



## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of October 23, 2008 (the "Effective Date"), between NWP Services Corporation ("NWP") and Madison Apartment Group as the agent for Owner(s) ("Agent For Owner"). Defined terms herein shall have the meanings set forth in Section 10.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services Provided by NWP.** NWP will provide to certain utility bill back services (the "Services") for each of the properties (each a "Property") owned or controlled by the Owner listed next to each Property (hereafter each an "Owner") on Exhibit A (hereinafter, "Exhibit A" or the "Property List"). The particular types of utility or other services being billed to Residents (collectively, the "Utility Charges") and the applicable Billing Method(s) for each Property are set forth on the Property List. The services to be provided by NWP are generally described in Exhibit B (hereinafter, "Exhibit B" or the "Services Schedule").

2. **NWP Obligations.** In addition to its obligations set forth on Exhibit B in connection with the Services, NWP will perform the following obligations:

(a) Commence providing Services on behalf of Agent for Owner using the Billing Method selected within a mutually agreed upon time after the Effective Date, unless delayed by the local utility company, a regulatory agency, a force majeure event (as described in Section 11(c)), or Agent for Owner's failure to meet its obligations under this Agreement. NWP shall provide Services only to Residents obligated under a lease agreement to pay for such Services.

(b) Provide Agent for Owner with monthly reports relating to the Services as further described on Exhibit B. NWP reserves the right to change reports from time to time.

(c) Provide Residents access to NWP's customer service call center as further described in Exhibit B.

(d) Comply with laws, rules and regulations specifically and expressly applicable to (i) the presentment of the Resident Bill and (ii) collection practices of NWP if applicable based on the Services provided, and (ii) specific billing practices of billing vendors in the multi-family utility billing industry, subject to Agent for Owner's obligations hereunder.

(e) Assign company personnel to interface with Agent for Owner and support Agent for Owner's employees regarding NWP's Services.

(f) Train Agent for Owner's property staff via telephone, (unless other arrangements have been made) prior to the commencement of Billing Services and upon Property staff turnover.

(g) Assist Agent for Owner, when requested by Agent for Owner, with filings and applications in applicable jurisdictions associated with billing Residents for the Utility Charges, provided that such filings shall remain the responsibility of the Agent for Owner.

3. **Fees.** In consideration for the Services, Agent for Owner agrees to pay NWP fees (the "Fees") as described in the Property List and any other applicable Attachments. Such Fees shall be due and payable within thirty (30) days of the date of invoice. Where allowed by applicable law, Agent for Owner may, in its discretion, elect to have NWP include such Fees on the bills sent on behalf of Agent for Owner by NWP to Agent for Owner's Residents for

payment, provided, however, that Agent for Owner shall remain ultimately responsible for the Fees. Should any law, rule, regulation or tariff take effect or be reasonably determined by NWP to limit or prohibit the charging of fees to Agent for Owner's Residents, or if the applicable resident lease does not authorize the charging of fees to Residents, or if the Fees otherwise remain unpaid on the due date, then Agent for Owner agrees that such Fees will remain in full force and effect will be paid by Agent for Owner. In addition, where NWP maintains a combined client trust account for monies collected from Residents on behalf of Agent for Owner, NWP will reconcile such payments monthly and pay Agent for Owner on a monthly basis an amount equal to the amount collected by NWP from Residents for payment of their Resident Bills, less all Fees due to NWP by Agent for Owner. For any undisputed amount not paid within thirty (30) days of the invoice date for such Fees, Agent for Owner will pay a one and a half percent (1.5%) per month late charge on such unpaid balances. In addition, in the event Agent for Owner has not paid any undisputed invoices within sixty (60) days of the invoice date, then NWP reserves the right to suspend services until payment is made. NWP may increase the Fees to reflect actual postage rate increases. In the event of a change in law, rule or regulation after the Effective Date that would increase NWP's costs due to required different or new services or system functionality to provide the Services, then NWP may propose to increase the Fees for such actual cost increase, provided that there shall not be such an increase more than once annually. If Agent for Owner does not accept such Fee adjustment and NWP determines that it cannot provide the Services for the existing Fee amount, then either party may terminate this Agreement upon sixty (60) days written notice.

