

**SECOND AMENDMENT TO BULK STANDARD SERVICE AND RIGHT OF  
ENTRY AGREEMENT**

This Amendment (this "Amendment") is entered into as of June 1, 2009, by and between Bright House Networks, LLC as successor to Time Warner Entertainment-Advance/Newhouse ("BHN") and Trailer Estates Park and Recreation District, ("District"), and amends that certain Bulk Standard Service and Right of Entry Agreement dated as of September 1, 1999, by and between BHN and District (the "Prior Agreement").

In consideration of the terms and conditions and mutual promises contained herein, the parties agree as follows:

**Amendment to Prior Agreement**

1. The language of Section 2 "Bulk Standard Service Term." is being deleted in its entirety and replaced with the following language.

"The 'Bulk Standard Service Term' shall commence on the date of the Agreement and shall remain in effect through October 31, 2012 and shall be automatically renewed for successive three (3) year terms thereafter, unless District 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 renewal term."

**Integration and Modification**

This Agreement together with the Prior Agreement, and all rights granted hereunder, constitutes the entire agreement between the parties concerning this subject. No modification of this Agreement or the Prior Agreement shall be enforceable unless in writing and executed with the same formalities by the parties or their lawful assignees. The conditions, restrictions and provisions contained in this Agreement and the Prior Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

*T. J.*

*Sorry I messed  
you. Here it is.*

*Dan*

Trailer Estates Park and Recreation District  
Second Amendment to Bulk Standard Service and Right of Entry Agreement

TE RESP 8.25.09 PRR 000021

IN WITNESS WHEREOF the parties have executed this Second Amendment to Bulk Standard Service and Right of Entry Agreement as of the date first above written.

Trailer Estates Park and Recreation District

Bright House Networks, LLC

By: *John C. Vander Molen*

By: \_\_\_\_\_

Print: *John C. Vander Molen*

Rosemary Carlson

Title: *1<sup>ST</sup> Vice Chair T.E.*

Vice-President/General Manager

Date: *7/6/2009*

Date: \_\_\_\_\_

Trailer Estates Park and Recreation District  
Second Amendment to Bulk Standard Service and Right of Entry Agreement

T E RESP 8.25.09 PRR 000022

**BULK STANDARD SERVICE AND RIGHT OF ENTRY AGREEMENT**

This Agreement is made and entered into as of Sept 1st, 1999 by and between Trailer Estates Park and Recreation District ("District") as duly authorized representatives of the property owners 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. District represents the property owners of the property located in **Manatee County, Florida** known as **Trailer Estates** (the "Premises"), which consists of twelve hundred and ninety one (1,291) residential 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, as defined below, to the Premises. 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 **sixty-four (64)** 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 District 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, District 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. Upon initial activation of Standard Service, for each dwelling unit, and without cost to District or unit owner, Time Warner shall perform the following. a). Activate Bulk Standard Service to each existing outlet where the design and wiring for the outlet meets the specifications as necessary to provide the Services. b). Replace up to a maximum of four existing outlets where the wiring does not meet the specifications necessary and apply a reasonable good faith effort to accomplish same. An existing outlet is defined as having a separate and dedicated wire running from an internal location to an external location. In the event an existing outlet cannot be replaced by applying a reasonable good faith effort, Time Warner shall install, as a substitute, an outlet at a location which is common to an outside wall and as desired by unit owner. c). In the event there is only one existing outlet in a dwelling unit, Time Warner shall install an outlet at a location which is common to an outside wall and as desired by unit owner.

Installation, relocation or replacement of outlets not herein included, or custom installations, shall be done at then published Time Warner rates charged to residents of individual units and not to the District.

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 three (3) year terms thereafter, unless District 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.** District shall pay Time Warner \$8.75 per month for each unit wired for Standard Service, of which all units will be wired, regardless of whether such unit is occupied. District also shall pay all applicable taxes and franchise fees, which taxes and fees may increase from time to time. Time Warner understands that District is exempt from State Sales Tax with a classification as a Governmental Unit by the State of Florida with Certificate Number 51-02-028245-52C. Time Warner may increase the rates January 1, 2001 and annually thereafter for Bulk Standard Service upon 30 days' written notice to District, provided, however, that such rates shall be in compliance with any applicable laws and regulations and shall not exceed 5% of the then current rate. All statements rendered by Time Warner to District 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, District shall be in breach of this Agreement and Time Warner may terminate the Agreement and seek and accelerate all damages resulting from District's failure to pay. Notwithstanding other provisions of this Agreement and in addition to any other remedy available to Time Warner at law or in equity, upon a breach by District during the Bulk Standard Service Term, Time Warner shall have the right, in its sole discretion, on thirty days' written notice to District 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, Time Warner 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 Time Warner and shall be billed to individual residents of the Premises.

