

BULK STANDARD SERVICE AND RIGHT OF ENTRY AGREEMENT

This Agreement is made and entered into as of April 16th, 2004 by and between **Ballantrae Homeowners Association Inc.** , ("Owner") and **Bright House Networks, LLC.**

A. Owner owns or operates **Ballantrae**, located **off State Road 54, Land O Lakes, FL 34638** (the "Premises"), which will consist of up to **982** and the property on which such units are situated, all as more particularly described on Exhibit A hereto, and desires Bright House Networks to provide Bulk Standard Service and other Services, as defined below, to the Premises. Bright House Networks has a franchise with Pasco County, Florida and desires to provide various entertainment, data and information services to the residents of the Premises.

B. Association is or will become the homeowner's association of the planned community known as **Ballantrae** (the community) located in Pasco County, Florida (the "County"), approved for 797 Single Family Homes and 185 townhomes. The legal description set forth on **Exhibit A.**

C. Association, as the property owner's association for the Community, does or eventually will own certain common areas within the Community. Association administers the declarations of covenants and restrictions ("Covenants") and any and all amendments or supplements thereto recorded of record in the County.

D. Bright House Networks will provide cable television services to the Community pursuant to the terms of this Agreement, and Owner and Association will cooperate with Bright House by granting certain rights necessary to deliver such services for the term of the agreement to the residents of the Community.

E. "**Standard Service**" shall mean initially the channels set forth in the attached Exhibit B. provided 24 hours a day, Bright House Networks reserves the exclusive right, in its sole discretion from time to time, to make any changes, additions or deletions to this initial channel lineup; provided, however, that Bright House Networks will provide at least 60 number of channels in Standard Service, and "Standard Service" shall never include fewer channels than the greatest number of Standard Service Channels of Standard Service channels provided to any part of the public in Pasco County, Florida.

F. "**Bulk Standard Service**" shall mean Standard Service made available on an aggregate basis to all or substantially all single family and townhouse units located on the Premises, with Owner or Association which ever has authority of making payment for such service.

G. "**Other Services**" Multi-Channel cable television and those cable and other entertainment, data, and telecommunication services (including, without limitation, multi-channel video programming, movie services, game services, shopping services, pay pay-per-view services, video-on-demand services, information services, internet access services, personal computer data networking services, telephone services and other one-way and two-way communication services), currently available, or which may become available in the future, and which Bright House Networks, in its sole discretion, elects to make available to the residents of the premises (such services as may be made available from time to time by Bright House Networks to residents of the premises are collectively called the "Other Services"), Notwithstanding the foregoing, Bright House Networks shall make all such services available to the Premises as soon as possible after implementation and making such services available to any portion of the general public in Pasco County, Florida.

H. "**Services**" shall mean Standard and Other Services collectively, as well as any other tiers or levels of cable services offered by Bright House Networks now or in the future.

I. "**System**" shall mean a system of coaxial cable, fiber optic cable or lines, or other types of cable lines, or other wireline or wireless delivery system for the provision of Services to the Premises.

NOW THEREFORE, for and in consideration of the Recital, the mutual promises and conditions herein set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, including, but not limited to, inducing Bright House Networks to enter into a Cable Television Installation and Service Agreement dated of even date herewith with the Owner and Bright House Networks agree as follows:

1. **Bulk Standard Service.** Subject to the terms and conditions of this Agreement, Bright House Networks shall provide Bulk Standard Service to every unit on the Premises. Bright House Networks shall activate up to two pre-wired outlets per unit at no charge. Any additional activation will be at normal residential installation rates at the time of installation

2. **Bulk Standard Service Term.** The "Bulk Standard Service Term" shall commence on the date Owner obtains a Certificate of Occupancy and billing is activated for the premises and shall remain in effect for the term of **10** years and shall be automatically renewed for successive three (3) year terms thereafter, unless Owner or Bright House Networks gives written notice to the other party of its intention not to renew at least 90 days prior to expiration of the initial or any renewal term.