4. **Agent for Owner Obligations.** Unless otherwise set forth in an Attachment, Agent for Owner will perform the following obligations, as a condition to NWP providing the Services:

(a) Pay each Property's utility bill(s) in full, and in a timely manner.

(b) (i) Submit requested billing attribute changes with respect to an actively billing Property for subsequent billing in a timely and complete manner in writing at least fifteen (15) days prior to scheduled billing in a manner consistent with NWP's billing change control process, (ii) submit requested new Utility Charges not previously charged for an actively billing Property in writing at least thirty (30) days prior to scheduled billing, and (iii) submit new Properties for billing at least forty (45) days prior to Agent for Owner's desired scheduled billing, which will be mutually agreed upon by the parties. Agent for Owner will provide all relevant data sufficiently in advance to enable NWP to commence billing Properties in the billing commencement month as set forth on Exhibit A.

(c) Promptly and consistently provide to NWP (or its designated partner) (i) each Property's monthly or most recent bills containing utility charges; (ii) an initial, current list of Residents; (iii) on a monthly basis (or more often if reasonably requested by NWP), updates concerning rentals, move-ins, move-outs, transfers, intents to vacate, and any other information necessary or helpful to provide Services; and iv) if NWP is providing collection services, additional information allowing NWP to improve collections for Agent for Owner.

(d) Ensure that Residents participate in the resident paid utility program related to the type of Services described in the applicable Attachment at the time of entering into a new or renewal lease with Agent for Owner

(e) Include in all resident leases or lease renewals executed after the date hereof, language compliant with applicable law, rule or regulation that notifies Residents of their responsibility to pay for the Utility Charges and, if applicable, the associated Fees, for which NWP is billing. Such leases shall include a description of each type of fee charged to Resident as set forth on Exhibit A. NWP assumes no responsibility for Agent for Owner's failure to comply with this section or for any provided sample lease language.

(f) Pay all taxes associated with Agent for Owner's recovery of costs or other monies from the Services.

(g) Conduct state, local or utility provider mandated tests and file any required applications or reports necessary to obtain permission for the billing to Residents of the Utility Charges, and comply with laws, rules and regulations applicable Agent for Owner's obligations hereunder and landlord-tenant laws concerning conduct within the purview and control of Agent for Owner in connection with its landlord-tenant relationship with the Resident.

(h) Assign an appropriate number of qualified employees or representatives of Agent for Owner to (i) serve as the primary contact in connection with the Services and (ii) to make binding decisions for the Agent for Owner

(i) Comply with NWP's terms of use with respect to using NWP's website and related reports.

(j) Ensure that the Property complies with any and all Rent Control laws, rules and regulations of any kind, including but not limited to Housing and Urban Development, Section 8, Rent Stabilization and local rent control, as they apply to the provision of Services in this Agreement. Agent for Owner shall indemnify and defend NWP from any and all claims, demands or actions relating to a violation of any Rent Control law of any type.

In the event Agent for Owner fails to meet its obligations set forth in this Section 4, and NWP is required to perform additional services or tasks as a result thereof to perform the NWP Services, NWP reserves the right to charge for such costs provided that NWP will provide an estimate of such costs to Agent for Owner for approval. If Agent for Owner does not accept the obligation for such costs, then NWP shall not be required to perform the specific Services but shall be entitled to its normal Fees associated therewith.

#### 5. Term and Termination.

(a) Term. For Properties currently billing with NWP, the initial term (the "Initial Term") of this Agreement shall begin on the Effective Date and shall end on the third (3<sup>rd</sup>) anniversary date of the Effective Date or the signature date last written below, whichever is later. For Properties which are billing with NWP as of the later of the Effective date or the signature date last written below, the Initial term shall begin on the date bills are first sent to Residents of a specific Property. Thereafter, this Agreement will renew for successive one year terms (each a "Renewal Term") unless either party provides written notice that it will not renew the Agreement at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term.

(b) Termination For Cause. This Agreement may be terminated by either party at any time in the event of a material breach by the other party that remains uncured after thirty (30) days written notice thereof.

#### 6. Indemnification.

(a) NWP Indemnification. NWP agrees to indemnify, defend and hold Agent for Owner harmless from and against all claims, losses and liability, including reasonable attorneys' fees ("Losses"), of Agent for Owner resulting from (i) an actual or alleged breach by NWP of its obligations set forth in this Agreement and (ii) any act or omission of NWP as a result of its gross negligence or willful misconduct.

