



White & Case LLP
Wachovia Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, Florida 33131-2352

Tel + 1 305 371 2700
Fax + 1 305 358 5744/5766
www.whitecase.com

Direct Dial + (305) 995-5259 Direct Facsimile + (305) 358-5744 jbianchi@whitecase.com

VIA REGISTERED MAIL, RETURN RECEIPT REQUESTED

August 4, 2004

Eagles' Retreat Condominium Association, Inc.
1136 Bald Eagle Dr.
Marco Island, FL 34145

Re: Agreement between Continental Cablevision of Southwest Florida ("Continental Cablevision") and Sunvac Corporation concerning the provision of cable television service to the Eagles' Retreat Condominium Association, Inc. dated January 13, 1997 ("Agreement")

To whom it may concern:

This firm represents Comcast Cablevision of the South, Inc. ("Comcast"), the successor to, and assignee of, Continental Cablevision concerning the Agreement for the provision of cable television service to the Eagles' Retreat Condominium Association, Inc. (the "Association") located at 1136 Bald Eagle Dr., Marco Island, FL.

Comcast has just been put on notice that the Association repudiated the Agreement by contracting with another provider of cable television and broadband services for the provision of the same to the Association's residents. This is a material breach of the Agreement. Specifically, the Agreement provides that:

- Comcast, as Continental Cablevision's successor and assign, is the "sole and exclusive provider of basic cable television and radio service, expanded cable television and radio service and other cable service programming and broadband communications." (§ 1 of the Agreement).
- Comcast has "an irrevocable easement in gross with respect the [Association's premises]." (§ 3).
- "All Equipment [including coaxial cable and/or fiber optic line, and amplifiers] for the delivery of the service shall at all times be the sole and exclusive property of" Comcast. *Id.*

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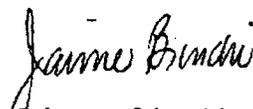
- "No person or entity . . . shall in any way move, disturb, alter or change any of [Comcast's] equipment or attach, directly or indirectly, in part or in full, any equipment or device to any of [Comcast's] equipment." *Id.*

Based on information and belief, the Association breached the material terms of the Agreement identified above when it entered into an agreement with another provider and by allowing that provider to use Comcast's equipment.

The Agreement was to "continue for a period of fifteen years" (§ 8) and would, at the earliest, terminate on March 2012. Furthermore, the Association was put on notice of the Agreement and the related easement awarded to Comcast because the easement was recorded on April 22, 1997 ("Recorded Easement"). The Recorded Easement expressly provided that Comcast's equipment "shall at all times remain [its] property."

Accordingly, unless the Association remedies its breach of the Agreement within seven (7) days of receipt of this letter, Comcast will enforce any and all of its rights. Should you have any questions, do not hesitate to contact the undersigned.

Sincerely,


Jaime A. Bianchi

JAB:mav

CABLE SERVICE EASEMENT

In consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned **SUNVAC CORPORATION** (the "Grantor") does hereby grant to **CONTINENTAL CABLEVISION OF SOUTHWEST FLORIDA**, its successors, assigns, lessees and licensees (the "Company") for the purposes of transmitting and delivering television and broadband communications services, the perpetual right, privilege, and easements (the "Easements") to from time to time:

- A. Construct overhead and/or underground plant;
- B. Operate, maintain, repair, replace, expand, remove, relocate such plant; and
- C. Place within said Easements amplifiers, attachment equipment, cables, wiring, pedestals, accessories, appurtenances and related equipment (hereinafter referred to as "Equipment") used in connection with such plant and distribution of television and broadband communications services.

The Easements shall be located on that real property and improvements of Grantor as those premises are more fully detailed, with legal descriptions, in Schedule 1, which is attached and incorporated here by this reference (The "Premises"). The Easements shall extend to all public utility rights-of-way and easements located within the Premises and to all chases, raceways and conduits within the Premises. The Easements shall further include access rights to the Premises and easement areas, including the rights of ingress and egress. Grantor further grants Company the exclusive right to use said dedicated Easements, chases, raceways and conduits for the purpose of providing cable television and broadband services.

The Equipment shall at all times remain Company's property.

Company shall exercise its rights in a manner so as to cause as little disturbance and inconvenience to said Grantor as is practical. Said easements include the right to trim at Company's expense any trees or shrubbery which may hereafter interfere with the operation and/or maintenance of the Equipment as long as said trees or shrubbery are located on or over the above described portion of the Premises.

The Equipment shall be located so as to not interfere with the Grantor's ingress to and egress from Premises and Grantor may use the rights-of-way and easements for purposes not inconsistent with the Company's full enjoyment of the rights herein granted.

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