



Dear Lansdowne on the Potomac Customers,

Attached please find the Communications Services Agreement for your review and signature. In order for us to execute and process this Agreement, we ask that you follow the steps outlined below:

1. Review this Agreement prior to your OpenBand consultation.
2. Call OpenBand to schedule your consultation within "X" number of days after writing your Contract – as stated in your Contract (all Builders have different schedules).
3. Bring this Agreement with you to your OpenBand consultation. You will be asked to sign this Agreement during your consultation.
4. Basheer & Edgemoore and Equity buyers do not meet with OpenBand prior to settlement. We ask that these buyers review the Agreement, sign it and return it to the Builder Sales Agent prior to settlement.

If you have any questions regarding the Communications Services Agreement, please contact me at 703-723-8906 or via email at lshultz@lansdownedev.com.

Thank you for your assistance.

Sincerely,


Laurie A. Shultz
Marketing Director

COMMUNICATIONS SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), effective as of the date of execution by Homeowner(s), is entered into by and among the purchaser of a residential dwelling in Lansdowne on the Potomac (referred to herein as "Homeowner(s)"), Lansdowne on the Potomac Homeowners Association, Inc. (the "HOA"), OpenBand at Lansdowne, LLC ("OBL"), OpenBand of Virginia, LLC ("OBV"), and OpenBand Multimedia, LLC ("OBM") ("OBV" and "OBM" shall be referred to collectively as "OpenBand") (all above-named entities referred to herein collectively as the "Parties").

In consideration of the promises and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Homeowner(s), the HOA, OBL, and OpenBand hereby agree as follows.

1. The Parties acknowledge that the HOA has executed an agreement (the "HOA Agreement") with OBL providing that OBL shall make available to residents of the residential development commonly know as Lansdowne on the Potomac located in Loudoun County, Virginia (" the Development") (i) a basic suite of telephone, video, and internet services ("Platform Services"), as specifically defined in the HOA Agreement, and (ii) at the request of Homeowner(s), Premium Services and Supplemental Services as defined in the HOA Agreement (collectively, "Additional Services").

2. The Parties acknowledge that OBL has subcontracted the provision of Platform and Additional Services to OpenBand, who is a qualified provider of such services. Under this Agreement, (i) where the Platform Services or Additional Services to be provided are related to providing regulated telephone services, all references to OpenBand shall mean OBV; and (ii) where the Platform Services or Additional Services to be provided are not related to providing telephone services, all references to OpenBand shall mean OBM.

3. The Parties acknowledge that Lansdowne Community Development, LLC (“Developer”), through its wholly owned subsidiary, LCD Communications, LLC, holds an ownership interest in OBL.

4. The Parties acknowledge that applicable charges for Platform Services will be included as a part of the Homeowner(s)’ mandatory HOA assessment in accordance with the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions dated June 18, 2001, as amended from time to time (“HOA Assessment”). Homeowner(s) agree to be responsible for and to pay such HOA Assessment, commencing immediately upon the date of closing, regardless of whether Homeowner(s) use or subscribe to the Platform Services. By executing this Agreement, Homeowner(s) covenant to notify any subsequent purchaser of Homeowner(s)’ property in the Development (“Resale Purchaser”) that OpenBand is the service provider for the Resale Purchaser and that Resale Purchaser should contact OpenBand immediately regarding receipt of Platform Services.

5. Homeowner(s) acknowledge that if Homeowner(s) desire to obtain Additional Services, Homeowner(s) shall have the option, but not the obligation, to engage OpenBand to provide specifically identified Additional Services. If Homeowner(s) wish to subscribe to Additional Services from OpenBand, Homeowner(s) must contact OpenBand directly concerning such provision. In such event, Homeowner(s) will be permitted to contract directly with OpenBand for such Additional Services and to pay additional sums to OpenBand in accordance with the terms and applicable rate schedules set forth from time to time by OpenBand, as may be amended.

6. The service terms for Platform Services (that relate to telephone service) and the service and payment terms for Additional Services (that relate to telephone service) are found in OpenBand's tariff (the "Tariff") on file with the Virginia State Corporation Commission ("VSCC"), which is incorporated herein by reference. In addition, (i) service terms for all Platform Services and (ii) service and payment terms for Additional Services are found in OpenBand's terms and conditions (the "T&C's"), which are incorporated herein by reference. OpenBand's Tariff and T&C's are posted on the OpenBand website at www.openband.net ("Website") or may be obtained by sending a written request to: **OpenBand, 3725 Concorde Parkway, Chantilly, VA 20151 attention: Customer Service Department.** Homeowner(s) acknowledge that to the extent this Agreement conflicts with the Tariff(s), T&C's and/or the Website, the Tariff(s), T&C's and/or the Website shall control.

7. Homeowner(s) acknowledge that late charges may be imposed by the HOA on disconnected or delinquent accounts for Platform Services. Failure to pay in a timely manner

may adversely affect Homeowner(s)' credit history. Homeowner(s) agree that in the event Homeowner(s)' account is placed in the hands of any agency for collection or legal action, Homeowner(s) shall pay additional charges equal to OpenBand's cost of collection.

8. Homeowner(s) acknowledge that Homeowner(s) have the option, in Homeowner(s)' sole discretion, to obtain any services, including Platform Services or Additional Services, from any and all providers other than OpenBand ("Alternative Provider"). In such event, Homeowner(s) will not be relieved of Homeowner(s)' obligation to pay for Platform Services as part of their HOA Assessment, but will not be required to pay for any Additional Services (except to the extent Homeowner(s) have subscribed for such Additional Services).

