

## SERVICES AGREEMENT

This Services Agreement (the "Agreement") is dated June 11, 2008, and is between Comcast of Houston, LLC, a Delaware limited liability company (the "Company"), and The Villas Master Association, Inc., a Texas non-profit corporation (the "Association"), who owns certain real estate and improvements thereon located at The Villas Single Family Subdivision, consisting of Nine Hundred (900) single family homes plus any homes added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Harris County, Texas (the "County"). The Association desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. The System.

a) The Company has installed, and shall operate, maintain and repair, all facilities, except for the Inside Wiring (hereinafter defined) necessary to transmit the Services to the Premises (the "Company Wiring"). The cable home wiring necessary to transmit the Services to the individual homes has been installed (the "Inside Wiring"). All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company shall be responsible for all costs and expenses incurred by it in operating, maintaining and repairing the Company Wiring. The Company agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the Company Wiring, except as otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the operation of the Company Wiring.

b) Neither the Association nor anyone operating on its behalf shall tap into, use or otherwise interfere with the Company Wiring or any portion thereof for any purpose. The Company Wiring is and will remain the personal property of the Company. The Inside Wiring is and will remain the property of the individual home owners. The Company shall have the right to interconnect with and use any telephony inside wiring facilities, cross connect facilities and other telephony-related facilities owned or controlled by Association that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

2. Easement. The Association has the authority to grant and does hereby grant an easement in favor of the Company to place its lines across the Premises and to operate the Company Wiring, and shall cause such easement to run with the Premises. The Association hereby agrees to execute the form of easement attached hereto as Exhibit A.

3. Access. The Association shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, installing, maintaining, repairing, replacing or removing the Company Wiring or any other equipment and apparatus connected with the provision of the Services and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Association shall supply the names and street addresses of individual homes of residents at reasonable intervals. The Association shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

4. Delivery of Services. The Association has the authority to grant and does hereby grant to the Company during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises and to deliver the Services to the Premises, unless otherwise required by applicable law.

5. Fees and Charges for Services. Additional terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in the Bulk Bill Addendum attached hereto between Association and the Company. Except as set forth in the Bulk Bill Addendum, the Association assumes no liability or responsibility for service charges contracted for by individual residents. All billing and collections for service charges incurred by individual residents will be accomplished by the Company.

6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.

8. Interference. If any device or facility belonging to a resident or the Association does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Service to the Premises or, at the Company's discretion, to the individual home until such non-conformance is cured by the Association or resident, as the case

may be.

9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Association and the Company and their respective successors and assigns for a term of ten (10) years. This Agreement shall automatically renew for successive periods of two (2) years unless either party shall provide the other with a minimum sixty (60) days notice of its intention not to renew at the end of the then current term.

10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Association with a certificate evidencing such insurance.

11. Indemnification. The Company shall indemnify, defend and hold harmless the Association, its personnel, directors, agents and representatives from or against any and all claims, damage or expense arising out of the actions or omissions of the Company, its personnel, directors, agents and representatives with respect to the installation, operation, maintenance or removal of the System and the Services provided to residents at the Premises pursuant to this Agreement. The Association shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the actions or omissions of the Association, its personnel, directors, agents and representatives.

12. Limitation of Liability. THE COMPANY SHALL NOT BE LIABLE TO THE ASSOCIATION FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such sixty (60) day period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event if the defaulting party fails to do so within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority

to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

14. Removal of Company Wiring.

a) Upon expiration or termination of this Agreement for any reason, the Company shall have a period of six (6) months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by the removal of the Company Wiring.

b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in section (a) shall be tolled for as long as the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the individual homes on the Premises after the termination or expiration of this Agreement, in which case the Company shall have the right to continue to own and use the Company Wiring to provide the Services. This Section shall survive the termination of this Agreement.

15. Dispute Resolution. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with broadband systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party all costs of the arbitration, including reasonable attorneys' fees.

16. Marketing Support. Association shall provide exclusive Marketing Support for Company for the Services. The term "Marketing Support" shall include, but not be limited to, Association's presentation of the Company's marketing materials for the Services, including, but not limited to multi-channel video, high speed Internet and voice services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company.

17. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment

or facilities not belonging to Company (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the Company.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Association sells, assigns, transfers or otherwise conveys the Premises to a third party, the Association shall give the Company prior written notice of such change of Associationship or control. Association shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Association:

The Villas Master Association  
c/o Association Management, Inc.  
5295 Hollister Street  
Houston, Texas 77040  
Attn.: Kristin Banner

If to the Company:

Comcast of Houston, LLC  
8590 West Tidwell Road  
Houston, Texas 77040  
Attn.: VP/GM

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

g) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

h) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSOCIATION

WITNESS/ATTEST

The Villas Master Association, Inc.  
By: R-West Development, Co.

