

BULK STANDARD SERVICE AND RIGHT OF ENTRY AGREEMENT

This Agreement is made and entered into as of December 8, 2006, by and between **Palma Sola Bay Club Association, Inc.** ("Association") and **Bright House Networks, LLC** ("Bright House Networks").

A. Association manages the property known as **Palma Sola Bay Club**, located at **3400 75th Street West, Bradenton, Florida 34209** (the "Premises"), which consists of **201** dwelling units and the property on which such units are situated, 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 City of Bradenton, Manatee County, Florida and desires to provide various entertainment, data and information services to the residents of the Premises.

B. "**Bulk Standard Service**" shall mean the television channels provided by Bright House Networks on a bulk basis hereunder, the initial lineup of which is set forth in **Exhibit A**. Bright House Networks reserves the right, in its sole discretion from time to time, to make changes, additions or deletions to this initial channel lineup; provided, however, that Bulk Standard Cable Service shall consist of at least sixty (60) channels. At any time during the term of this Agreement, Bright House Networks shall have the right to install set-top converters or replace existing set-top converters for every Resident receiving Services under this Agreement as Bright House Networks may reasonably deem necessary to allow it to continue to provide Bulk Multi-Channel Video Services to such Residents. If any Resident refuses such installation or replacement, Bright House Networks shall not be liable for any failure to provide Bulk Multi-Channel Video Services to such Resident.

C. "**Bulk Standard Service**" shall mean Standard Service made available on an aggregate basis to all or substantially all dwelling units and recreation/community rooms located on the Premises, with Association making payment for such service.

D. "**Additional Services**" means any services other than the Bulk Multi-Channel Video Services that can be provided to the Property over the System.

E. "**Services**" shall mean multi-channel television and those cable and other entertainment, data, and telecommunications services (including, without limitation, multi-channel video programming, movie services, game services, shopping services, 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 property (such services as may be made available from time to time by Bright House Networks to residents of the property are collectively called the "Services").

F. "**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.

In consideration of the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Association 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.

2. **Bulk Standard Service Term.** The "Bulk Standard Service Term" shall commence upon the property receiving the first certification of occupancy and shall remain in effect for the term of five years and shall automatically be renewed for additional five year terms thereafter, unless Association or Bright House Networks give written notice to the other party of its intention not to renew at least 90 days prior to the initial or any renewal term.

3. **Bulk Standard Service Monthly and Installation Charges.** Association shall pay Bright House Networks \$28.49 per month for each unit wired for Standard Service. Billing shall track initial occupancy such that when a certificate of occupancy is issued for a building and when a unit is occupied for the first time, Owner shall notify Bright House Networks within 5 business days of such unit occupancy, in writing by US Mail or by facsimile, and Bright House Networks shall activate Bulk Standard Service to said unit and add said unit to the Bulk Standard Service monthly billing where it shall remain for the duration of the Bulk Standard Service Term. Association also shall pay applicable communication services tax. Bright House Networks may increase the rates annually for Bulk Standard Service upon 30 days' written notice to Association, provided, however, that such rates shall be in compliance with any applicable laws and regulations and such increase shall be based upon the Consumer Price Index and percentage increase in programming costs, not to exceed 10% annually. All statements rendered by Bright House Networks to Association 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 30 days of the date of receipt, Association shall be in breach of this Agreement and Bright House Networks may terminate the Agreement and seek and accelerate all damages resulting from Association's failure to pay. 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 Association during the Bulk Standard Service Term, Bright House Networks shall have the right, in its sole discretion, on thirty days' written notice to 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 non-exclusively 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

5. **Provision of Services on Right of Entry Basis.** After the termination of the Bulk Standard Service Term, Association hereby grants Bright House Networks a fifteen year non-exclusive right to enter the Premises and provide any or all Services to residents of the Premises ("Right of Entry Term"). Charges for Services during the Right of Entry Term shall be set by Bright House Networks and shall be billed to individual residents of the Premises.