(b) Agent for Owner Indemnification. Agent for Owner agrees to indemnify, defend and hold NWP harmless from and against all Losses resulting from (i) an actual or alleged breach by Agent for Owner of its obligations set forth in this Agreement and (ii) any act or omission of Agent for Owner as a result of its gross negligence or willful misconduct.

(c) Limitations and Conditions. The indemnifying party in subclauses (a) and (b) (an "Indemnifying Party") shall have no obligation to indemnify, defend or hold the other party (the "Indemnified Party") harmless if such Losses are the direct or indirect result of the negligence or willful misconduct of the Indemnified Party. The Indemnifying party shall be entitled to control the defense of any applicable proceeding and enter into settlement for any such Losses indemnified. The obligations of Agent for Owner and NWP pursuant to this section shall survive the termination of this Agreement with respect to occurrences prior to the termination of this Agreement.

7. Warranty and Disclaimer. NWP WARRANTS THAT IT WILL PROVIDE THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH IN THIS AGREEMENT OR AN ATTACHMENT, NWP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS SERVICES, EXPRESS OR IMPLIED. NWP HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES REGARDING REGULATORY AND LEGAL INFORMATION PROVIDED BY NWP. IN THE EVENT NWP FAILS TO PERFORM THE SERVICES HEREUNDER PURSUANT TO THIS WARRANTY, NWP WILL REPERFORM THE BILLING SERVICES AT NO COST TO AGENT FOR OWNER (WHICH SHALL BE AGENT FOR OWNER'S SOLE REMEDY UNLESS OTHERWISE STATED IN A SEPARATE SIGNED ATTACHMENT HERETO).

8. Limitation of Liability. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), FOR LOSS OF THE TRANSMISSION OF INFORMATION OR DATA, EVEN IF NWP OR AGENT FOR OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NWP'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED

BY NWP FROM AGENT FOR OWNER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH FIRST CLAIM.

**9. Proprietary Rights and Confidential Information.**

(a) Proprietary Rights. For purposes hereof, "Proprietary Rights" shall mean all copyrights, trademark rights, patent rights, trade names, trade secrets, know-how, financial and customer information, pricing and other proprietary rights. Neither party will acquire any right, title, or interest in the other party's Proprietary Rights. NWP agrees that, as between NWP and Agent for Owner, all right, title and interest in any Proprietary Rights in any items provided by Agent for Owner to NWP under this Agreement shall be entirely Agent for Owner's property. Agent for Owner agrees that, as between NWP and Agent for Owner, all Proprietary Rights in any items provided by NWP to Agent for Owner under this Agreement shall be entirely NWP's property.

(b) Confidential Information. Any information that a receiving party knows or has reason to know (either because such information is marked or otherwise identified by the disclosing party orally or in writing as confidential or proprietary, including Proprietary Rights) has commercial value, or because it is not generally known in the relevant trade or industry, is confidential information of the other party and shall remain the sole property of the disclosing party. Each party agrees that it shall not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfill its obligations under this Agreement. The prohibitions contained in this Section 9 shall not apply to information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. Each party shall be entitled to injunctive relief in the event of a breach of this Section 9 by the other party.

**10. Definitions.** For purposes of this Agreement and any attachments hereto, terms not defined shall have the meaning as defined below.

"Agreement" shall mean this Master Services Agreement and all Attachments hereto.

"Apartment Unit" means each separate dwelling unit, whether occupied or vacant, on each Property.

"Attachment(s)" means any of the documents described herein and attached to this Agreement, which are incorporated into the terms of this Agreement.

"Billing Method" means the method for issuing Resident Bills to the Residents of the Property as more fully described in the Attachments.

"Estimated Bill" means a bill issued to a Resident based on their estimated usage resulting from an inaccurate submeter or Agent for Owner's failure to provide the most current utility bill.

"Express Bills" means transferring accounts receivable to the Property for collection of the final bill directly from Resident, or withholding from security deposit where allowed by applicable law.

"Agent for Owner" means the owner of the Property, a property manager, or any other authorized agent of Owner, as further described on Exhibit A.

"Resident" means the lessee of record or current or past occupant of each Apartment Unit on the Property.

"Resident Bill" means NWP's bill for Services sent to a Resident using the Billing Method selected, as reflected on each Attachment. It shall also include bills for other fees described herein or in an Attachment.

