

R&S INTERNET LLC

MASTER SHARED INTERNET SERVICE AGREEMENT

(June 16, 2006)

R&S INTERNET LLC, an Oregon limited liability company ("**R&S**") will provide shared internet service (the "**Service**") to Arbor Pointe, a subdivision with the City of Tigard, Washington County, Oregon (the "**Property**") pursuant to the terms and conditions set forth in this Master Shared Internet Service Agreement (this "**Agreement**") with **ARBOR POINTE HOMEOWNERS ASSOCIATION**, an Oregon non-profit corporation (the "**Association**").

TERMS AND CONDITIONS

1. **Service.** R&S will provide the Service in accordance with terms of this Agreement to each owner or tenant of a lot within the Property who executes and complies with a Service Agreement and Acceptable Use Policy and Agreement with R&S ("**Subscriber**").

2. **Term.** The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of three (3) years from such date. The term of this Agreement shall automatically renew for a successive five (5) year term unless either party elects to terminate this Agreement by written notice to the other party given not less than ninety (90) days prior to the renewal date.

3. **Termination of Service to Subscriber.** R&S shall have the right to terminate Service to any Subscriber who ceases to occupy the Property or who violates any of the terms and conditions of R&S's Subscriber Agreement or Acceptable Use Policy and Agreement.

4. **Lines and Equipment.** The Association hereby grants a license to R&S for the right of access to use, operate and all rights of ingress and egress for all equipment vaults, wiring, lines and any related equipment within the Property to the point where the wiring enters the Subscriber's lot. R&S will provide and maintain the equipment within the vaults and outside of the Property as necessary to provide the Service ("**R&S Equipment**").

5. **Cost of Service.** Association shall pay to R&S monthly on the first day of each month an amount equal to \$40.00 times the number of lots in the Property, commencing as to each lot on the move-in date of the initial occupant of the lot. Such amount shall be payable without regard to whether or not the owner or tenant of any lot elects to utilize the Service and without regard to whether R&S has declined to provide Service to any lot due to failure of the owner or tenant to sign a Service Agreement and Acceptable Use and Agreement or to comply with the terms and conditions of such Agreements.

6. **Termination.** This Agreement shall terminate in the event of any of the following:

a. Election by either party not to renew the term of this Agreement by written notice to the other party given not less than ninety (90) days prior to the expiration of the current term.

b. Upon ten (10) days written notice by R&S to Association in the event of breach of this Agreement by Association.

7. **Removal of R&S Equipment.** R&S shall have up to thirty (30) days following any termination of this Agreement in which to remove the R&S Equipment from the Property.

8. **Notice to Subscribers.** It will be the responsibility of the Association to notify each new owner of a lot within the Property of the availability of the Service and the requirement that such owner contact R&S to make arrangements for the Service, including execution of a Subscriber Agreement and Acceptable Use Policy and Agreement.

9. **Assignment.** R&S may assign its rights and obligations under this Agreement, without prior notice, to any affiliate of R&S, to any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of R&S or any affiliate of R&S, or to any person or entity purchasing or otherwise acquiring the R&S system serving the Property. For purposes of this Agreement, "**affiliate**" means any entity that controls, is controlled by or is under common control with R&S. This Agreement may not be assigned or transferred by Association without R&S's prior consent.

10. **Notice.** Notices under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective on the second day after deposit as registered or certified mail, postage prepaid, directed to the other party at the address shown below. Either party may change its address for notices by at least fifteen (15) days advance written notice to the other.

R&S INTERNET LLC
15500 SW Jay Street
Beaverton, Oregon 97006

ARBOR POINTE HOMEOWNERS ASSOCIATION
15500 SW Jay Street
Beaverton, Oregon 97006

11. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provisions shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

12. **Attorneys' Fees.** In the event suit, arbitration or action is instituted to interpret or enforce in terms of this Agreement or to rescind this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may judge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

13. **Applicable Law.** This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

14. **Changes in Writing.** This Agreement and any of its terms may only be changed, waived, discharged or terminated by written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

15. **Invalidity of Provisions.** In the event any provision of this Agreement is declared invalid or is unenforceable for any reason, such provision shall be deleted from this Agreement and shall not invalidate any other provisions contained in this Agreement.

16. **Disclosure.** Association acknowledges that R&S and Arbor Custom Homes are affiliates.

R&S INTERNET LLC,
an Oregon limited liability company

By: _____

Member

**ARBOR POINTE HOMEOWNERS
ASSOCIATION,**
an Oregon non-profit corporation

By: _____

President