3. **Bulk Standard Service Monthly and Installation Charges.** Owner shall pay Bright House Networks \$**26.10** per unit per month which is 60% of the current published residential rate for the same level of service provided to residential customers in the same franchise area in which the Property is located, once Certificate of Occupancy has been issued and Standard Service is installed and activated to each unit. Owner shall pay all applicable taxes and franchise fees, which taxes and fees may increase from time to time. Initial rate per unit is guaranteed through December 31, 2005. Thereafter, Bright House Networks may increase the rates annually for Bulk Standard Service upon (30) days' written notice to Owner prior to the effective date of such increase. The Bulk Standard Service rate shall be adjusted by 8% or to 60% of the then current Residential Retail Rate for the next calendar year which ever is less. All statements rendered by Bright House Networks to Owner under this Agreement shall be due when rendered. Payments shall be subject to interest at the rate of 1.5 percent per month (calculated on a 365 day year) if not paid within 30 days. If any invoice is not paid within 60 days of the date of receipt, Owner shall be in breach of this Agreement and Bright House Networks may terminate the Agreement and seek and accelerate all damages resulting from Owner's failure to pay. In addition to the other breaches or defaults specified in this Agreement, a "default" exists under this Agreement upon any of the following events: (a) if Owner or Bright House Networks fails to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement and then does not cure such failure within 30 days (or such other time period specified in this Agreement) after receiving written notice from the other party that reasonably details such breach; (b) if Owner or Bright House Networks becomes a debtor in a bankruptcy proceeding or similar action or proceeding that is not permanently dismissed within 60 days; or (c) if Owner or Bright House Networks becomes insolvent. If a party defaults and fails to cure such default as provided in this Agreement, then the non-defaulting party may terminate this Agreement by giving 30 days' notice to the defaulting party; bring an action against the defaulting party for damages; or seek any other available legal or equitable remedy. Notwithstanding other provisions of this Agreement and in addition to any other remedy available to Bright House Networks at law or in equity, upon a breach by Owner/Association during the Bulk Standard Service Term, Bright House Networks shall have the right, in its sole discretion, on thirty days' written notice to Owner/Association to discontinue providing Bulk Standard Service and to provide any and all Services directly to residents of the Premises on a right of entry basis for the remaining portion of the Bulk Standard Service Term and the Right of Entry Term under the provisions of this Agreement.

4. **Provision of Other Services During Bulk Standard Service Term.** During the Bulk Standard Service Term, Bright House Networks may contract directly with the individual residents of dwelling units to provide Other Services directly to such residents. Charges for Other Services, indirectly shall be set by Bright House Networks and shall be billed to individual residents of the Premises at rates consistent with those charged to individual residents within Pasco County.

5. **Bright House Networks Easement and Access Rights.** Owner hereby grants and conveys to Bright House Networks irrevocable easement-in-gross interests and pursuant to the plat in, on, over, across, under and throughout the Premises (both land and improvements), including without limitation common areas, utility areas, pre-existing conduit, and all other spaces on, in and over the Premises as are reasonably necessary or useful for the

purposes of (a) Providing Services to the residents of the Premises; (b) Installing exterior and interior wiring, owning, operating, inspecting, retrieving, maintaining, testing, replacing, relocating, adding to, upgrading and removing the System, or any part thereof; (c) Marketing and selling Services and soliciting customers, which includes, but is not limited to, the conduct of live demonstrations, door-to-door solicitation of subscriptions, and the distribution and posting of advertising and promotional materials in recreation/community rooms and in other public or semi-public areas within the Premises; and (d) Collecting unpaid accounts.. This easement shall continue in effect for the duration of the Bulk Standard Service Term and the Right of Entry Term and for 90 days thereafter to effect any removal of the System.