6. **Bright House Networks' Easement and Access Rights.** Association hereby grants and conveys to Bright House Networks irrevocable easement-in-gross interests 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 carrying out any or all of the terms of this Agreement, including marketing and selling Services and soliciting customers and collecting unpaid accounts. Soliciting 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. 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. Bright House Networks and Association stipulate that any failure by Association to strictly provide Bright House Networks its easement and access rights to the Premises, or any interference with those rights, is material and will cause Bright House Networks immediate irreparable injury and entitles Bright House Networks to equitable relief.

7. **Ownership of Services Delivery Systems** 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 Cable. 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 a 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 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 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 residents of the Premises. Association shall provide electricity for the System to Bright House Networks at no charge and provide Bright House Networks access to the Premises' electrical system. If Bright House Networks so elects, it may lease any portion of the Services Delivery System to Association 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 Association agree that any use by Association 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.

8. **Alterations to Premises.** Bright House Networks shall not be liable for alterations to the Premises caused by good and workmanlike installation, inspection, removal, maintenance, testing, replacement, relocation or upgrading of the System.

9. **Service Limitations.** Bright House Networks' only liability for interruption of Bulk Standard Service shall be to make available to Association 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.

10. **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.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may not be altered, except upon mutual agreement evidenced by an instrument in writing. The invalidity of any of the provisions contained herein shall not affect the validity of any other provisions herein.

12. **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.

13. **Confidentiality/Nondisclosure.** Each party agrees to use such care to keep the terms and conditions of this Agreement in strict confidence and to avoid divulging any specifics of the same to any third party as it uses for its own information of like kind, but not less than reasonable care, except that each party may divulge such information to any of its current and prospective attorneys, accountants, financial advisors, partners and/or others with a need to know for Association to reasonably conduct its business, which parties will be advised of the confidential nature of this Agreement and the requirement to use such efforts to maintain its terms and conditions in strict confidence.

14. **Courtesy Accounts.** Bright House Networks will provide to the Property two (2) courtesy

accounts consisting of Standard Cable, at locations on the Property where the installation of the system to such a location is reasonably accessible by Bright House Networks and are either public gathering areas such as a Clubhouse or office locations.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 11th day of Dec, 2006.

PALMA SOLA BAY CLUB ASSOCIATION, INC.

By: *Evelyn Treworky*
Title: *Pres*

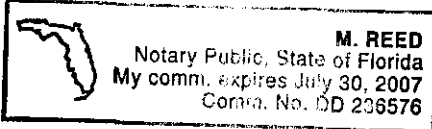
Address: 3400 75TH Street West
Bradenton, Florida 34209

Witness: *Amanda McClue*

Witness: *Kimberly Panipinto*

STATE OF FL
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11th day of Dec, 2006, by EVELYN TREWORKY (name). He She (please check as applicable) is personally known to me or has produced his her (state) driver's license, or his/her (type of identification) as identification, and did/did not take an oath.



(NOTARIAL SEAL)

Michelle Reed
(Signature)
MICHELLE REED
(Printed Name)
NOTARY PUBLIC, STATE OF FLORIDA
JULY 30, 2007
(Commission Expiration Date)
(Serial Number, If Any)

BRIGHT HOUSE NETWORKS, LLC

By: *Rosemary R. Carlson*
Rosemary R. Carlson
Title: Vice President/General Manager

Address: 5413 State Road 64 East
Bradenton, FL 34208

Witness: *Salmy V. Nelms*

Witness: *Patty Bell*

Exhibit A:

