such non-conformance is cured by the applicable resident(s) or Owner, provided that Company must use commercially reasonable efforts to identify the source of the interference prior to such discontinuation and must notify Owner of same.

8. Term and Termination Rights.

- a) This Agreement, when duly executed by both parties (the "Effective Date"), shall constitute a binding agreement between Owner and Company and their respective successors and assigns until February 15, 2027 (ten (10) years from the estimated certificate of occupancy date), subject to earlier termination as specified in this Agreement. This Agreement automatically renews on a month-to-month basis unless either party provides the other with a minimum thirty (30) days' notice of its intention not to renew at the end of the then current term.
- b) In addition to any other Owner termination rights under this Agreement, Owner may terminate this Agreement in the event of sale of the Premises where such purchaser refuses assignment of this Agreement by giving Company at least sixty (60) days' notice of its intent to terminate under this Section 8 and paying to Company a "Termination Fee", computed in accordance with the following Termination Fee schedule, for the applicable Agreement Year.



## TERMINATION FEE SCHEDULE

<u>Agreement Year</u>	<u>Termination Fee per Unit</u>
1	\$780
2	\$702
3	\$624
4	\$546
5	\$468
6	\$390
7	\$312
8	\$234
9	\$156
10	\$ 78
11 and thereafter	\$ 0

The term "Agreement Year" means each twelve (12) calendar month period beginning on the Effective Date. The Termination Fee for each Agreement Year reduces on a pro rata basis at the end of each calendar month during the Agreement Year.

9. Insurance. Company shall comply with the insurance requirements set forth on attached Exhibit E at all times during the term of this Agreement. Owner shall purchase and maintain during the term of this Agreement insurance related to the Premises in accordance with Owner's usual policies and practices in effect from time to time. Owner is not required to insure the Distribution Plant.
  
10. Indemnification.
  - a) By Company. Except to the extent caused by the negligence or willful misconduct of Owner, its employees or agents, Company shall indemnify, defend and hold harmless Owner and its partners and property management company and their respective members, officers, directors, owners, employees, and agents, from any and all claims, damage or expense arising out of the actions or omissions of Company, its agents and employees with respect to the installation, operation, maintenance or removal of the Distribution Plant and ONUs, the installation, operation, and maintenance of the home run wiring, the operation and maintenance of the cable home wiring, the Services provided to residents at the Premises pursuant to this Agreement, or a default under this Agreement.
  - b) By Owner. Except to the extent caused by the negligence or willful misconduct of Company, its employees or agents, or any other person with whom Company contracts for the provision of Services under this Agreement, Owner shall indemnify, defend and hold harmless Company and its partners and their respective members, officers, directors, owners, employees, and agents, from any and all claims, damage or expense arising out of the negligent actions or omissions of Owner, its agents and employees in connection with its ownership of the Premises, or a default by Owner under this Agreement.
  - c) This Section does not supersede Company's obligation to indemnify Owner under Section 4(e).
  
11. Limitation of Liability. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT RELATED TO THIRD PARTY CLAIMS, NEITHER COMPANY NOR OWNER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROVIDED THAT OWNER IS THE FEE OWNER OF THE PREMISES, THE LIABILITY OF OWNER FOR ANY DEFAULT BY OWNER UNDER THIS AGREEMENT IS LIMITED TO

THE INTEREST OF OWNER IN THE PREMISES. OWNER HAS NO PERSONAL LIABILITY FOR ANY AMOUNTS PAYABLE OR OBLIGATIONS PERFORMABLE BY OWNER UNDER THIS AGREEMENT. OWNER REPRESENTS THAT IT IS THE FEE OWNER OF THE PREMISES, SUBJECT TO EXISTING ENCUMBRANCES OF RECORD.

12. Termination.

a) Default. An Event of Default exists under this Agreement upon the occurrence of any of the following events:

- 1) If Owner or Company does not perform any of the material terms of this Agreement, other than a default by Company under Section 6, 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, commence curing the default within such thirty (30) day period and diligently pursue such cure to completion, but in any event within sixty (60) days after receiving the default notice.
- 2) If Owner or Company becomes a debtor in a bankruptcy proceeding or similar action that is not permanently dismissed or discharged within sixty (60) days (for voluntary proceedings) or one hundred twenty (120) days (for involuntary proceedings).
- 3) If Owner or Company becomes insolvent.
- 4) If Company defaults in the performance of any of its obligations under Section 6 more than 5% of the time during any calendar quarter, for any reason other than: (i) acts of God, (ii) damage to the System caused by Owner, Owner's agents, employees, or contractors at the Premises, or (iii) damage to the System or interference with Company's Services caused by other service providers at the Premises.

b) Remedies. If an Event of Default by either party occurs, the non-defaulting party may do any or all of the following:

- 1) Terminate this Agreement without fee or penalty by giving thirty (30) days' prior notice to the party in default.
- 2) Bring an action against the party in default for actual damages.
- 3) Seek any other available legal or equitable remedy.

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

13. Removal of Distribution Plant.

a) If the Premises are located in a state that has Applicable Laws in effect requiring Owner to grant Company access to the Premises to provide any or all of the Services (a "Mandatory Access State"), then upon expiration or any earlier termination of this Agreement: (i) Owner will permit Company to provide those Services to the extent required by Applicable Laws; (ii) Company retains ownership of the Distribution Plant; and (iii) except as set forth below, Company retains ownership of the ONUs.

Except to the extent prohibited by Applicable Laws, at any time after the expiration or any early termination of this Agreement, Owner may require Company to remove the ONUs. Owner shall provide Company with written

notice, after which Company shall have 120 days to remove the ONUs ("ONU Removal Period"). Owner will reasonably cooperate with Company to facilitate Company's removal of the ONUs within the ONU Removal Period. Unless Company elects in writing to abandon the ONUs after receipt of Owner's notice, the parties will agree upon a ninety (90) day removal schedule within thirty (30) days of Owner's notice. Owner's personnel will accompany Company personnel or Non-employees to provide access to units to allow Company to remove the ONU, unless access is provided by the unit resident. Upon expiration of the ONU Removal Period, except where Company was denied access to a unit to remove an ONU, ownership of any ONUs not removed from the Premises transfers to Owner free and clear of all liens, claims, and encumbrances without any payment by Owner. Owner shall not permit any person to connect to or disturb the ONUs unless and until ownership has transferred to Owner.