5. **Time Warner's Access Rights.** District hereby grants and conveys to Time Warner irrevocable access rights in, on, over, across, under and throughout the Premises limited to land owned by the district, 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. This access right shall continue in effect for the duration of the Bulk Standard Service Term and for 90 days thereafter to effect any removal of the System. Time Warner and District stipulate that any failure by District to strictly provide Time Warner its access rights to the Premises, or any interference with those rights, is material and will cause Time Warner immediate irreparable injury and entitles Time Warner to equitable relief. Time Warner fully understands that Trailer Estates consists of platted subdivision in which the lots are individually owned, and that as such the lots are not land owned by the District.

6. **Alterations to Premises.** Time Warner 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.

7. **Ownership of the System.** The Services Delivery System and all such other properties placed on the Premises by Time Warner shall be and remain the sole property of Time Warner Communications. None of the Services Delivery System or other properties placed on the Premises by Time Warner shall be deemed to be affixed to or to become a part of the Premises. Time Warner 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 Time Warner, and any equipment, facilities, antennas, pipes, conduits, poles, pedestals, vaults, active or passive devices, converters, cables and wires placed on the Premises by Time Warner during the term of this agreement and which are to be used by Time Warner to deliver Services under this Agreement.

Time Warner may remove any and all of the Services Delivery System and any of the other properties placed on the Premises by Time Warner at any time following the expiration of the term of this Agreement. If Time Warner damages the Premises when it removes the Services Delivery System or any of its other properties from the Premises, Time Warner will repair and restore such damage. If any of the Services Delivery System or other property of Time Warner is not removed from the premises, then Time Warner 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. If Time Warner so elects, it may lease any portion of the Services Delivery System to District or any other party following expiration of this Agreement pursuant to such terms and conditions as may be agreed to by such parties. Time Warner and District agree that any use by District or any third party of the Services Delivery System or any other property of Time Warner located on the Premises, whether with or without the consent of Time Warner, shall not disturb Time Warner's continued right to ownership of any such property.

8. **Service Limitations.** Time Warner's only liability for interruption of Bulk Standard Service shall be to make available to District 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 Time Warner's control.

9. **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.

10. **Entire Agreement.** This Agreement and the related Memorandum of Agreement contain the entire agreement between the parties. This Agreement may not be altered, except by instrument in writing. The invalidity of any of the provisions contained herein shall not affect the validity of any other provisions herein.

11. **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.

12. **Closed Circuit In-House Channel.** Time Warner shall provide and install equipment and wiring necessary for District to utilize as an In-House Channel via the System on the Premises. The equipment exclusive of the wiring shall be owned by District who shall be responsible for the maintenance and repair of the equipment. Time Warner will provide the necessary bandwidth capacity on the System to accommodate the In-House Channel and shall designate the Cable Channel position for same. District agrees not to use the In-House channel for any purpose that would be contrary to local, state or federal law. District hereby indemnifies and holds Time Warner harmless for any claims, liability or damages that may accrue or arise as a result of District's use of the In-House channel and equipment. District acknowledges that Time Warner's channel line up may change from time to time and that District may be compelled by such change to re-assign the location of the In-House channel. If District elects to relocate the In-House channel to another channel number, then District will reimburse Time Warner for any and all expenses incurred by Time Warner to relocate same. No reimbursement shall be due if the relocation is at the request of Time Warner, its successors or assigns.

13. **Governmental Buildings.** Time Warner shall install and provide courtesy Bulk Standard Service service to Governmental Buildings on the property in accordance with its Franchise Agreement with Manatee County, Florida. Time Warner shall install and provide courtesy Bulk Standard Service to other locations on the property, as mutually agreed between Time Warner and District, if the total number of said locations, being a combination of Governmental Buildings and other buildings on the Premises, does not exceed thirteen (13).

14. **Existing Programming Agreements.** Time Warner shall buyout or otherwise cause to be cancelled existing programming agreements which District has in effect on the date this Agreement and as evidenced by Exhibit C and D.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 3<sup>RD</sup> day of MAY, 1999.