**11. Miscellaneous.**

(a) Assignment. This Agreement is not assignable, in whole or in part, by either party without the other party's prior written consent, provided that either party may assign this Agreement or any part hereof to a parent, subsidiary or affiliate or a successor to all or substantially all of the assets, capital stock or business of such party. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Agent for Owner and NWP. Notwithstanding the foregoing, in the event Owner sells any property on the Property List, the rights and obligations of each of the parties hereunder as it pertains to such property shall be assigned in connection with such sale, unless NWP otherwise notifies Agent for Owner. Notwithstanding the foregoing, in the event Owner sells any property on the Property List, Agent for Owner may terminate this Agreement as to that property alone upon giving NWP 30 days written notice prior to the sale of such property which notice shall include the contact information for the new owner of such property and the rights and obligations of each of the parties hereunder as it pertains to such property may be assigned to the new owner in connection with such sale, unless NWP otherwise notifies Agent for Owner. NWP agrees that it will continue providing services under the terms of this Agreement to a new owner for a period of sixty days following the sale of the property, provided however, the new owner must agree to the assignment of the obligations and terms of this Agreement as to that property in writing prior to such date of the sale.

(b) Force Majeure. If the performance of this Agreement is interfered with by any reason or any circumstances beyond the reasonable control of the parties, including, but not limited to, strikes, slowdowns, riots, picketing or boycotts, actions of local utility providers, regulatory agency, service providers, local union, or act of God, war or terrorism, then the parties shall be excused from performance on a day-by-day basis to the extent of such interference; provided that if a force majeure event described above continues for a period beyond thirty days, either party may terminate this Agreement for cause.

(c) Authority. Each party represents and warrants that it has the necessary authority to execute this Agreement.

(d) Estimated Bills. If reasonably appropriate under the circumstances, NWP shall have the right, but shall not be required to, issue Estimated Bills where allowed by applicable law to Residents for a reasonable period of time in the event Agent for Owner has failed to meet the obligations under this Agreement, and for other reasons deemed reasonably necessary by NWP based on the circumstances.

(e) Waiver. The waiver or failure by either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

(f) Governing Law. This Agreement shall be governed in all respects by the laws of each State in which the Property in dispute is located, respectively.



(g) **Attorney's Fees.** If any litigation or legal proceeding is commenced between the parties hereto concerning this Agreement and/or the rights and obligations of either party in relation thereto, the party prevailing in such litigation or legal proceeding shall be entitled in addition to such other relief as may be granted, to a reasonable sum for any and all costs and expenses, including without limitation, attorneys' fees, collection service costs and fees, expert witness fees, consultant's fees, court costs, cost of paralegals, traveling expenses and any and all other costs and expenses of defense or prosecution incurred in connection therewith. Any such attorneys' fees and other costs and expenses incurred by the prevailing party in enforcing a judgment in its favor under this Agreement, whether or not suit is filed, shall be recoverable separately from and in addition to any other amount included in such judgment or award, and such obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any judgment award.

(h) **Publicity.** Each party may issue a press release concerning this Agreement, provided that the other party has had a reasonable opportunity to review and consent to such press release. Each party shall have the right to reference the general existence, but not the specific terms, of this Agreement and the parties' relationship, and to use the other party's name and logo for the limited purpose of such reference.

(i) **Notices.** Any notice to be given by either party to the other shall be in writing and either personally delivered or sent by fax, U.S. mail, or a reputable overnight carrier to the addresses of Agent for Owner and NWP provided on the signature page hereof. Notices shall be deemed given within five (5) business days if sent by U.S.

mail, upon receipt of facsimile confirmation if sent by fax, or when delivered by overnight courier. Each party may change the address where notice is to be sent by providing notice pursuant to this Section.

(j) **Severability.** If any part of this Agreement is found to be invalid or unenforceable, then that part of the Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

(k) **Survival.** All provisions of this Agreement relating to proprietary rights, confidentiality, disclaimer of warranty, limitation on liability and indemnity shall survive its termination.

(l) **Entire Agreement.** This Agreement and the Attachment(s) constitute the entire agreement between the parties hereto with respect to the subject matter hereof and there are no representations, understandings, commitments or agreements relative hereto which are not fully expressed herein. No amendment to this Agreement shall be valid unless in writing signed by both parties. Subject to Section 11(a), this Agreement shall be binding upon the parties and each of their permitted successors and assigns.

