

BULK STANDARD SERVICE AND RIGHT OF ENTRY AGREEMENT

EXHIBIT I

This Agreement is made and entered into as of October 1, 1998, by and between Laurel Oak Park Home Owners Association, Inc., a Florida corporation ("Owner") and Time Warner Entertainment-Advance/Newhouse, a New York general partnership, Through Its Tampa Bay Division, d/b/a Time Warner Communications ("Time Warner").

A. Owner owns the property located in Manatee County, Florida (the "Premises"), which consists of fifty two (52) dwelling units and the property on which such units are situated, all as more particularly described on Exhibit A hereto, and desires Time Warner to provide Bulk Standard Service and other Services to 51 of the 52 lots, excluding lot 25, as defined below, to the Premises. Lot 25 shall be included and subject to this agreement upon written notice from Owner to Time Warner to include same. Time Warner has a franchise with the City of Bradenton, Florida and Manatee County, Florida and desires to provide various entertainment, data and information services to the residents of the Premises.

B. "Standard Service" shall mean initially the channels set forth in the attached Exhibit B. Time Warner 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 Time Warner will provide at least forty-eight (48) number of channels in Standard Service.

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 Owner making payment for such service.

D. "Other Services" shall include movie channels, pay services, pay per view channels, pay per view programs, game services, music services, shopping services, Internet access services, interactive multi-media services, video-on-demand services, personal computer data networking services, telephone services, and any or all other one-way or two-way entertainment, data, information or telecommunications services available now or in the future (other than Standard Service) which Time Warner in its sole discretion decides to offer to the residents of the Premises.

E. "Services" shall mean Standard and Other Services collectively, as well as any other tiers or levels of cable services offered by Time Warner now or in the future.

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, Owner and Time Warner agree as follows:

1. **Bulk Standard Service.** Subject to the terms and conditions of this Agreement, Time Warner shall provide Bulk Standard Service to every unit on the Premises. Time Warner shall install one outlet per dwelling unit.

2. **Bulk Standard Service Term.** The "Bulk Standard Service Term" shall commence on the date hereof and shall remain in effect for the term of ten (10) years and shall be automatically renewed for successive five (5) year terms thereafter, unless Owner or Time Warner 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 Time Warner \$17.50 per month for each unit wired for Standard Service, regardless of whether such unit is occupied. Owner also shall pay all applicable taxes and franchise fees, which taxes and fees may increase from time to time. Billing shall track initial occupancy such that Owner will notify Time Warner within 5 business days of the date a new unit is sold and Time Warner shall add such unit to the bulk billing where it will remain for the duration of the Bulk Standard Service Term. Time Warner may increase the rates January 1, 2000 and annually thereafter for Bulk Standard Service upon 30 days' written notice to Owner, provided, however, that such rates shall be in compliance with any applicable laws and regulations. All statements rendered by Time Warner 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 30 days of the date of receipt, Owner shall be in breach of this Agreement and Time Warner may terminate the Agreement and seek and accelerate all damages

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ACCEPTED IN OPEN SESSION 6/29/99
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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