- b) If the Premises are not located in a Mandatory Access State, then upon the expiration or earlier termination of this Agreement, Company has a period of sixty (60) days following the later of (a) the termination or expiration of this Agreement or (b) the last date Company continues to provide Services under Section 15(k), to remove the ONUs and all or any electronic equipment installed by Company that is part of the Distribution Plant located above ground or underground (the "Removable Equipment"), specifically excluding any conduit pathways housing the home run wiring, and all conduit and cables on the Premises that are part of the Distribution Plant (collectively, the "Non-Removables") except as set forth below.

- 1) Owner may purchase the Non-Removables in accordance with the following procedures:

- i) At least thirty (30) days, but not more than ninety (90) days, prior to the expiration or termination date of this Agreement, Company shall provide Owner with notice stating whether Company intends to remove the Non-Removables, and, if so, the notice must include the fair market value of the Non-Removables or other such amount as mutually agreed to by the parties.
- ii) If Owner intends to purchase the Non-Removables, then, within fifteen (15) days after Owner's receipt of notice from Company, Owner must provide Company notice of Owner's intention to purchase the Non-Removables.
- iii) Effective upon Company's receipt of payment from Owner, ownership of the Non-Removables transfers to Owner free and clear of all liens, claims, and encumbrances, subject to Company's non-exclusive right to use the Non-Removables during the transition period described in Section 15(k).

- 2) If Owner elects not to purchase the Non-Removables, Company may remove the Non-Removables. Any portion of the Non-Removables not removed from the Premises within sixty (60) days following the later of (a) the termination or expiration of this Agreement or (b) the last date Company continues to provide Services under Section 15(k) automatically becomes the property of Owner free and clear of all liens, claims, and encumbrances without any payment by Owner.

- c) If the Premises are not located in a Mandatory Access State and Owner elects to terminate this Agreement pursuant to Section 8(b), then Owner takes title to the Non-Removables immediately upon payment of the Termination Fee to Company, except for any equipment provided directly to residents by Company for use with the Services.
- d) Owner owns the Inside Wiring, unit distribution panels, any conduit pathways housing the home run wiring, and any conduit installed by Owner at the Premises, and all repairs, replacements, and upgrades to the preceding items.
- e) Within thirty (30) days after request by Owner, Company shall execute and deliver to Owner a bill of sale evidencing the transfer of all parts of the Non-Removables to which Owner acquires title under this Section 13.

- f) This Agreement supersedes any disposition procedures related to distribution wiring, cable home wiring, and home run wiring adopted by the FCC now or in the future.

14. Dispute Resolution. All disputes under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with 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, all of whom must 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 and Applicable Laws, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party, all costs and expenses of the arbitration, including, without limitation, reasonable attorneys' fees and arbitration costs.

15. Miscellaneous.

- a) Force Majeure. Company will not be liable for failure to construct or continue to operate the Distribution Plant, ONUs, or home run wiring, or for any delay or failure of performance, during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company other than the home run wiring which is under the exclusive control of 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 Company. Owner will not be liable for a failure of performance for circumstances beyond the reasonable control of Owner. If the Services are interrupted (resulting in a total loss of any of the Services to all units in one or more buildings) by any cause covered by this Section 15(a), except to the extent caused by the acts or omissions of Owner, its employees, contractors or other service providers on the Premises, and Company is unable to restore all of the Services to the Premises within thirty (30) days after the interruption, then either party may terminate this Agreement (without payment of any Termination Fee for a termination by Owner), in which case neither party has any future liability to the other except for those provisions of this Agreement that expressly survive the termination.
- b) Assignability; Binding Effect. This Agreement may be assigned by either party. Company may assign its interest in this Agreement without Owner's prior consent only to a solvent parent, subsidiary, or affiliate of Company or to a solvent entity that (1) purchases all or substantially all of Company's assets, which affiliate or entity must possess the appropriate skills to perform Company's obligations under this Agreement, (2) has been granted a franchise by the Franchise Authority or other authorized government authority and provides multi-channel video services to at least 10,000 subscribers on a national basis, and (3) agrees in writing to be bound by all the terms and conditions hereof. In the event Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms, unless the Agreement is terminated pursuant to Section 8(b). Owner will have no liability for any obligations arising under this Agreement after any sale, conveyance, assignment or transfer, provided the purchaser, assignee, or transferee assumes Owner's obligations hereunder in writing. The assigning party shall notify the other party of any assignment within thirty (30) days after the assignment. 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 all applicable local, state, and federal laws, rules, regulations, ordinances, and codes, and future modifications thereto (collectively "Applicable Laws"), 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.** Company may record the Grant of Easement attached hereto as **Exhibit C** in the public records of the county in which the Premises are located. Company shall execute and deliver to Owner a recordable release of the Grant of Easement and its rights under this Agreement within seventy (70) days after the later of (1) the termination or expiration of this Agreement or (2) the last date Company continues to provide Video Services under **Section 13(a)**.
- f) **Notice.** All notices, demands, requests, approvals, or other communications required or permitted hereunder must be in writing and, unless personal delivery is effected earlier, will be deemed delivered:
- 1) three (3) business days after deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, on a business day; or
  - 2) one (1) business day after delivery to any nationally-recognized overnight delivery service on a business day for prepaid delivery on the next business day;

in each case addressed as follows:

To Company: Comcast of Houston, LLC  
8590 West Tidwell  
Houston, TX 77040  
Attention: MDU Director  
Telephone: 713.895.2522

With a copy to: Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attention: General Counsel  
Telephone: 215.286.3345

If to Owner: TDC Tanglewood Real Estate Owner, L.L.C.  
c/o: Transwestern  
5001 Spring Valley Road, Suite 400W  
Dallas, TX 75244  
Attention: Brandon Allen  
Telephone: 972.774.2500

With copies to: TDC Tanglewood Real Estate Owner, L.L.C.  
c/o: Transwestern  
5001 Spring Valley Road, Suite 400W  
Dallas, TX 75244  
Attention: Mark Culwell  
Telephone: 972.774.2500

Davis Craig & Taylor, PLLC  
3100 McKinnon Street, Suite 1125  
Dallas, TX 75201  
Attention: Ian Davis  
Telephone: 817.614.9211

Either party may designate a different place or places for notice by delivering notice to the other party in accordance with this Section. The term "business day" means any weekday that is not a holiday under the laws of the state where the Premises is located.