(m) **Headings.** The section headings used herein are for reference only and shall not affect the interpretation of this Agreement. This Agreement will be deemed to have been prepared by each of the parties jointly and shall not be interpreted against either party on the ground that such party drafted the Agreement.

(n) **Counterparts.** This Agreement and any Addendum may be executed in counterparts. Facsimile transmission of any signed original of this Agreement will be deemed the same as an original

This Agreement has been executed and delivered as of the date first above written.

**NWP SERVICES CORPORATION**  
22 Executive Park  
Irvine, CA 92614

By: 

Name: John Khamei

Title: VP

Date: 11/11/06

**MADISON APARTMENT GROUP**  
1500 Market St., 3000 Centre Sq.  
29<sup>th</sup> Floor  
Philadelphia, PA 19102

By: 

Name: Thomas Mathias

Title: C.O.O.

Date: 11/10/2006

Please return executed Agreement to by fax or mail to:  
NWP Services Corporation, 22 Executive Park, Irvine, California 92614; Attention: Sales Operations Manager Fax: (949) 253-3338



**EXHIBIT B**  
**To Master Services Agreement**  
**Between NWP Services Corporation and MADISON APARTMENT GROUP**

**SERVICES DESCRIPTION**

This Exhibit provides the general description of the Services that NWP will provide to Agent for Owner

**1. General Description of Services.** With respect to "Read Bill Remit" Properties described on Exhibit A, NWP will provide bill, remittance processing, and remittance services in connection with Agent for Owner billing its Residents for the utility charges and non-utility service charges, including without limitation, water, sewer, trash, electric, gas, and related energy to the extent specifically designated on Exhibit A to the Agreement. All Resident Bills and Fees under these Services are payable to NWP by Residents.

With respect to "Bill Only" Services described on Exhibit A (if applicable), NWP will provide billing services that consist of bill calculation and mailing of post card statements and payment by Resident to Agent for Owner

NWP's Read Bill Remit and Bill Only Services are more thoroughly described in Section 2 below

**2. Services Detail.** During the term of the Agreement, NWP shall, on a monthly basis, perform Resident submeter reads and/or bill calculations, if applicable, and prepare and send bills for utility and related services to Residents (the "Billing Statements"). NWP will distribute Billing Statements to Residents each month that are accurate and that reflect the information set forth in the Property List with respect to each Property. In performing the Read and Bill Services, NWP shall perform the following:

(a) Resident OneBill Services. For Resident OneBill Properties, NWP receives usage and cost data on utility bills received by the property from Local Utility Districts (LUDs). NWP allocates charges to residents for utilities they consume in their unit and that are NOT already directly billed to the resident (generally water/sewer and trash, sometimes gas, electric or others). Charges are allocated using submetering or RUBS. Other resident charges, including rent, are pulled from the resident's ledger in the property management software system used on site. All charges, including allocated utilities, are printed on the Resident OneBill statement which is mailed to each resident monthly and also available to residents online. NWP's billing fees are included on the statement to be paid by the resident when allowed by regulations. Residents remit payment on site each month and NWP bills your company for fees due.

(b) Read Bill Remit and Bill Only Services. For Read Bill Remit Properties, NWP will mail the Billing Statements to Residents in a billing statement format with remittance coupon. For Bill Only Properties, the Billing Statements will consist of a post card. Each Bill Statement will reflect (a) the utility billing period, (b) a service period end date, (c) utility usage data for the Resident, and (d) the applicable fees payable by the Resident. NWP shall assist in the correction of, but shall not be liable for inaccuracies resulting from erroneous data or information provided to NWP by Agent for Owner. NWP will generate and deposit in the mail Billing Statements by the agreed upon monthly scheduled mailing date that is mutually agreed upon by the Parties, or if such mailing date is a weekend or holiday, by the next earlier business day. NWP's mailing of Billing Statements are contingent upon Agent for Owner providing the required utility bill data, resident billing data, requested changes to billing attributes, and any other information reasonably necessary to generate Billing information for any Resident after performing such actions, NWP may issue an Estimated Bill to the affected Residents in accordance with Section 11(e) of the Agreement. For Read Bill Remit Properties, NWP will maintain a combined client trust account for monies collected from Residents on behalf of Agent for Owner and NWP will reconcile such payments monthly and pay Agent for Owner on a monthly basis, an amount equal to the amount collected by NWP from Residents for payment of their Resident Bills, less fees due to NWP. Except as otherwise limited or prohibited by law, any Resident Bill not paid by the due date shall be deemed to be delinquent. With respect to each delinquent account, NWP shall charge the Resident a late fee which will be presented on the following month's Billing Statement.