DISTRICT:

By: Russell M. Reed  
(Signature)

Name: **Russell M. Reed**  
Title: **Chairman**

By: Roger 'Pat' Wilcox  
(Signature)

Name: **Roger 'Pat' Wilcox**  
Title: **1st Vice President**

By: John C. VanderMolen  
(Signature)

Name: **John C. VanderMolen**  
Title: **Treasurer**

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1999, by Russell M. Reed, Roger 'Pat' Wilcox and ~~A. Wayne Hamblen~~. They are personally known to me and did not take an oath.

John Vander molen

Thelma Jo Slate  
(Signature)

Thelma Jo Slate  
(Printed Name)



**Thelma Jo Slate**  
**My Commission CC621548**  
**Expires April 26 2001**  
**Bonded By ANB**  
**800-852-5878**

**NOTARY PUBLIC, STATE OF**  
4-26-2001  
(Commission Expiration Date) (Serial Number, If Any)

**Time Warner Entertainment - Advance/Newhouse GP**

By: Rosemary R. Carlson  
Rosemary R. Carlson

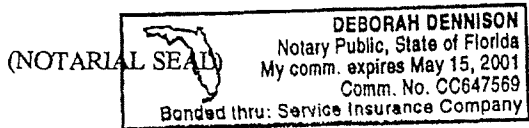
Title: **Vice President/General Manager**  
Address: **3526 9th Street West, Suite A**  
**Bradenton, FL 34206**  
Attn: **Commercial Development**

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1999, by Rosemary R. Carlson. She is personally known to me and did not take an oath.

Deborah Dennison  
(Signature)

Deborah Dennison  
(Printed Name)



**NOTARY PUBLIC, STATE OF**  
May 15, 2001 CC647569  
(Commission Expiration Date) (Serial Number, If Any)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PREMISES**

- (a) Trailer Estates Subdivision as recorded in Plat Book 8, page 138, of the Public Records of Manatee County, Florida. First Addition to Trailer Estates Subdivision as recorded in Plat Book 9, page 71, of the Public Records of Manatee County, Florida.
- (b) Second Addition to Trailer Estates Subdivision as recorded in Plat Book 9, page 61, of the Public Records of Manatee County, Florida.
- (c) Third Addition to Trailer Estates Subdivision as recorded in Plat Book 10, Page 69 of the Public Records of Manatee County, Florida.
- (d) Fourth Addition to Trailer Estates Subdivision as recorded in Plat Book 11, page 66, of the Public Records of Manatee County, Florida
- (e) Fifth Addition to Trailer Estates Subdivision as recorded in Plat Book 12, page 55, of the Public Records of Manatee County, Florida.
- (f) The SW ¼ of the SE ¼ of the SE ¼ of Section 22, TWP. 35 S., Rge. 17 E.; LESS: Land Described in Deed Book 380, Page 451, Official Records Book 208, Page 156 & 157, Official Records Book 240, Pages 167 & 168, all of the Public Records of Manatee County, Florida; ALSO LESS: The South 133 feet and the East 290 feet of said SW ¼ of the SE ¼ of the SE ¼.  
AMENDED - CHAPTER 81-428
- (g) A tract of land in the SW ¼ of the SE ¼ of the SE ¼ of Section 22, Twp. 35 S. Rge. 17 E. of Manatee County, Florida, more particularly described as follows: From the NW corner of said SW ¼ of the SE ¼ of the SE ¼ of Section 22, run S. 88 degrees 30' East along the North line of said SW ¼ of the SE ¼ of the SE ¼, 14.74 feet; thence run S. 1 degree 48' West, 100 feet for a Point of Beginning; thence run S. 88 degrees 30' East, 130 feet to a point; thence run S. 1 degree 48' West, 50 feet to a point; thence run N. 88 degrees 30' West, 130 feet to a point; thence run N. 1 degree 48' East 50 feet to the Point of Beginning. AMENDED - CHAPTER 94-413
- (h) A tract of land in the SW ¼ of the SE ¼ of the SE ¼ of Section 22, Twp. 35 S. Rge. 17 E. of Manatee County, Florida, more particularly described as follows: From the NW corner of said SW ¼ of the SE ¼ of the SE ¼ of Section 22, run S. 88 degrees 30' East along the North line of said SW ¼ of the SE ¼ of the SE ¼, 14.74 feet; thence run S. 1 degree 48' West, 150 feet for a Point of Beginning; thence run S. 88 degrees 30' East, 130 feet to a point; thence run S. 1 degree 48' West, 50 feet to a point; thence run N. 88 degrees 30' West, 130 feet to a point; thence run N. 1 degree 48' East 50 feet to the Point of Beginning. AMENDED - CHAPTER 94-413
- (i) A tract of land in the SW ¼ of the SE ¼ of the SE ¼ of Section 22, Twp. 35 S. Rge. 17 E. of Manatee County, Florida, more particularly described as follows: From the NW corner of said SW ¼ of the SE ¼ of the SE ¼ of Section 22, run S. 88 degrees 30' East along the North line of said SW ¼ of the SE ¼ of the SE ¼, 14.74 feet; thence run S. 1 degree 48' West, 200 feet for a Point of Beginning; thence run 88 degrees 30' East, 130 feet to a point; thence run S. 1 degree 48' West, 50 feet to a point; thence run N. 88 degrees 30' West, 130 feet to a point; thence run N. 1 degree 48' East 50 feet to the Point of Beginning. AMENDED - CHAPTER 94-413 LEGAL DESCRIPTION.DOC