- g) Entire Agreement; Waiver; Amendments. This Agreement, including Exhibits A - E, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to the subject matter hereof. No failure or delay by a party to exercise any right it may have by reason of the default of the other party operates as a waiver of default and any waiver is effective only if in writing. A party's specific waiver is not a waiver by that party of any earlier, concurrent, or later breach or default. 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.
- i) No Joint Venture. The relationship of Owner and Company is that of independent contractors and neither Owner nor Company, nor their agents or employees, will be deemed to be the employees or agents of the other; nor may Owner or Company bind the other, transact any business in the other's name, or in its behalf, in any manner or form, make any promise or representation, or incur any liability, direct or indirect, contingent or fixed, for or on behalf of the other. Residents are not agents of Owner for any purpose.
- j) Rules and Regulations. Company shall comply with all generally applicable security rules and regulations with respect to the Premises or the management thereof as may be established from time to time by Owner or its duly authorized agent and provided to Company in writing.
- k) Cooperation on Transfer of Services. Except to the extent the Company continues to provide the Services under Section 13(a), upon the expiration or any earlier termination of this Agreement, Company shall reasonably cooperate with Owner to provide the Services to residents during the transition to a new provider.
- l) Casualty. If a casualty to the Premises occurs, whether by fire or other means, and renders one or more units uninhabitable, and Owner elects to restore the damage to the Premises, then Company shall promptly repair or replace any parts of the Distribution Plant and ONUs that were damaged as a result of the casualty. Company shall coordinate its repair and replacement with Owner's repair and restoration. If the casualty affects one or more units at the Premises and Owner elects not to repair the damaged units, Owner may terminate this Agreement to the extent of any units taken out of service by Owner without any payment by Owner. If a casualty occurs and Owner ceases operating the Premises or any substantial part of it, Owner may terminate this Agreement in its entirety without any payment by Owner. Upon any termination by Owner under this Agreement, Owner and Company have no future rights, liabilities, or obligations with respect to the units taken out of service (for a partial termination) or the Premises (for a full termination) except for those provisions of this Agreement that expressly survive the termination.
- m) Use and Protection of Proprietary Names. Neither party may use the proprietary names of the other except as specifically provided in writing by the owner of the names; provided, however, that Owner may state in its marketing materials that Company provides Services to the Premises.
- n) Expenses. Whenever a party is required to perform an obligation or take any action under this Agreement, the party is required to do so at its own expense except to the extent specified to the contrary in this Agreement.
- o) Rule of Construction. Owner and Company and each of their respective counsel have reviewed and approved this Agreement. Accordingly, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not be applied in the interpretation of this Agreement or any of the Exhibits hereto and this Agreement is deemed to have been prepared jointly by the parties.

- p) Survival. The following Sections survive the expiration or earlier termination of this Agreement: 1(h); 1(i); 3(c); 4(e); 10; 11; 13; 14; 15(a); 15(c); 15(e)-(g); 15(k); 15(n)-(p); and 15(r).
- q) Exhibits. All Exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- r) Multiple Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same agreement. This Agreement may be executed by facsimile, and a facsimile signature will be treated like an original signature.

[Signature Page to Follow]

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

**OWNER:**

TDC Tanglewood Real Estate Owner, L.L.C.,  
a Delaware limited liability company

By: 

Name: Mark Culwell

Title: Managing Director, Multifamily Development

Date: 6.24.14

**COMPANY:**

Comcast of Houston, LLC

By: 

Name: Ralph Martinez

Title: Regional Senior Vice President

Date: 7-16-16



**EXHIBIT A**

**TO SERVICES AGREEMENT**

**Legal Description**

Being a 3.0758 acre (133,981 calculated square foot) tract of land located in the John D. Taylor Survey, Abstract No. 72, Harris County, Texas, being out of a called 4.9742 acres described to Fairfield Woodway Square LLC, as recorded in Harris County Clerk's File Number 20130026375 and being out of Tract B (unrestricted) of San Felipe Square as recorded in Volume 122, Page 6 of the Map Records of Harris County (H.C.M.R.), Texas and being more particularly described by metes and bounds as follows (bearings based on said plat of San Felipe Square);

COMMENCING at a 5/8-inch iron rod (found) in the north right-of-way line of Wood Hollow Drive (60 feet wide per Volume 122, Page 6, H.C.M.R.) at the most westerly cut-back corner of the intersection of said north right-of-way line of Wood Hollow Drive and the west right-of-way line of Winrock Boulevard (80 feet wide per Volume 122, Page 6, H.C.M.R.) and being a southeast corner of a called 3.859 acre tract of land conveyed to DeGeorge Properties II, LLC as described in a General Warranty Deed recorded under Harris County Clerk's file number 20080601711;

THENCE, S 72°35'00" W, along said north right-of-way line a distance of 313.55 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the left;

THENCE, along the northwest right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 72°00'00", an arc distance of 125.66 feet and a chord bearing and distance of S 36°35'00" W - 117.56 feet to a 5/8-inch iron rod w/ cap stamped "AGS" (found) for the point of tangency;