(c) Submetering or Energy Allocation Device. In connection with each Property that utilizes a submeter ("Meter") or other measurement device other than a submeter (an "EAD"), NWP shall conduct reads of each Meter or EAD each month on or about the same date, which date shall be established by mutual agreement between Agent for Owner and NWP during the implementation of the Property into the NWP billing program (the "Implementation"). Unless otherwise agreed to by NWP, Agent for Owner shall bear all expenses to maintain the Meters and EADs and related systems located on each Property in good order, condition and repair and shall notify NWP of any failures of the Meters or EADs. If NWP is unable to read Meters or EADs, NWP may provide the impacted Resident an Estimated Bill pursuant to Section 11(e) of the Agreement and Agent for Owner will use reasonable efforts to promptly repair such faulty meter

(d) Ratio Utility Billing System. In connection with each Property that utilizes a ratio utility billing system ("RUBS") method, all Resident Bills will be calculated by NWP using a mathematical formula to derive utility and other types of charges.



The RUBS formula, if not stated on Exhibit A, will be determined by the parties during the Implementation of the Property as designated and authorized in writing by Agent for Owner, and will specifically consist of one of the following formulas:

- A formula based on the number of square feet in a Resident's apartment as a percentage of the total Property square footage
- A formula based on the number of Residents in an Apartment Unit as a percentage of all Residents occupying the Property
- A ratio assigned to the number of Residents occupying an Apartment Unit (e.g. 1 Resident = 1, 2 Residents = 1.6 etc.)
- A ratio assigned depending on Apartment Unit type (e.g. Apartment Unit with an efficiency = 1, a 1 bedroom = 1.6 etc.)
- A formula based upon the number of water using fixtures in the Apartment Unit
- A flat rate
- A combination of one or more of the above

(e) Agent for Owner Property Management Service Support. NWP will provide support services to Agent for Owner and its property management personnel as follows:

- Assist the staff of each Property in the development and implementation of billing communication programs for its Residents.
- Assign a dedicated client relations manager responsible to assist in the management of the Services for Agent for Owner and address all issues raised by Agent for Owner regarding this Agreement or the Services.
- Assign appropriate NWP personnel who will respond to Agent for Owner regarding any issues or changes requested with respect to a Property.
- Conduct periodic reviews of the Services provided hereunder with the personnel designated by Agent for Owner

(f) Resident Support Services. NWP will provide automated call center service for Agent for Owner's Residents through an automated voice response system. Such call center service will be provided on a 24 x 7 x 365 day basis, except for scheduled maintenance downtime. NWP will conduct maintenance at hours with low call volume. NWP will provide secondary live call center personnel and service as described below for Residents who need additional information or problem resolution that is not addressed by the automated voice response system. In addition, for Read Bill Remit Properties, NWP will provide live call center personnel and service for Agent for Owner's Residents receiving Billing Statements and remittance coupons. Such service will be provided Monday – Friday from 6 a.m. to 6 p.m. (PST/PDT) (excluding Federal holidays), except for scheduled maintenance downtime.

(g) Additional Activities. For Read Bill Remit Properties, NWP will provide additional collection activities for a Property consistent with its standard Resident collections program. NWP's standard collection program consists of collection activities which are both automated and managed by NWP's collections department, including placing a past due watermark on the Billing Statement, scheduled automated recorded collection call programs based on the number of days a Resident account is delinquent, tools and reports to assist on-site property managers to seek payment from severely delinquent residents.