6. **Ownership of the System; Electricity.** The Services delivery System and all such other properties placed on the Premises by Bright House Networks shall be and remain the sole property of Bright House Networks. Home wire shall be left after the term and any renewals of the Agreement. None of the Services Delivery System or other properties placed on the Premises by Bright House Networks shall be deemed to be affixed to or to become part of the Premises. Bright House Networks shall have the sole right to possession of and dominion and control over the Services Delivery System, all such other property placed on the Premises by Bright House Networks, and any equipment, facilities, antennas, pipes, conduits, poles, pedestals, vaults, active or passive devices, converters, cables and wires on the Premises on the date of this Agreement which are to be used by Bright House Networks to deliver Services under this Agreement.

Bright House Networks may remove any and all of the Services Delivery System and any of the other properties placed on the Premises by Bright House Networks at any time following the expiration of the term of this Agreement. If Bright House Networks damages the Premises when it removes the Services Delivery System or any of its other properties from the Premises, Bright House Networks will promptly repair and restore such damage. If any of the Services Delivery System or other property of Bright House Networks is not removed from the premises then Bright House Networks will continue to own such property so long as it holds a franchise to provide cable service in the jurisdiction where the Premises are located, and thus has a reasonable expectation that it may again become authorized to deliver its services to the residents of the Premises. If Bright House Networks so elects, it may lease any portion of the Services Delivery System to Owner or any other party following expiration of this Agreement pursuant to such terms and conditions as may be agreed to by such parties. Bright House Networks and Owner agree that any use by Owner or any third party of the Services Delivery System or any other property of Bright House Networks located on the Premises, whether with or without the consent of Bright House Networks, shall not disturb Bright House Networks continued right to ownership of any such property.

7. **Indemnification.** Bright House Networks shall indemnify and hold Owner/Association and the residents of the premises and their agents, invitees, officers, directors and members harmless from any and all loss, cost damages, suits, actions, claims and expenses arising out of Bright House Network's negligence on the premises. Owner/Association shall indemnify and hold Bright House Networks harmless from any and all loss, cost damages, suits, actions, claims and expense arising out of Owner/Associations negligence on the premises. The obligation shall not survive the termination of the agreement.

8. **Alterations to Premises.** Bright House Networks shall be liable for alterations to the Premises caused by poor and un-workmanlike installation, inspection, removal, maintenance, testing, replacement, relocation or upgrading of the System.

9. **Bright House Networks Options on Termination** Upon termination of this agreement for any reason, Bright House Networks shall, at its option either remove its electronics and wiring to the extent it can do so without causing permanent damage to the Association's premises or continue to service on a non-exclusive basis those unit owners desiring such service on an individual basis at prevailing single family rates provided that such unit owners and not the Association shall be responsible for the payment of such service charges.

10. **Availability of Equitable Relief.** Any failure by Owner to strictly provide Bright House Networks its easement and access rights to the Premises, or any interference with those rights, is a material breach of this Agreement and will cause Bright House Networks immediate irreparable injury. Accordingly, the Parties agree that Bright House Networks shall be entitled to preliminary and permanent injunctive and other equitable relief to

specifically enforce the easement and access rights granted to Bright House Networks under this Agreement. Bright House Network's election of any of the remedies in this provision shall not be deemed a waiver of its right to any other remedies at law or in equity.

11. **Costs and Attorney's Fees.** If it becomes necessary for either party to enforce or defend its rights created herein, the prevailing party shall be entitled to reimbursement from the other party of all costs, including reasonable attorney's fees through appeal, incident to enforcement or defense of its rights. This agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties, and successors thereto, waive any jury trial right.

12. **Service Limitations.** Bright House Networks only liability for interruption of Bulk Standard Service shall be to make available to Owner a pro rata credit against Bulk Standard Service monthly charges calculated based on the length of the interruption for interruptions of more than twenty-four consecutive hours caused by reasons found to be within Bright House Networks control.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any prior agreements.. This Agreement may not be altered, except by an instrument in writing. This agreement supersedes all other agreements. The invalidation of any of the provisions contained in this Agreement shall not affect the validity of any other provisions herein.