THENCE, along said westerly right-of-way line of Wood Hollow Drive, S 00°35'00" W, a distance of 296.44 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the left;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 45°44'56", an arc distance of 79.85 feet and a chord bearing and distance of S 22°17'28" E - 77.74 feet to an "x" cut in concrete (set) for the POINT OF BEGINNING of the herein described tract and the most northerly corner of the herein described tract and being the point of curvature of a curve to the left;

THENCE, continuing along said right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 44°15'04", an arc distance of 77.23 feet and a chord bearing and distance of S 67°17'28" E - 75.33 feet, to a 5/8-inch iron rod (found) for the point of tangency of said curve;

THENCE, along a southerly right-of-way line of Wood Hollow Drive, S 89°25'00" E, a distance of 16.09 feet to a 5/8-inch iron rod w/ cap stamped "SAM LLC" (set) for a curve to the right, from which a 5/8-inch iron rod (found) bears N 68°58' W, a distance of 0.35 feet;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 40.00 feet, a central angle of 90°00'00", an arc distance of 62.83 feet and a chord bearing and distance of S 44°25'00" E - 56.57 feet, to a 5/8-inch iron rod (found) for the point of tangency;

THENCE, along the westerly right-of-way line of Wood Hollow Drive, S 00°35'00" W, a distance of 235.00 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the right;

THENCE, along the southwesterly right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 40.00 feet, a central angle of 90°00'00", an arc distance of 62.83 feet and a chord bearing and distance of S 45°35'00" W - 56.57 feet to a 5/8-inch iron rod (found) for the point of tangency;

THENCE, along a northerly right-of-way line of Wood Hollow Drive, N 89°25'00" W a distance of 54.60 feet to an "x" cut in concrete (found) for the point of curvature of a curve to the left;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 90°00'00", an arc distance of 157.08 feet and a chord bearing and distance of S

45°35'00" W – 141.42 feet to a 5/8-inch iron rod w/ cap stamped "CARTER BURGESS" (found) for the northeast corner of San Felipe Square Replat No 1, as recorded under Film Code 599170 of the Harris County Map Records and the southeast corner of the herein described tract;

THENCE, along the north boundary line of San Felipe Square Replat No 1 and the south boundary line of this tract, S 89°50'20" W, a distance of 151.60 feet to a 5/8-inch iron rod w/ cap stamped "SAM L.L.C" (set) in the west boundary line of said San Felipe Square and the east boundary line of Glencrest Office Park Number 1, as recorded in Volume 188, Page 83 of the Harris County Map Records, same being the northwest corner of said San Felipe Square Replat No 1 and the southwest corner of the herein described tract;

THENCE, along the east boundary line of said Glencrest Office Park Number 1 and the Remainder of a called 8.4486 acre tract conveyed to BPAC TEXAS, LP by Warranty Deed recorded under Harris County Clerk's File No. T889101, the west boundary line of San Felipe Square and of this tract, N 00°10'00" W, a distance of 445.38 feet to a mag nail w/shiner (set) for the northwest corner of the herein described tract;

THENCE, over and across said Tract B of San Felipe Square, S 89°26'08" E, a distance of 226.26 feet to the POINT OF BEGINNING and containing 3.0758 acres of land.

## **EXHIBIT B**

### **TO SERVICES AGREEMENT**

#### **SCOPE OF WORK**

**1. General Installation Specifications.**

- a) Except as otherwise specified below, all wiring and on-site work after the Effective Date of this Agreement will comply with National Electric Code, Underwriters Laboratories standards, ANSI/TIA/EIA 570-B, entitled "Residential Telecommunications Cabling Standard", and other ANSI/TIA/EIA telecommunications standards, and any then-current amendments or addenda thereto, and Applicable Laws.
- b) All on-site work after the Effective Date of this Agreement must be in accordance with Owner's low voltage plans and specifications.
- c) All coaxial wiring installed after the Effective Date of this Agreement must utilize tri-shield RG-6 or better. All wiring shall be appropriately rated cabling, including riser rated and plenum rated in spaces where required by local, state, or national code.
- d) All underground low voltage wiring or fiber installed after the Effective Date of this Agreement must be housed in conduit.
- e) All wiring will have appropriate separation from sources of electromagnetic interference, such as lights, electric sub-meters, and power cables.

**2. Owner Wiring Responsibilities.**

- a) Owner shall perform trenching and install the conduit portions of the Distribution Plant according to the plans mutually agreed to by Company and Owner.
- b) Owner shall install the cable home wiring and an electric outlet within or near each unit distribution panel at its expense.
- c) Owner, at its expense, shall provide and install 42" unit distribution panels for one-half of the residential units (123 units) at the Premises. The parties agree that, when Company is serving a subscriber in a unit, Company is entitled to use on a contiguous basis one-half of the total interior area of the space available inside the unit distribution panel.

**3. Company Wiring Responsibilities.**

- a) Company, at its expense, shall install the fiber home run wiring encased in microduct and the Distribution Plant (except any Owner-installed conduit) including, but not limited to, any necessary conduit, trenching, grounding, pull boxes, distribution cables, amplifiers, lock boxes, cross-connect facilities, including the main and intermediate fiber distribution cabinets, equipment, fireslopping, and appurtenant devices.
- b) Company must enter the Premises from a single point of entry that runs to the Site Communications Room, and then proceeds in a star topology to each Building Communications Room.
- c) Company, at its expense, shall provide and install 42" unit distribution panels for one-half of the residential units (123 units) at the Premises. Owner may elect in its sole discretion to install the Company-provided unit distribution panels; if Owner so elects, Company will provide the unit distribution panels within thirty (30) days' of Owner's request.

- d) Company shall test the Distribution Plant and the home run wiring to confirm that they possess sufficient capacity to provide a minimum of 0 dB level signal at each wall plate outlet over the spectrum for analog signals and that any digital signals comply with Company's manufacturer specifications.
- e) Company is responsible for all fire-stopping, smoke seals, and/or assemblies affected by the installation of the Distribution Plant and home run wiring. No flammable materials will be used to line a chase or hole. All fire-stopping materials will meet applicable guidelines, standards, codes, rules, and regulations.
- f) Company shall perform all cross-connections in the Site Communications Room and Building Communications Rooms. Company shall also trim and terminate the home run wiring in each Building Communications Location and in each residential unit's low voltage unit distribution panel.
- g) During construction of the Premises, Company will install an ONU in the residential unit's low voltage unit distribution panel to connect to the cable home wiring installed in the unit.