Kristin Bannar  
Name: Kristin Bannar

By: Renee West  
Name: Renee West  
Title: President, R-West Development, Co.

COMPANY

ATTEST:

Comcast of Houston, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: Tony Speller  
Name: Tony Speller  
Title: Senior Vice President / Houston Region

STATE OF TEXAS \_\_\_\_\_ )

) ss.

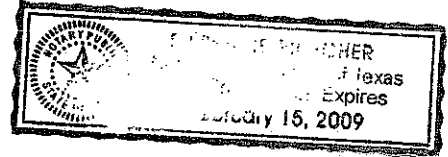
COUNTY OF HARRIS \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2008 by Renee West (name), the President (title) of the Villas Master Association (entity), on behalf of said entity. He/she is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification and did not take an oath.

Witness my hand and official seal.

Stephanie Pulscher Notary Public  
(Print Name)

My Commission expires: 2/15/09



STATE OF TEXAS \_\_\_\_\_ )

) ss.

COUNTY OF HARRIS \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 11 day of \_\_\_\_\_, 2008 by Tony Speller, of Comcast of Houston, LLC, on behalf of said entity. He is personally known to me and did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
(Print Name)

My Commission expires: \_\_\_\_\_



EXHIBIT A

(see attached)

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## GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 11 day of June 2008 by and between Comcast of Houston, LLC, its successors and assigns, hereinafter referred to as "Grantee" and The Villas Master Association, Inc., hereinafter referred to as "Grantor". Grantor and Grantee are parties to a Services Agreement dated JUNE 11, 2008, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Harris, State of Texas described as follows:

### LEGAL DESCRIPTION:

(See Attached)

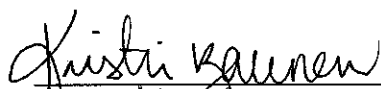
Grantor(s) agree for themselves and their heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

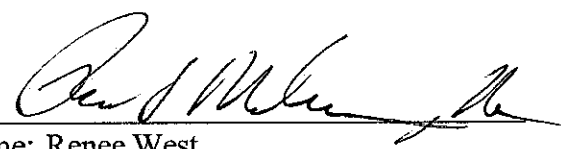
This Easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.

GRANTOR

WITNESS/ATTEST

The Villas Master Association, Inc.  
By: R-West Development, Co.

  
Name: Kristin Banner

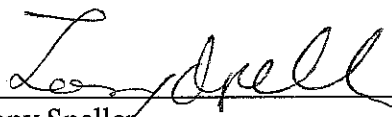
By:   
Name: Renee West  
Title: President, R-West Development Co.

GRANTEE

ATTEST:

Comcast of Houston, LLC


\_\_\_\_\_  
Name: \_\_\_\_\_

By:   
Name: Tony Speller  
Title: Senior Vice President / Houston Region

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2008  
by Renee West (name), the President (title)  
of The Villas Master Association (entity), on behalf of said entity. He/she is  
personally known to me or has presented (type of identification) as  
identification and did did not take an oath.

Witness my hand and official seal.

  
Stephanie Pulscher Notary Public  
(Print Name)

My Commission expires: 2/15/09



STATE OF TEXAS )  
 ) ss.  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008  
by Tony Speller, of Comcast of Houston, LLC, on behalf of said entity. He is personally known  
to me and did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
(Print Name)

My Commission expires: \_\_\_\_\_

LEGAL DESCRIPTION

[see attached]

EXHIBIT B  
BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (the "Bulk Addendum") is made and entered into this 11 day of June, 2008 by and between Comcast of Houston, LLC (the "Company"), whose address is 8590 West Tidwell Road, Houston, Texas 77040 and The Villas Master Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at The Villas Single Family Subdivision (the "Premises"), consisting of Nine Hundred (900) residential individual homes. This Bulk Addendum supplements that certain Services Agreement dated June 11, 2008 by and between Association and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

1. The Company agrees to provide the Bulk Service to up to four (4) outlets in each of the Nine Hundred (900) individual homes. As of the date of this Bulk Addendum, Bulk Service consists of the channel lineup set forth on Exhibit C attached hereto which is subject to change from time to time. The Bulk Service does not include receivers, remotes or CableCards that may be necessary to receive the Bulk Service. The Association shall pay the Company a monthly per individual home service fee for Bulk Service equal to the following (regardless of the number of outlets in each individual home), plus all applicable taxes and fees:

