

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 20___, by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of its affiliates (together, "Comcast"), and _____ [INSERT LEGAL NAME OF OWNER], a _____ [INSERT STATE OF FORMATION AND TYPE OF ENTITY] (the "Owner"), which owns the land and the improvements thereon (together, the "Property") having an address of _____, Pleasanton, CA].

1. Grant. Owner hereby grants to Comcast a non-exclusive license to install, construct, replace, maintain, repair, operate, and remove, at Comcast's sole option and expense, certain wires, cables, conduit, lock-boxes, building entrance facilities, and other appurtenant fixtures and equipment (the "Facilities"), over, under, across and along the Property, as may be necessary or useful for distributing Comcast's communications services to Comcast's customers at the Property (the "Customers"). Owner shall allow Comcast access to the Property at all times for the foregoing purposes. Access within each Customer's premises shall be as provided in a separate services agreement between Comcast and each Customer.

2. Installation. Prior to the commencement of Comcast's initial installation of the Facilities at the Property, Comcast shall prepare and deliver to Owner plans and specifications (the "Plans") of the Facilities. No work shall commence until Owner has approved the Plans, which approval will not be unreasonably withheld, conditioned, or delayed. Upon approval of the Plans, such Plans shall be attached hereto as Exhibit A, and construction of the Facilities as shown on the Plans shall be performed in a manner consistent with generally accepted construction standards. Upon the expiration of this Agreement, Comcast shall remove from the Property those components of the Facilities (other than any underground conduit or vaults) that Owner requests Comcast remove, within thirty (30) days after such request.

3. Comcast Obligations. Comcast shall comply with all applicable laws. Comcast shall keep the Facilities in good order and repair, and shall promptly repair all damage to the building caused by Comcast, other than ordinary wear and tear. The Facilities shall belong to Comcast, shall be there at the sole risk of Comcast and Owner shall not be liable for damage thereto or loss thereof, except in the event of Owner's gross negligence or willful misconduct. Comcast shall be responsible for, and shall also indemnify, hold harmless and defend Owner against, the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Comcast. Upon Owner's request, Comcast shall provide a certificate of insurance to Owner, naming Owner as an additional insured.

4. Term. This Agreement shall have an initial term of ten (10) years, commencing on the date set forth above. This Agreement shall automatically renew for two (2) successive periods of five (5) years each, provided that Comcast has a Customer at the Property at the beginning of each renewal term.

5. Indemnification. Comcast shall indemnify, hold harmless and defend Owner from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, arising from or out of the installation, operation, maintenance, or removal by Comcast of the Facilities, except to the extent caused by the gross negligence or willful misconduct of Owner, its employees, agents, contractors, or invitees.

6. Damages. Neither party shall be liable to the other party for any lost profits, special, incidental, punitive, exemplary or consequential damages.

7. Notices. All notices under this Agreement shall be written and given by certified mail, return receipt requested, or nationally recognized overnight courier service (except for communications with Owner's local contact, which may be by telephone and/or email), to the respective address set forth below (or as may subsequently be provided):

If to Comcast: Comcast Cable Communications Management, LLC If to Owner: _____
[insert market office address] 1900 S 10th Street _____
San Jose CA 95112_ _____

With a copy to: Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103
Attn.: General Counsel

local Association contact:
Name: _Cathy Conner
Phone: _925-468-1616
Email: _cconner@gsmanagement.com

8. Miscellaneous. This Agreement shall bind and benefit the parties and their respective successors and assigns.

[INSERT LEGAL NAME OF OWNER] Comcast Cable Communications Management, LLC
By: _____ By: _____
Name: _____ Name: _____

EXHIBIT "A"

The Plans

(To be attached after approval by Owner)