# **INSTALLATION RESPONSIBILITY MATRIX**

<b>Distribution Plant</b>								
	Trenching	Conduit	Pull Boxes	Pull Strings	Cabling	Term/Testing	Electronics	Cross Connects (all)
<b>Owner</b>	X	X	X	X				
<b>Company</b>					X	X	X	X
<b>Site Communications Room (SCR) and Head-end</b>								
	Secure Room	Conduit in to SCR	Electric	HVAC	Grounding Equipment	Attachment to Ground	Electronics	Cross Connects (all)
<b>Owner</b>	X	X	(One Duplex)	X	X			
<b>Company</b>						X	X	X
<b>Building Communications Rooms (BCRs)</b>								
	Secure Room	Conduit in to BCRs	Electric	Ventilation	Grounding Equipment	Attachment to Ground	Electronics	Cross Connects (all)
<b>Owner</b>	X	X	N/A	N/A	X			
<b>Company</b>						X	X	X
<b>Inside Wiring</b>								
	Fiber Home Run Wiring Encased in Microduct	Coaxial Cable Home Wiring	Tone/Tag/Trim	Termination/Testing	ONUs	Unit Distribution Panels	F-Connectors	Outlets & Faceplates
<b>Owner</b>		X		X cable home wiring		X (for 123 units)	X	X
<b>Company</b>	X		X	X home run wiring	X	X (for 123 units)		

## **EXHIBIT C**

### **TO SERVICES AGREEMENT**

#### **GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated this day June 15, 2016, by and between Comcast of Houston, LLC, its successors and assigns, hereinafter referred to as "Grantee," and TDC Tanglewood Real Estate Owner, L.L.C., a Delaware limited liability company, hereinafter referred to as "Grantor."

Grantor and Grantee are parties to a Services Agreement dated June 15, 2016 (the "Agreement"), pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, in accordance with and subject to the terms and conditions of the Agreement, a limited term 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 "Distribution Plant") 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 Houston, Texas, described as follows:

#### **LEGAL DESCRIPTION:**

(See Attached Exhibit 1)

Except as provided in the Agreement, Grantor(s) agree for themselves and their heirs and assigns that the Distribution Plant on the Premises shall be and remain the personal property of Grantee and may not be altered, obstructed or removed without the express written consent of Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution Plant and shall have free access to said Distribution Plant and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of Grantor, 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 and all affected improvements to as near the same condition as it was prior to such excavation as is practical.

Notwithstanding anything to the contrary herein, the Easement terminates sixty (60) days after Grantee is no longer providing the Services on the Premises due to the expiration or any earlier termination of the Agreement, including any continuation period required under the Agreement. Grantee shall execute and deliver to Grantor a recordable release of this Easement within ten (10) days after the expiration of such sixty (60) day period. This obligation survives the expiration or any termination of the Agreement.

If there is a conflict between the provisions of the Agreement and the provisions of this Easement, the Agreement controls. Nothing in this Easement modifies in any way the terms of the Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

TDC Tanglewood Real Estate Owner, L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Mark Culwell

Title: Managing Director, Multifamily Development

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ 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.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary

My Commission expires: \_\_\_\_\_

**Comcast of Houston, LLC**

**Name:** Ralph Martinez

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Witness my hand and official seal.**

**My Commission expires:** \_\_\_\_\_



Exhibit 1

TO GRANT OF EASEMENT

Legal Description

Being a 3.0758 acre (133,981 calculated square foot) tract of land located in the John D. Taylor Survey, Abstract No. 72, Harris County, Texas, being out of a called 4.9742 acres described to Fairfield Woodway Square LLC, as recorded in Harris County Clerk's File Number 20130026375 and being out of Tract B (unrestricted) of San Felipe Square as recorded in Volume 122, Page 6 of the Map Records of Harris County (H.C.M.R.), Texas and being more particularly described by metes and bounds as follows (bearings based on said plat of San Felipe Square);

COMMENCING at a 5/8-inch iron rod (found) in the north right-of-way line of Wood Hollow Drive (60 feet wide per Volume 122, Page 6, H.C.M.R.) at the most westerly cut-back corner of the intersection of said north right-of-way line of Wood Hollow Drive and the west right-of-way line of Winrock Boulevard (80 feet wide per Volume 122, Page 6, H.C.M.R.) and being a southeast corner of a called 3.859 acre tract of land conveyed to DeGeorge Properties II, LLC as described in a General Warranty Deed recorded under Harris County Clerk's file number 20080601711;

THENCE, S 72°35'00" W, along said north right-of-way line a distance of 313.55 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the left;

THENCE, along the northwest right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 72°00'00", an arc distance of 125.66 feet and a chord bearing and distance of S 36°35'00" W - 117.56 feet to a 5/8-inch iron rod w/ cap stamped "AGS" (found) for the point of tangency;

THENCE, along said westerly right-of-way line of Wood Hollow Drive, S 00°35'00" W, a distance of 296.44 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the left;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 45°44'56", an arc distance of 79.85 feet and a chord bearing and distance of S 22°17'28" E - 77.74 feet to an "x" cut in concrete (set) for the POINT OF BEGINNING of the herein described tract and the most northerly corner of the herein described tract and being the point of curvature of a curve to the left;

THENCE, continuing along said right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 44°15'04", an arc distance of 77.23 feet and a chord bearing and distance of S 67°17'28" E - 75.33 feet, to a 5/8-inch iron rod (found) for the point of tangency of said curve;