Block A of Trailer Estates Subdivision, as per plat thereof recorded in Plat Book 8 page 140 of the Public Records of Manatee County, Florida.

LEGAL DESCRIPTION.DOC

**Exhibit B**  
**Initial Bulk Standard Service Channel Lineup**

- 2 WCLF, CHANNEL 22, CLEARWATER, RELIGIOUS
- 3 WEDU, CHANNEL 3, TAMPA, PBS
- 4 WTOG, CHANNEL 44, ST. PETE, INDEPENDENT
- 5 WBHS, HOME SHOPPING SERVICE
- 6 WTTA, CHANNEL 38, ST. PETE, INDEPENDENT
- 7 WWSB, CHANNEL 40, SARASOTA, ABC
- 8 WFLA, CHANNEL 8, TAMPA, NBC
- 9 BAY NEWS 9, TIME WARNER
- 10 WTSP, CHANNEL 10, LARGO, CBS
- 11 WFTS, CHANNEL 28, TAMPA, ABC
- 12 WWWB, CHANNEL 32, LAKE LAND, INDEPENDENT
- 13 WTVT, CHANNEL 13, TAMPA, FOX
- 15 WBSV, CHANNEL 62, SARASOTA, INDEPENDENT
- 16 WUSF, CHANNEL 16, TAMPA, PBS
- 17 WXPX, CHANNEL 66, BRADENTON, INDEPENDENT
- 18 SNEAK PREVUE
- 19 TOWNCenter REAL ESTATE & CLASSIFIED ADVERTISING
- 20 MGA, MANATEE GOVERNMENT ACCESS
- 21 METV, MANATEE EDUCATIONAL TELEVISION
- 22 VALUE VISION, HOME SHOPPING SERVICE
- 23 WGN, CHICAGO'S SUPERSTATION
- 24 HISTORY CHANNEL
- 25 TBS, ATLANTA'S SUPERSTATION
- 26 TNT, TURNER NETWORK TELEVISION
- 27 ESPN, 24 HOUR SPORTS PROGRAMMING
- 28 SUNSHINE NETWORK
- 29 CNN, 24 HOUR IN DEPTH NEWS
- 30 HEADLINE NEWS, 24 HOUR NEWS SERVICE
- 31 ESPN2, 24 HOUR SPORTS PROGRAMMING
- 32 USA, SPORTS AND VARIETY
- 33 THE WEATHER CHANNEL, 24 HOUR WEATHER INFORMATION
- 34 THE DISCOVERY CHANNEL, NATURE SCIENCE & TECHNOLOGY
- 35 ANIMAL PLANET
- 36 NICKELODEON, FOR YOUNG PEOPLE
- 37 FOX NEWS
- 38 LIFETIME, HEALTH AND TODAY'S LIFESTYLES
- 39 SPORTS CHANNEL FL/CNN-SI
- 40 THE DISNEY CHANNEL
- 41 MSNBC
- 42 CNBC
- 43 THE NASHVILLE NETWORK, COUNTRY MUSIC AND ENTERTAINMENT
- 44 CNN-FN
- 45 CMT, COUNTRY MUSIC VIDEO
- 46 THE LEARNING CHANNEL, EDUCATIONAL PROGRAMMING
- 47 UNIVISION, SPANISH INTERNATIONAL NETWORK
- 48 A&E, ARTS AND ENTERTAINMENT
- 49 BET, BLACK ENTERTAINMENT NETWORK
- 50 C-SPAN, CONGRESS (HOUSE OF REPRESENTATIVES)
- 51 C-SPAN 2/E-ENTERTAINMENT, ENTERTAINMENT NEWS
- 52 FOX FAMILY CHANNEL
- 53 TURNER CLASSIC MOVIES
- 54 THE TRAVEL CHANNEL
- 55 COURT TV, LIVE COURTROOM DRAMA
- 57 HOME & GARDEN TV
- 58 CARTOON NETWORK, 24 HOUR CARTOON PROGRAMMING
- 59 SCI-FI
- 61 COMEDY CENTRAL, 24 HOUR COMEDY PROGRAMMING
- 62 MOVIE PLEX
- 63 FLIX, 50'S-80'S MOVIES
- 64 AMC, AMERICAN MOVIE CLASSICS
- 65 VH-1, VIDEO CONTEMPORARY MUSIC
- 66 MTV, VIDEO ROCK MUSIC
- 67 LEASED ACCESS/MEU
- 95 ODYSSEY, RELIGIOUS PROGRAMMING
- 96 QVC, HOME SHOPPING SERVICE
- 99 PREVUE GUIDE, DAILY PROGRAMMING HIGHLIGHTS