14. **Persons and Entities Bound by Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, shareholders, partners, agents, representatives, employees, servants, affiliates, attorneys, heirs, successors and assigns.

15. **Insurance.** Bright House Networks shall carry liability insurance for its activities on the property having combined policy limits of 1,000,000.00 throughout the term of the agreement.

16. **Employees/Contractors.** Each employee or other person providing services for Bright House Networks shall carry valid Bright House Networks or Contractor identification at all times while on property.

IN WITNESS THEREOF, The parties have executed this agreement this 15 day of APRIL, 2004.

Ballantrae Homeowners Association Inc.

By: [Signature]

Title: PRESIDENT

4904 EISENHOWER BLVD.

Address: TAMPA, FL. 33634

Witness [Signature]

(print) MARY J. SPADA

Witness [Signature]

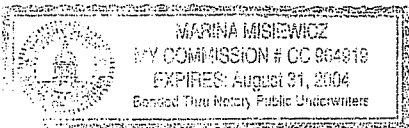
(print) SERGE BOGDAN

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15 day of APRIL, 2004, by FRED SIKORSKI He/She [please check as applicable] is personally known to me, or has produced his/her (Name) (State)

driver's license, or his/her _____ (type of identification) as identification, and did/did not take an oath.



[Signature]
(Notary's Signature)
MARINA MISIEWICZ
(Notary's Printed Name)

(NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

8-31-04
(Commission Expiration Date)

By: [Signature]

David C. Ross, VP of Commercial Development, Tampa Bay Division
Bright House Networks, LLC.

Witness _____

(print) _____

[Signature]

(Signature of Notary)

(Notary's Seal)

(Date) 4-22-04

Witness [Signature]

(print) DONALD C. CREST

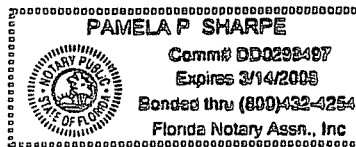


Exhibit A

Legal Description of Premises

Exhibit B
Channel Line Up
Standard Cable Service

2	WCLF Ch. 22 IND
3	WEDU Ch. 3 PBS
4	WTOG Ch. 44 UPN
5	WFFT Ch. 50 INDEPENDENT
6	BAY NEWS 9
7	QVC
8	WFLA Ch. 8 NBC
9	WTSP Ch. 10 CBS
10	Leased ?
11	WFTS Ch. 28 ABC
12	WMOR Ch. 32 IND
13	WTVT Ch. 13 FOX
14	Government
15	WTTA Ch. 38 WB
16	WUSF Ch. 16 PBS
17	WXPX Ch. 66 PAX
18	WGN (Chicago)
19	Government
20	PCED Pasco Educational Channel
21	WVEA Ch. 62 UNIVISION
22	HSN
23	WTBS (Atlanta)
24	CNN / fn
25	THE HISTORY CHANNEL
26	TNT
27	ESPN
28	ESPN2
29	CNN
30	Headline News
31	ESPN NEWS
32	USA Network
33	The Weather Channel
34	Discovery Channel
35	Animal Planet
36	Nickelodeon
37	Fox News
38	Lifetime
39	Fox Sports Net
40	The Disney Channel

41	MSNBC
42	CNBC
43	Spike TV TNN
44	Oxygen
45	Country Music TV
46	Learning Channel
47	LO/ Revenue Frontier
48	A & E
49	BET
50	C-SPAN
51	VH1/CSPAN 2
52	ABC Family Channel
53	Turner Classic Movies
54	THE TRAVEL CHANNEL
55	Court TV
57	Home & Garden TV
58	Cartoon Network
59	Sci-Fi Channel
60	FX
61	Comedy Central
62	Movie Plex
63	Flix
64	American Movie Classics
65	"E"
66	MTV
67	The Golf Channel
68	Hallmark Channel/EWTN
69	WE
71	National Geographic Channel
73	Lifetime Movie Network
74	Outdoor Life Network
75	TV Land
77	Bravo
78	ESPN Classic Sports
82	Shop at Home
98	Shop NBC
99	TV Guide
79	PIN Network (Leased)