THENCE, along a southerly right-of-way line of Wood Hollow Drive, S 89°25'00" E, a distance of 16.09 feet to a 5/8-inch iron rod w/ cap stamped "SAM LLC" (set) for a curve to the right, from which a 5/8-inch iron rod (found) bears N 68°58' W, a distance of 0.35 feet;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 40.00 feet, a central angle of 90°00'00", an arc distance of 62.83 feet and a chord bearing and distance of S 44°25'00" E - 56.57 feet, to a 5/8-inch iron rod (found) for the point of tangency;

THENCE, along the westerly right-of-way line of Wood Hollow Drive, S 00°35'00" W, a distance of 235.00 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the right;

THENCE, along the southwesterly right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 40.00 feet, a central angle of 90°00'00", an arc distance of 62.83 feet and a chord bearing and distance of S 45°35'00" W - 56.57 feet to a 5/8-inch iron rod (found) for the point of tangency;

THENCE, along a northerly right-of-way line of Wood Hollow Drive, N 89°25'00" W a distance of 54.60 feet to an "x" cut in concrete (found) for the point of curvature of a curve to the left;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 90°00'00", an arc distance of 157.08 feet and a chord bearing and distance of S

45°35'00" W - 141.42 feet to a 5/8-inch iron rod w/ cap stamped "CARTER BURGESS" (found) for the northeast corner of San Felipe Square Replat No 1, as recorded under Film Code 599170 of the Harris County Map Records and the southeast corner of the herein described tract;

THENCE, along the north boundary line of San Felipe Square Replat No 1 and the south boundary line of this tract, S 89°50'20" W, a distance of 151.60 feet to a 5/8-inch iron rod w/ cap stamped "SAM LLC" (set) in the west boundary line of said San Felipe Square and the east boundary line of Glencrest Office Park Number 1, as recorded in Volume 188, Page 83 of the Harris County Map Records, same being the northwest corner of said San Felipe Square Replat No 1 and the southwest corner of the herein described tract;

THENCE, along the east boundary line of said Glencrest Office Park Number 1 and the Remainder of a called 8.4486 acre tract conveyed to BPAC TEXAS, LP by Warranty Deed recorded under Harris County Clerk's File No. T889101, the west boundary line of San Felipe Square and of this tract, N 00°10'00" W, a distance of 445.38 feet to a mag nail w/shiner (set) for the northwest corner of the herein described tract;

THENCE, over and across said Tract B of San Felipe Square, S 89°26'08" E, a distance of 226.26 feet to the POINT OF BEGINNING and containing 3.0758 acres of land.

## **EXHIBIT D**

### **TO SERVICES AGREEMENT**

#### **PAYMENTS**

Company shall pay Payments to Owner during the term of this Agreement in accordance with this **Exhibit D**.

1. **Definitions.**

- a) **Video Services Revenue.** The term "Video Services Revenue" means the monthly recurring revenue for Video Services billed and received from residents at the Premises in accordance with the terms of the Agreement, exclusive of taxes, fees and other charges imposed by any governmental authority.
- b) **Video Services Penetration Level.** The term "Video Services Penetration Level" means the percentage figure derived by dividing the total number of residential units subscribing to the Video Services at the Premises by the total number of units that have received a certificate of occupancy or local equivalent at the Premises.
- c) **Internet Services Revenue.** The term "Internet Services Revenue" means the monthly recurring revenue received from the residents for Cable Internet Services at the Premises in accordance with the terms of the Agreement, exclusive of resident equipment rental fees, taxes, fees and other charges imposed by any governmental authority.
- d) **Internet Services Penetration Level.** The term "Internet Services Penetration Level" means the percentage figure derived by dividing the total number of residential units subscribing to a tier of Cable Internet Services at the Premises by the total number of units that have received a certificate of occupancy or local equivalent at the Premises.
- e) **Telephone Services Revenue.** The term "Telephone Services Revenue" means the monthly recurring revenue from Company's primary lines of local Cable Telephony Services (or their replacements), delivered to residents at the Premises in accordance with the terms of the Agreement, exclusive of taxes, fees and other charges imposed by any governmental authority.
- f) **Telephone Services Penetration Level.** The term "Telephone Services Penetration Level" means the percentage figure derived by dividing the total number of residential units subscribing to primary lines of local Cable Telephony Services at the Premises by the total number of units that have received a certificate of occupancy or local equivalent at the Premises.
- g) **Services Revenue.** Video Services Revenue, Internet Services Revenue, and Telephone Services Revenue are referred to collectively as "Services Revenue."

2. **Payments.** In exchange for Company's lease of space in the trenches, risers, and raceways at the Premises during the term of the Agreement, Company shall pay Owner the following Payments:

- a) Company shall pay Owner a one-time payment of \$75.00 per residential unit at the Premises, within sixty (60) days after the Agreement is executed by both parties. For example, based on 246 units: \$75.00 X 246 units = \$18,450.00.
- b) Company shall pay Owner, within forty-five (45) days following the end of each calendar quarter commencing on the Effective Date, the percentage of its Services Revenue, based on the Video Services Penetration Levels, Internet Services Penetration Levels, and Telephone Services Penetration Levels set forth in the table below.

VIDEO / INTERNET / TELEPHONE SERVICES PAYMENT SCHEDULE		
VIDEO / INTERNET / TELEPHONE SERVICES PENETRATION LEVEL EQUAL TO OR GREATER THAN:                      AND                      LESS THAN:		% OF SERVICES REVENUE PAID
0%	15%	4%
15%	30%	6%
30%	60%	8%
60%	80%	10%
80%		12%