**Bright House Networks
Bulk Standard Channel Line-Up*
Manatee County
Effective June 2006**

- | | |
|----------------------------------|------------------------------|
| 2 - WCLF Ch. 22 IND | 49 - BET |
| 3 - WEDU Ch. 3 PBS | 50 - C-SPAN 2 |
| 4 - WTOG Ch. 44 UPN | 51 - E! Entertainment |
| 5 - WFTT Ch. 50 Telefutera | 52 - ABC Family |
| 6 - WTTA Ch. 38 WB | 53 - Turner Classic Movies |
| 7 - WWSB CH. 40 ABC | 54 - The Travel Channel |
| 8 - WFLA Ch. 8 NBC | 55 - Court TV |
| 9 - BAY NEWS 9 | 56 - Food Network |
| 10 - WTSP Ch. 10 CBS | 57 - Home & Garden TV |
| 11 - WFTS Ch. 28 ABC | 58 - Cartoon Network |
| 12 - WMOR Ch. 32 IND | 59 - Sci-Fi |
| 13 - WTVT Ch. 13 FOX | 60 - fX |
| 14 - WGN (Chicago) | 61 - Comedy Central |
| 15 - WVEA CH. 62 UNIVISION | 62 - MOVIE PLEX |
| 16 - WUSF Ch. 16 PBS | 63 - The Weather Channel |
| 17 - WXPX Ch. 66 PAX | 64 - American Movie Classics |
| 18 - HSN | 65 - VH-1 |
| 19 - TOWNCenter | 66 - MTV |
| 20 - MGA | 67 - The Golf Channel |
| 21 - METV | 68 - Hallmark Channel |
| 22 - QVC | 69 - WE |
| 23 - TBS (Atlanta) | 70 - Outdoor Life Network |
| 24 - C-SPAN 1 | 71 - National Geographic |
| 25 - The History Channel | 72 - Discovery Health |
| 26 - ESPN Classic Sports Network | 73 - Lifetime Movie Network |
| 27 - ESPN | 74 - BRAVO |
| 28 - ESPN 2 | 75 - TV Land |
| 29 - CNN | 76 - Telemundo |
| 30 - Headline News | 95 - Jewelry TV |
| 31 - Sun Sports | 96 - Commercial Access |
| 32 - USA | 98 - Shop NBC |
| 33 - TNT | 99 - TV Guide Channel |
| 34 - Discovery Channel | |
| 35 - Animal Planet | |
| 36 - Nickelodeon | |
| 37 - FOX News | |
| 38 - Lifetime | |
| 39 - FOX Sports Network | |
| 40 - Disney Channel | |
| 41 - MSNBC | |
| 42 - CNBC | |
| 43 - Spike TV | |
| 44 - Oxygen | |

45 - CMT
46 - The Learning Channel
47 - Catch 47
48 - A&E

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is prepared and entered into by and between **Bright House Networks, LLC** ("Bright House Networks") and **Palma Sola Bay Club Association, Inc.**, ("Association").

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 Association.

2. In accord with the Agreement, Bright House Networks is entitled to provide Services to all residents of the Premises as defined in that Agreement. The Agreement further grants to Bright House Networks easement and access rights to the Premises.

Association grants and conveys to Bright House Networks irrevocable easement-in-gross interests 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 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. Association shall provide an employee or authorized person under control of Association 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. Bright House Networks' easement and access rights 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.

The parties have executed this Memorandum of Agreement on the dates set forth below.

PALMA SOLA BAY CLUB ASSOCIATION, INC.

By: Evelyn Treworgy

Title: PRES

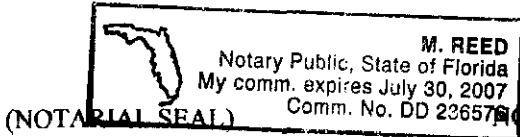
Address: 3400 75th Street W
BRADENTON, FL. 34209

Witness: Amanda McClure

Witness: Kimberly Panipinto

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17th day of Dec, 2006, by EVELYN TREWORGY (name). He/~~she~~ [please check as applicable] is personally known to me or has produced his/her --- (state) driver's license, or his/her --- (type of identification) as identification, and did/did not take an oath.



Michelle Reed
(Signature)

MICHELLE REED
(Printed Name)

NOTARY PUBLIC, STATE OF FLORIDA
JULY 30, 2007
(Commission Expiration Date)

(Serial Number, If Any)

BRIGHT HOUSE NETWORKS, LLC

By: Rosemary R. Carlson
Rosemary R. Carlson

Title: Vice President/General Manager

Address: 5413 State Road 64 East
Bradenton, FL 34208

Witness: Larry V. Nelson

Witness: Patty Bott