### 3. Reporting and Information Delivery

NWP will provide Agent for Owner the following reports on a monthly basis through posting such reports on NWP's website for access by Agent for Owner:

- PBSR – Portfolio Billing Status Report – Summary status of billing activity for all of the Properties for each month.
- BSR – Billing Status Report – Detail property level status of billing activity for each Property for each month.
- FBR – Final Bill Register – Detail resident level status of billing activity for each resident for each month.
- CCR – Current Charges Report
- Resident Summary and Detail Report

Should Agent for Owner discover a discrepancy related to the utility charges revealed in the reports provided by NWP, Agent for Owner will notify NWP within one hundred fifty (150) days of receiving reports revealing such a discrepancy if such discrepancy was reasonably detectable from the applicable report. NWP will not be responsible for, and Agent for Owner waives its rights to, any amounts as a result of such alleged discrepancy after the lapse of such 150 day period, provided that Agent for Owner could have reasonably discerned such discrepancy from the applicable report.

Property Information List  
Legal Department

Madison Group (561)  
Exhibit A to MSA

Property Name	Address or City/State	# of Units
Madison at Alderwood Park	18031 36th Avenue West Lynwood, WA 98037	188
Madison at Boulder Creek	6600 SW Wilsonville Rd. Wilsonville, OR 97070	296
Madison at Bridge Creek	29697 SW Rose Ln. Wilsonville, OR 97070	315
Madison at Ridgegate	24808 100th Place SE Kent, WA 98030	153
Madison at Ridgetop	11153 Shipside Lane NW Silverdale, WA 98383	221
Madison at Settler's Point	4770 Simmental Way (1650 West) Salt Lake City, UT 84123	416
Madison at The Wellington	3414 NW Kensington Lane Silverdale, WA 98383	240
Allen Square (8304)	1111 Queens Road Pasadena, TX 77502	111
Ashley Forest (8306)	9230 Nesbit Ferry Rd Alpharetta, GA 30022	220
Ashton Place (8307)	11700 Bissonnet Street Houston, TX 77099	310
Berkley Square (8308)	5900 N. Braeswood Blvd Houston, TX 77074	151
Bradford Place (8309)	8300 W Airport Blvd. Houston, TX 77071	178
Brantley Pines (8310)	1801 Brantley Rd. Fort Myers, FL 33907	296
Breckinridge Hills (8311)	3450 Breckinridge Blvd. Duluth, GA 30096	400
Burke Regency (8312)	3602 Burke Road Pasadena, TX 77504	190
Carrington Place (8315)	129 E. Villa Capri Circle DeLand, FL 32724	224
Fairmeadow (8317)	7800 W. Airport Rd. Houston, TX 77071	124
Jackson Square (8322)	8030 W. Airport Rd. Houston, TX 77071	73
Lake Gibson Parke (2417)	5223 US Hwy 98 N. Lakeland, FL 33809	220
Madison at Aspen Woods (9299)	2990 Santiago Dr. Florissant, MO 63033	452
Madison at Exeter (9308)	200 Eastwick Drive Reading, PA 19606	311
Madison at Exton Crossing (9316)	201 Iron Lake Drive Exton, PA 19341	405
Farmington Hills (4703)	27517 Gateway Dr. E. Farmington Hills, MI 48334	424
Madison at Hershey Heights (9303)	2151 Gramercy Place Hummelstown, PA 17036	340
Madison at Montgomery (10874)	2701 Elroy Road Hatfield, PA 19440	264
Madison at Reed Farm (9310)	200 Elmer Circle Reading, PA 19605	242
Madison at Seven Trails (8336)	500 Seven Trails Drive Ballwin, MO 63011	532
Pipers Creek (8327)	7940 Pipers Creek Rd. San Antonio, TX 78251	292
Pleasant Woods (8329)	11800 Pleasant Ridge Little Rock, AR 72223	220
Ridgelake (8330)	100 Ridgelakes Plwy. Nashville, TN 37209	560
River Place (8331)	4501 Sheraton Drive Macon, GA 31210	240
Sedona Square I (8335)	11715 S. Glen Drive Houston, TX 77099	118
Sedona Square II (8482)	11715 S. Glen Drive Houston, TX 77099	132
St. Charles (8337)	5900 N. Braeswood Blvd. Houston, TX 77074	48
Sun Meadow (8339)	1744 Jenkins Road Pasadena, TX 77506	180
Tanglewood Forest (8340)	2915 Afonshire Way Austin, TX 78748	364
The Crossings at the Bay (10836)	1718 Ximeno Avenue Long Beach, CA 90815	237
Valley Manor (8343)	2900 Honey Run Drive York, PA 17404	132
Walnut Creek (8345)	1300 NE Parvin Rd. Kansas City, MO 64116	350
Waterford (8347)	670 Thorton Road Lithia Springs, GA 30122	344
Willow Bend (8348)	4200 Lockfield Bend Houston, TX 77092	164
Willowycik (10409)	1 Marlbrook Lane Upper Gwynedd, PA 19446	308
Windsor Square (8349)	4503 S. Kirkwood Rd. Houston, TX 77072	155
Windsor Townhomes (8350)	4503 S. Kirkwood Rd. Houston, TX 77072	72
Madison at Victoria Crossing (9311)	144 Victoria Lane Reading, PA 19610	92
Madison at Macungie Village (9318)	264 W. Chestnut Street Macungie, PA 18062	174
Madison at Parktowne Townhomes (9319)	333 Greentree Drive East Stroudsburg, PA 18301	60
Madison at Green Valley (9317)	333 Greentree Drive East Stroudsburg, PA 18301	112
Madison at Cedar Glen (9314)	1166 S. Cedar Crest Blvd Allentown, PA 18103	80