3. Audit.

- a) Owner may, with ten (10) business days written notice, at Owner's cost, inspect, copy, and audit Company's books and records (not more than once during any calendar year) for the Premises concerning Services Revenue and Payments at Company's office in the franchise area where the Premises is located, at any time within 1 year after the date Owner receives each Payment (subject to limits on Company's right to disclose information relating to its customers' choice of programming under the Telecommunication Act of 1996, Section 631), after which time such Payment shall be deemed final and conclusive.
- b) Upon the completion of any such review by Owner, if Owner's audit discloses any underpayment that Owner desires Company to pay, Owner shall provide to Company a final report that sets forth Owner's findings in reasonable detail, including reasonable substantiating documentation. If Company in good faith disputes any portion of Owner's findings, Company shall have thirty (30) days from the receipt of the report to provide Owner with a reasonably detailed written response, including reasonable substantiating documentation.
- c) If as a result of any audit it is determined that Payments have been underpaid by more than five percent (5%), Company will reimburse Owner for the cost of the audit. Except for any amounts disputed by Company in good faith, Company will pay Owner the amount of any underpayment of Payments identified by Owner's audit (and the cost of the audit, if applicable) within 30 days after Company's receipt of a copy of the audit results.
- d) All information, documents, records and data about Company and its affiliates provided to Owner or any of Owner's Representatives during an audit is referred to herein as "**Confidential Information.**" Confidential Information does not include, however, information that: (i) is or becomes generally available to the public other than as a result of a disclosure by Owner or any of Owner's Representatives; (ii) was available to Owner on a non-confidential basis prior to its disclosure to Owner by Company or any of Company's Representatives; or (iii) becomes available to Owner or Owner's Representatives on a non-confidential basis from a third party who is not known by Owner to be bound by a confidentiality agreement with Company or any of its affiliates or who is otherwise not prohibited from transmitting the information to Owner. The term "**Representative**" means, as to any person, such person's affiliates and its and their employees, agents, financial advisors, consultants, and current and prospective partners, lenders, purchasers, counsel, and accountants.
- e) Owner agrees that the Confidential Information shall not, without the prior written consent of Company, be disclosed by Owner in any manner whatsoever, in whole or in part; provided, however, that Owner may reveal the Confidential Information to Owner's Representatives who: (i) need to know the Confidential Information for reasons relating to the audit of the Payment or related enforcement of this Agreement; and (ii) who are informed by Owner of the confidential nature of the Confidential Information and agree to act in accordance with the terms and conditions of this Section.

4. **Payments.** All Payments outlined in this **Exhibit D** are to be paid and mailed as follows:

Payable to: TDC Tanglewood Real Estate Owner, L.L.C.  
c/o: Transwestern  
1900 W. Loop South, Suite 1300  
Houston, TX 77027  
Attention: Bob Horing  
Telephone: 713.270.7700

**EXHIBIT E**

**TO SERVICES AGREEMENT**

**INSURANCE REQUIREMENTS**

Company shall:

- Carry the insurance listed below.
- Furnish Certificates of Insurance to Owner evidencing required coverages upon request.

Certificates of Insurance must:

- Be given on ACORD Form 25 certificate for liability coverages and on ACORD Form 28 certificate for property coverages, modified as necessary.
- Provide for at least 30 days prior written notice of cancellation, non-renewal, or material reduction in coverage to Owner.

1. **Statutory Workers' Compensation:** Workers' Compensation Insurance.

2. **Employers' Liability:** With the following minimum limits:

\$100,000	Each Accident
\$500,000	Disease-Policy Limit
\$100,000	Disease-Each Employee

3. **Commercial General Liability:** (1986 ISO Form or its replacement): Insurance must provide contractual liability coverage and a general aggregate limit on a per location or per project basis. The minimum limits must be \$2,000,000 general aggregate and \$1,000,000 per occurrence.

4. **Automobile Liability:** Insurance for claims arising out of ownership, maintenance, or use of owned, non-owned, and hired motor vehicles at, upon, or away from the Premises with the following minimum limits:

\$1,000,000	Each Accident Single Limit Bodily Injury and Property Damage combined
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5. **Umbrella:** At least following form liability insurance, in excess of the Commercial General Liability, Employers' Liability, and Automobile Insurance above, with the following minimum limits:

\$3,000,000	Each Occurrence
\$3,000,000	Aggregate - Where Applicable

6. **General Requirements:** All policies must:

- Except for the Workers' Compensation insurance, include Owner, its property management company, and their respective partners, members, officers, directors, employees, agents, successors, and assigns as "additional insureds," using ISO additional insured form CG 20 10 11 85, without modification.
- Be written on an occurrence basis and not on a claims-made basis.
- Be endorsed to waive any rights of subrogation against Owner, its property management company, and their respective partners, members, officers, directors, employees, agents, successors, and assigns.
- Be written by an insurance company or companies with a current A. M. Best Company rating of A-/VII or better and be admitted to do business in the State where the Premises is located.

## GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this day June 15, 2016, by and between Comcast of Houston, LLC, its successors and assigns, hereinafter referred to as "Grantee," and TDC Tanglewood Real Estate Owner, L.L.C., a Delaware limited liability company, hereinafter referred to as "Grantor."

Grantor and Grantee are parties to a Services Agreement dated June 15, 2016 (the "Agreement"), pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, in accordance with and subject to the terms and conditions of the Agreement, a limited term 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 "Distribution Plant") 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 Houston, Texas, described as follows:

**LEGAL DESCRIPTION:**  
**(See Attached Exhibit 1)**

Except as provided in the Agreement, Grantor(s) agree for themselves and their heirs and assigns that the Distribution Plant on the Premises shall be and remain the personal property of Grantee and may not be altered, obstructed or removed without the express written consent of Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution Plant and shall have free access to said Distribution Plant and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of Grantor, 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 and all affected improvements to as near the same condition as it was prior to such excavation as is practical.

Notwithstanding anything to the contrary herein, the Easement terminates sixty (60) days after Grantee is no longer providing the Services on the Premises due to the expiration or any earlier termination of the Agreement, including any continuation period required under the Agreement. Grantee shall execute and deliver to Grantor a recordable release of this Easement within ten (10) days after the expiration of such sixty (60) day period. This obligation survives the expiration or any termination of the Agreement.