Channels provided and channel locations are subject to change and may appear at different locations on different tuners or cable converter boxes.

This instrument prepared by:

J. Kevin Carey, Esq.  
CARLTON FIELDS  
P.O. Box 3239  
Tampa, FL 33601

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is prepared and entered into by and between Time Warner Entertainment - Advance/Newhouse, a New York general partnership, Through Its Tampa Bay Division, d/b/a Time Warner Communications ("Time Warner") and Trailer Estates Park and Recreation District ("District").

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 Time Warner and the District.

2. In accord with the Agreement, Time Warner is entitled to provide Services to all residents of the Premises as defined in that Agreement. The Agreement further grants to Time Warner access rights to those portions of the of the Premises (more particularly described in attached Exhibit A) owned by the District.

District grants and conveys to Time Warner irrevocable access rights in, on, over, across, under and throughout the areas of the Premises owned by the District, 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. This access right shall continue in effect for the duration of the Bulk Standard Service Term and for 90 days thereafter to effect any removal of the System. District shall take all steps necessary to assure Time Warner's access to any part of the Premises owned by the District over which Time Warner does not have control for the same purposes.

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

DISTRICT:

By: Russell M. Reed  
(Signature)

Name: Russell M. Reed  
Title: Chairman

By: Roger 'Pat' Wilcox  
(Signature)

Name: Roger 'Pat' Wilcox  
Title: 1st Vice President

By: John C. VanderMolen  
(Signature)

Name: John C. VanderMolen  
Title: Treasurer

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1999, by Russell M. Reed, Roger 'Pat' Wilcox and ~~A. Wayne Hamblen~~ John VanderMolen. They are personally known to me and did not take an oath.



(NOTARIAL SEAL)

Thelma-Jo Slate  
My Commission **CC621538**  
Expires April 28 2001  
Bonded By ANB  
800-852-5878

Thelma Jo Slate  
(Signature)

Thelma-Jo Slate  
(Printed Name)

NOTARY PUBLIC, STATE OF Florida  
4-26-2001

(Commission Expiration Date) (Serial Number, If Any)

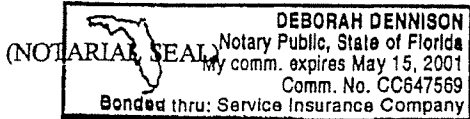
Time Warner Entertainment - Advance/Newhouse GP

By: Rosemary R. Carlson  
Rosemary R. Carlson

Title: Vice President/General Manager  
Address: 3526 9th Street West, Suite A  
Bradenton, FL 34206  
Attn: Commercial Development

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1999, by Rosemary R. Carlson. She is personally known to me and did not take an oath.



(NOTARIAL SEAL)

DEBORAH DENNISON  
Notary Public, State of Florida  
My comm. expires May 15, 2001  
Comm. No. CC647569  
Bonded thru: Service Insurance Company

Deborah Dennison  
(Signature)

Deborah Dennison  
(Printed Name)

NOTARY PUBLIC, STATE OF  
May 15, 2001 CC647569

(Commission Expiration Date) (Serial Number, If Any)