Exhibit A to MSA

Page 1 of 2



**Property Information List**  
Legal Department

Madison Group (561)  
Exhibit A to MSA

Property Name	Address or City/State	# of Units
Madison at Hamilton Park (9302)	303 Hamilton Circle Harrisburg, PA 17111	122
Madison at Parktowne Townhomes (9319)	333 Greentree Drive East Stroudsburg, PA 18301	60
Madison at Green Valley (9317)	333 Greentree Drive East Stroudsburg, PA 18301	112
Madison at Cedar Glen (9314)	1166 S. Cedar Crest Blvd Allentown, PA 18103	80
Madison at Hamilton Park (9302)	303 Hamilton Circle Harrisburg, PA 17111	122
Madison at Wynnewood Park (9313)	855 N. Park Road Reading, PA 19610	299
Madison at Dogwood Gardens (9314)	2920 Hannah Avenue East Norristown, PA 19401	144
Madison at Barrerest Manor	1703 Marietta Avenue Lancaster, PA 17603	85
Madison at Greenview Terrace	500 Alden Drive Lancaster (Manheim Twp), PA 17601	112
Madison at Lebanon Court	1102 Jackson Blvd Lebanon, PA 17042	87
Madison at Society Hill	2902 Chesterbrook Court Capm Hill, PA 17011	108
Madison at Village Green	6 Kimberton Elizabethtown, PA 17022	128
Madison at Concord Court	201 James Street Reading, PA 19608	144
Madison at Park Court	28 S Water Street Womelsdorf, PA 19567	66
Madison at Woodland Plaza	1701 State Hill Road Reading, PA 19610	144
Madison at Westridge Gardens	970 Township Line Road Phoenixville, PA 19460	136
Madison at Logan West	2920 Hannah Avenue East Norristown, PA 19401	46
Madison at Northwoods	One Dove Lane, Middletown, CT 06457	336
Madison at Chestnut Hill	5 Town Colony Dr., Middletown, CT 06457	314



# Madison Apartment Group Exhibit A-1 for Portfolio no. 561 Pricing List

Billing Fees	
Billing Services (1)	\$3.25
Resident OneBill (2)	\$3.02
Read Bill Remit	\$2.28
Bill Only	\$7.00
Late Fee(3)	\$25.00
Non-sufficient Funds	1.00
Additional Configured Utility Billing Fee	\$10.00
New Account Fee	
Meter Read	\$0.35
Automated	\$1.50
Manual	

## Comments

1. Standard Billing Services include Water and Sewer and Trash. Will include service fees in bills sent to residents where allowed by law or regulation
2. Cannot pass through Resident OneBill fee in OR
3. Late fee is 5% of billed amount for Texas properties

NWT Services Corporation  
22 Executive Park  
Irvine, CA 92614

Madison Apartment Group  
1500 Market St., 3000 Centre Sq.  
Philadelphia, PA 19102

Signed: [Signature]  
Name: John Khanna  
Title: VP  
Date: 11/11/08

Signed: [Signature]  
Name: James Mathes  
Title: P.O.  
Date: 11/10/2008

**Madison Apartment Group**  
Exhibit A-1 for Portfolio no 561  
Pricing List

Page 2 of 2

0712- -01w07 1