If there is a conflict between the provisions of the Agreement and the provisions of this Easement, the Agreement controls. Nothing in this Easement modifies in any way the terms of the Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

TDC Tanglewood Real Estate Owner, L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Mark Culwell

Title: Managing Director, Multifamily Development

Date: 6.24.16

STATE OF Texas )  
 ) ss.  
COUNTY OF Dallas )

On June 24, 2016, before me, Lorrie A. Engel, Notary Public, personally appeared Mark Culwell 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.



My Commission expires: \_\_\_\_\_

Witness my hand and official seal.

Lorrie Engel  
Signature of Notary



**GRANTEE:**

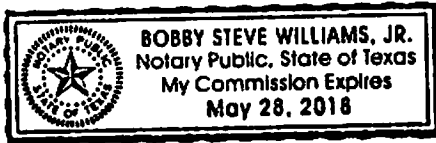
Comcast of Houston, LLC

By: *Ralph Martinez*  
Name: Ralph Martinez

Title: Regional Senior Vice President

STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

On July 16, 2016, before me, Bobby Williams, Notary Public, personally appeared Ralph Martinez 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.



Witness my hand and official seal.

*Bobby Williams*  
Signature of Notary

My Commission expires: \_\_\_\_\_

## Exhibit 1

### TO GRANT OF EASEMENT

#### Legal Description

Being a 3.0758 acre (133,981 calculated square foot) tract of land located in the John D. Taylor Survey, Abstract No. 72, Harris County, Texas, being out of a called 4.9742 acres described to Fairfield Woodway Square L.L.C. as recorded in Harris County Clerk's File Number 20130026375 and being out of Tract B (unrestricted) of San Felipe Square as recorded in Volume 122, Page 6 of the Map Records of Harris County (H.C.M.R.), Texas and being more particularly described by metes and bounds as follows (bearings based on said plat of San Felipe Square):

COMMENCING at a 5/8-inch iron rod (found) in the north right-of-way line of Wood Hollow Drive (60 feet wide per Volume 122, Page 6, H.C.M.R.) at the most westerly cut-back corner of the intersection of said north right-of-way line of Wood Hollow Drive and the west right-of-way line of Winrock Boulevard (80 feet wide per Volume 122, Page 6, H.C.M.R.) and being a southeast corner of a called 3.859 acre tract of land conveyed to DeGeorge Properties II, LLC as described in a General Warranty Deed recorded under Harris County Clerk's file number 20080601711;

THENCE, S 72°35'00" W, along said north right-of-way line a distance of 313.55 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the left;

THENCE, along the northwest right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 72°00'00", an arc distance of 125.66 feet and a chord bearing and distance of S 36°35'00" W - 117.56 feet to a 5/8-inch iron rod w/ cap stamped "AGS" (found) for the point of tangency;

THENCE, along said westerly right-of-way line of Wood Hollow Drive, S 00°35'00" W, a distance of 296.44 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the left;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 45°44'56", an arc distance of 79.85 feet and a chord bearing and distance of S 22°17'28" E - 77.74 feet to an "x" cut in concrete (set) for the POINT OF BEGINNING of the herein described tract and the most northerly corner of the herein described tract and being the point of curvature of a curve to the left;

THENCE, continuing along said right-of-way line of Wood Hollow Drive and the arc of said curve to the left, having a radius of 100.00 feet, a central angle of 44°15'04", an arc distance of 77.23 feet and a chord bearing and distance of S 67°17'28" E - 75.33 feet, to a 5/8-inch iron rod (found) for the point of tangency of said curve;

THENCE, along a southerly right-of-way line of Wood Hollow Drive, S 89°25'00" E, a distance of 16.09 feet to a 5/8-inch iron rod w/ cap stamped "SAM LLC" (set) for a curve to the right, from which a 5/8-inch iron rod (found) bears N 68°58' W, a distance of 0.35 feet;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 40.00 feet, a central angle of 90°00'00", an arc distance of 62.83 feet and a chord bearing and distance of S 44°25'00" E - 56.57 feet, to a 5/8-inch iron rod (found) for the point of tangency;

THENCE, along the westerly right-of-way line of Wood Hollow Drive, S 00°35'00" W, a distance of 235.00 feet to a 5/8-inch iron rod (found) for the point of curvature of a curve to the right;

THENCE, along the southwesterly right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 40.00 feet, a central angle of 90°00'00", an arc distance of 62.83 feet and a chord bearing and distance of S 45°35'00" W - 56.57 feet to a 5/8-inch iron rod (found) for the point of tangency;

THENCE, along a northerly right-of-way line of Wood Hollow Drive, N 89°25'00" W a distance of 54.60 feet to an "x" cut in concrete (found) for the point of curvature of a curve to the left;

THENCE, along said right-of-way line of Wood Hollow Drive and the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 90°00'00", an arc distance of 157.08 feet and a chord bearing and distance of S

45°35'00" W - 141.42 feet to a 5/8-inch iron rod w/ cap stamped "CARTER BURGESS" (found) for the northeast corner of San Felipe Square Replat No 1, as recorded under Film Code 599170 of the Harris County Map Records and the southeast corner of the herein described tract;

THENCE, along the north boundary line of San Felipe Square Replat No 1 and the south boundary line of this tract, S 89°50'20" W, a distance of 151.60 feet to a 5/8-inch iron rod w/ cap stamped "SAM LLC" (set) in the west boundary line of said San Felipe Square and the east boundary line of Glencrest Office Park Number 1, as recorded in Volume 188, Page 83 of the Harris County Map Records, same being the northwest corner of said San Felipe Square Replat No 1 and the southwest corner of the herein described tract;

THENCE, along the east boundary line of said Glencrest Office Park Number 1 and the Remainder of a called 8.4486 acre tract conveyed to BPAC TEXAS, LP by Warranty Deed recorded under Harris County Clerk's File No. T889101, the west boundary line of San Felipe Square and of this tract, N 00°0'00" W, a distance of 445.38 feet to a mag nail wishiner (set) for the northwest corner of the herein described tract;

THENCE, over and across said Tract B of San Felipe Square, S 89°26'08" E, a distance of 226.26 feet to the POINT OF BEGINNING and containing 3.0758 acres of land.