9. Homeowner(s) hereby acknowledge that, in the event that the HOA Agreement is terminated pursuant to Section 6.4 of the HOA Agreement, Homeowner(s) shall receive notice and Homeowner(s) shall, in such event, continue to receive Platform Services from OpenBand at OpenBand's then-prevailing price (which may be amended from time to time) until such time as Homeowner(s) affirmatively elect to receive Platform Services from another provider. In the event that Homeowner(s) continue to receive Platform Services from OpenBand after the HOA Agreement is terminated pursuant to Section 6.4 of the HOA Agreement, Homeowner(s) acknowledge that charges for such Platform Services will then and thereafter be billed by and payable to OpenBand. Homeowner(s) agree that in such event Homeowner(s) will be responsible for and will pay applicable charges for Platform Services to OpenBand.

10. OpenBand, the HOA, Developer, OBL, and their respective affiliates, successors, and assigns (individually and collectively) (collectively the "Related Parties") shall not be liable

for damages to Homeowner(s)' premises resulting from OpenBand's entry upon and over the premises for Maintenance Purposes unless the damage is caused by OpenBand's gross negligence or willful misconduct.

11. Homeowner(s) agree that the Related Parties shall not be liable for loss, liability, or damage resulting from any failure or interruption of service, directly or indirectly caused by, or proximately resulting from any circumstances beyond their control, including, but not limited to, failure of the television signal at the transmitter for any cause whatsoever; denial of use of facilities of the other telephone companies or power company; strike; labor dispute; fire; flood; riot; invasion; war; act of terrorism; aircraft explosion; earthquake; wind; tornado; severe unusual weather; an act of God; failure of performance of a common carrier; failure of performance by a public utility; government action or inaction; vandalism; failure of performance by an entity providing prerequisite services related to the provision of Platform Services or Additional Services; malicious mischief; failure or reduction of power; any mechanical or channel dislocation; or any court order, law or ordinance, civil or military, restricting or prohibiting the use or operation of the system by OpenBand. Homeowner(s) agree that the Related Parties are not responsible for the operation, maintenance, service or repair of Homeowner(s)' television, telephones, or computers. Homeowner(s) agree that the Related Parties shall have no liability to Homeowner(s) to the extent of any failure to perform the Related Parties' obligations hereunder for any equipment failure(s) not due to the action or inaction of OpenBand so long as OpenBand timely performs under the Disaster Recovery Plan.

12. Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in this Agreement, the liability of the Related Parties to the Homeowner(s) for any Loss relating to or arising out of the performance of the Related Parties under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, shall not exceed in total the amount that the Related Parties charged or would have charged to the Homeowner(s) for the related performance.

13. The Related Parties shall not be liable to the Homeowner(s) for any consequential damages suffered by the Homeowner(s), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Homeowner(s) knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit the indemnification obligations of the Related Parties expressly set forth herein.

14. Homeowner(s) agree to indemnify and hold the Related Parties harmless from and against any and all claims, losses, costs, or expenses arising from Homeowner(s)' use of Platform and Additional Services.

15. Homeowner(s) agree to indemnify and hold the Related Parties harmless from any and all claims of any party renting from Homeowner(s) or using Homeowner(s)' premises arising out of the performance of this Agreement.

16. This Agreement and the Platform Services furnished hereunder, are not assignable nor can they be sublet, without the prior written consent of OpenBand.

17. Notwithstanding anything to the contrary contained herein, OpenBand and OBL reserve the right to modify this Agreement. All modifications will be effective upon thirty days (30) notice to the Homeowner(s). In addition to notice, modifications to this Agreement will be posted on the OpenBand Website, www.openband.net

18. The Related Parties shall not be liable for OpenBand's substitution of video programming.

19. With regard to Additional Services, this Agreement may be terminated (subject to applicable law) by OpenBand or OBL, without the Related Parties incurring any liability, and the equipment provided by OpenBand may be removed during normal business hours without prior notice if Homeowner(s):

- a) materially breache the covenants contained in this Agreement, or
- b) fail to pay the monthly service charges when due after reasonable notice of termination is given by OpenBand.

20. With regard to Platform Services, this Agreement may be terminated by OpenBand or OBL, without the Related Parties incurring any liability, if OpenBand receives from the HOA, pursuant to the HOA Agreement, a notice that the Homeowner(s) have failed to pay their HOA dues.

21. Upon disconnection or termination of Platform Services for any reason, Homeowner(s) shall be responsible for returning any OpenBand equipment to OpenBand by delivering such equipment to OpenBand's offices during normal business hours. In the event of the failure to return such equipment to OpenBand within five (5) business days of disconnection or termination, Homeowner(s) shall be responsible to OpenBand for the cost of replacement, or a charge of three hundred and fifty dollars (\$350.00) per converter, whichever is greater.

22. OpenBand's Privacy Policy is available on the OpenBand Website at www.openband.net.

23. Homeowner(s) acknowledge that applicable federal regulations restrict the ability of telephone companies to use or disclose customer proprietary network information ("CPNI"). CPNI is the information a telephone company has obtained about a customer that relates to the quantity, technical configuration, type, destination, and amount of use of a telecommunications service subscribed to by that customer. Homeowner(s) agree to waive applicable CPNI restrictions and to authorize OpenBand to use Homeowner(s)' CPNI at OpenBand's discretion.

(SIGNATURE PAGE IMMEDIATELY FOLLOWING)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the day first written above, with the intent and expectation of being legally bound thereby.

**OPENBAND AT LANSDOWNE, LLC
OPENBAND OF VIRGINIA, LLC
OPENBAND MULTIMEDIA, LLC**

By: _____
Name: William Dean
Title: President

HOMEOWNER (S)

By: _____
Name:
Date:

By: _____
Name:
Date:

LANSDOWNE ON THE POTOMAC HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: Leonard Mitchel
Title: President