Year One:	\$31.03 per individual home
Year Two:	\$32.51 per individual home
Year Three:	\$33.98 per individual home
Year Four:	\$35.46 per individual home
Year Five:	\$36.94 per individual home
Year Six:	\$38.42 per individual home
Year Seven:	\$39.89 per individual home
Year Eight:	\$41.37 per individual home
Year Nine:	\$42.85 per individual home
Year Ten:	\$44.33 per individual home

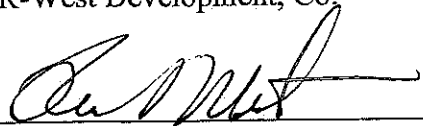
The parties acknowledge that all Nine Hundred (900) homes are not yet constructed on the Premises. As homes are being constructed, the Company shall charge the applicable per individual home fee to the Association for only those fully constructed homes until such point when all homes on the Premises are constructed, when the Owner shall pay to the Company the per individual home charge for all homes on the Premises. The Owner shall provide the Company the addresses of the fully constructed homes promptly following completion of construction on each home.

2. Any hearing impaired or legally blind individual home owner who does not occupy the individual home with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnect fees, penalties or subsequent service charges.

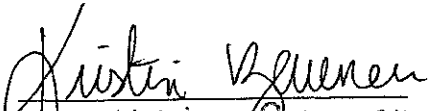
3. Monthly per individual homes service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to an administrative fee of 1% per month if not paid within fifteen (15) calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to Association in the event payment of the monthly per individual home service fee remains unpaid for sixty (60) days.
4. In addition to the Bulk Service, the Company may provide to individual residents certain optional services, including, but not limited to, multi-channel video, internet and voice services ("Additional Services"). Additional Services will be addressed in separate agreements with individual home residents. Association assumes no liability or responsibility for service charges for Additional Services contracted for by individual residents.
5. Association acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to Association or anyone claiming through Association. Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to Company or any other reason beyond the reasonable control of Company.
6. This Bulk Addendum shall be effective as of the date set forth above and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by either party for any reason, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.
7. Association may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.
8. The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

ASSOCIATION

The Villas Master Association, Inc.  
By: R-West Development, Co.

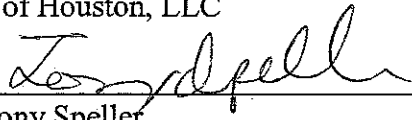
By:   
Name: Renee West  
Title: President, R-West Development, Co.

WITNESS/ATTEST

  
Name: Kristin Bannex

COMPANY

Comcast of Houston, LLC

By: 

Name: Tony Speller

Title: Senior Vice President / Houston Region

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_



EXHIBIT C  
Channel Lineup\*

2	KNWS 51	41	DISNEY CHANNEL
3	KZJL 61	42	ANIMAL PLANET
4	KTXH	43	NICKELODEON
5	KHCW	44	E! ENTERTAINMENT
6	KTMD 48 - TELEMUNDO	45	CNBC
7	KPXB - PAX 49	46	BET
8	KUHT - PBS 8	47	HOME & GARDEN TELEVISION
9	KRIV - FOX 26	48	WE - WOMENS ENT.
10	KXLN - UNIVISION	49	VERSUS
11	KHOU - CBS 11	50	GALAVISION
12	KPRC - NBC 2	52	FOOD NETWORK
13	KTRK - ABC 13	56	CSPAN
14	KETH 14- TBN	57	AMC -MOVIE CLASSICS
15	KFTH 67 - TELEFUTURA	58	HISTORY CHANNEL
16	HBO	59	COMEDY CENTRAL
17	HOUSTON MEDIA SOURCE	60	SCI-FI
18	HOUSTON ISD	61	VH-1
19	HCC TV	62	TRAVEL CHANNEL
20	KLTJ 22	63	TLC - LEARNING CH.
21	USA	64	HOME SHOPPING NETWK
22	CARTOON NETWORK	65	NATONAL GEOGRAPHIC
23	A&E	66	DISCOVERY HEALTH
24	HALLMARK CHANNEL	68	GOLF CHANNEL
25	CNN	69	BRAVO
26	CNN HEADLINE NEWS	70	ABC FAMILY
27	WEATHER CHANNEL	71	COURT TV
28	QVC NETWORK	72	FX
29	DISCOVERY	73	MSNBC
30	MTV		
31	TBS		
32	SPIKE TV		
33	ESPN		
34	ESPN 2		
35	ESPN CLASSIC		
36	TNT		
37	FOX SPORTS NET		
38	FOX NEWS CHANNEL		
39	TURNER CLASSIC MOVIES		
40	LIFETIME		

\*The Company reserves the right to change the channel line up from time to time.