* Programming and channels are subject to change without notice.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is prepared and entered into by and between **Bright House Networks** ("Bright House Networks") and **Ballantrae Homeowners Association Inc.** ("Owner").

1. The parties desire to record this Memorandum of Agreement in order to provide record notice to third parties of the existence of the Bulk Standard Service and Right of Entry Agreement executed between Bright House Networks and the Owner.
2. In accord with the Agreement, Bright House Networks is entitled to provide Services to all residents of the Premises. The Agreement further grants to Bright House Networks non-exclusive easement and access rights to the Premises (more particularly described in attached Exhibit A).

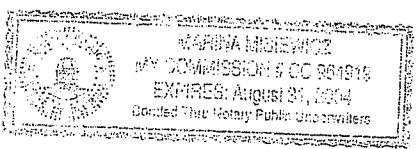
Owner grants and conveys to Bright House Networks irrevocable non-exclusive easement-in-gross interests in according to the plats, on, over, across, under and throughout the Premises (both land and improvements), including, without limitation, common areas, utility areas, pre-existing conduit, and all other spaces on, in and over the Premises as are reasonably necessary or useful for the purposes of: (a) Providing Standard Service; (b) Providing Other Services and Services which Bright House Networks is permitted to provide pursuant to the Agreement; (c) Installing, owning, operating, inspecting, retrieving, maintaining, testing, replacing, relocating, adding to, upgrading and removing the System or any part thereof; (d) Marketing and selling Services, and soliciting customers, which includes, but is not limited to, the conduct of live demonstrations, door-to-door solicitation of subscriptions, and the distribution and posting of advertising and promotional materials in recreation/community rooms and in other public or semi-public areas within the Premises; and (e) Collecting unpaid accounts. Owner shall provide an employee or authorized person under control of Owner to accompany Bright House Networks employees or contractors into any unoccupied dwelling units, and shall further take all steps necessary to assure Bright House Networks access to any part of the Premises over which it does not have control for the same purposes.

IN WITNESS THEREOF, The parties have executed this agreement this 15 day of APRIL, 2004.
Ballantrae Homeowners Association Inc.

By: [Signature]
Title: PRESIDENT
4904 Eisenhower Blvd.
Address: TAMPA FL 33634
STATE OF Florida
COUNTY OF HILLSBOROUGH

Witness [Signature]
(print) MARK J. SPADA
Witness [Signature]
(print) BOB BOOTMAN

The foregoing instrument was acknowledged before me this 15 day of APRIL, 2004, by FRED SIKORSKI He/She [please check as applicable] is personally known to me, or has produced his/her [Signature] (Name) [Signature] (State) driver's license, or his/her _____ (type of identification) as identification, and did/did not take an oath.



[Signature]
(Notary's Signature)
MARINA MISIEWICZ
(Notary's Printed Name)

(NOTARIAL SEAL)

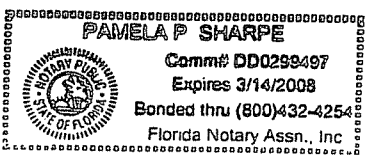
NOTARY PUBLIC, STATE OF FLORIDA
8-31-04
(Commission Expiration Date)

By: [Signature]
David C. Ross, VP of Commercial Development, Tampa Bay Division
Bright House Networks, LLC.

Witness _____
(print) _____

Witness [Signature]
(print) DONALD C. CRESPEY

[Signature]
(Signature of Notary)



(Notary's Seal)
(Date) 4-22-04