

VIACOM CABLEVISION
14870 NE 95th St
Redmond, WA 98052
(206) 745-8400

RIGHT OF ENTRY AGREEMENT (RENEWAL)
for
Bellewood Retirement Center

This Right of Entry Agreement (hereinafter called "Agreement") is made this 30th day of July, 1993, by and between TELE-VUE Systems, Inc., d/b/a Viacom Cable (hereinafter called "Viacom") and Bellewood Associates (hereinafter called "Owner").

1. In consideration of the mutual covenants set forth herein, Owner hereby grants Viacom the sole and exclusive right to continue to operate and maintain its Cable Television Distribution System (hereinafter called "System") in, on and through the 1 building(s) consisting of 91 units (hereinafter called "Building"), located at 3710 Providence Pt. Dr. S.E. in City of Issaquah, State of Washington, (hereinafter called "Premises"). The exclusive rights granted to Viacom hereunder shall also apply to any DBS, SMATV, MATV or similar communications or distribution service now existing or hereafter developed. The legal description of the Premises is as follows:

Located in the NE ¼ of Sec 16, T24N, R6E, W.M., King County, WA

2. All work on the System shall be completed in a professional, workmanlike manner, with consideration toward maintaining the aesthetic appearance of the Premises to the extent reasonably practicable. Viacom will bear all expenses involved with the operation and maintenance of the System and related equipment. All materials and electronic equipment installed on the Premises and maintained by Viacom shall, at all times be and remain the sole property of Viacom, its successors and assigns. Viacom shall be entitled to post on its equipment any notices or labels which it deems necessary to identify the ownership of the System, and no part of the System may be used at any time by or for the benefit of any party other than Viacom.
3. Viacom shall carry and maintain public liability insurance covering injury, accident and property damage that may be caused to person(s), the grounds, the building(s) or their contents as a result of Viacom's negligence in the installation and operation of the System. Owner shall be responsible for any Cable Distribution Facilities which are cut through, dug up, damaged or destroyed by Owner or Owner's agent. Such agents shall include, but are not limited to, landscapers, roofers, painters, and maintenance personnel. Neither the Owner, nor anyone operating on Owner's behalf or with Owner's permission will tap or otherwise interfere with the cable television lines.
4. Residents on the Premises shall have the option to subscribe to any and all cable television service(s) provided by Viacom. Unless a bulk rate agreement is in effect between Viacom and Owner, residents will be charged and billed individually for connection to the System and monthly service fees.
5. Owner shall continue to provide, without charge to Viacom, the right of access for installation, operation, maintenance, inspection, repair, removal, sales and disconnection of the System.
6. This Agreement shall remain in full force and effect for one (1) year from the date of execution of this Agreement and will be automatically renewed for one (1) year terms thereafter, unless a written notice of termination is served via certified mail by either party to the other no later than three (3) months prior to the expiration of any term. The conditions of this Agreement shall

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via certified mail by either party to the other no later than three (3) months prior to the expiration of any term. The conditions of this Agreement shall become effective on the date of signature by the agreeing parties. Notwithstanding the above, Viacom may terminate this Agreement without notice if it is unable to operate the System due to any governmental law, rule or regulation, or other reason beyond its control. Should either party fail to perform its material obligations set forth in this Agreement, and fail to cure such material breach within a reasonable time after written notice thereof, this Agreement may be terminated immediately by the other party and the terminating party shall not thereby waive any of its rights at law or equity with respect to such material breach.

7. Viacom shall indemnify and hold Owner harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) caused by Viacom's negligence or intentional misconduct (or that of Viacom's agent(s), employee(s), or contractor(s), in performing its obligations hereunder. Owner shall indemnify and hold Viacom harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) caused by Owner's negligence or intentional misconduct or that of its agent(s), employee(s) or contractor(s) in connection with its use of the System or ownership or operation of the Premises.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Nothing stated herein shall constitute a waiver of any rights which Viacom or Owner may have under any federal, state or local laws, rules, regulations or ordinance applicable to the installation, maintenance, repair and removal of cable television equipment and service.
9. This Agreement, together with any addenda attached hereto, contains the entire Agreement of the parties and supersedes all prior agreements and negotiations, whether written or oral. This Agreement shall not be amended except in writing, signed by both parties.
10. Owner hereby represents and warrants that the person executing this Agreement on behalf of Owner has all requisite authority to act on behalf of and bind Owner to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties executed this Agreement on the date first above written.

VIACOM CABLE

By *E. Brown*
Title Sr. Vice President
Date August 6, 1993

OWNER

By *Bejewel*
Title *Managing Partner*
Date 7/30/93

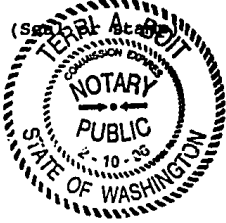
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STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) SS.

I certify that I know or have satisfactory evidence that ERIC
Wronen is the person who appeared before me, and said person acknowledged
that he/she signed this instrument, on oath stated the he/she was authorized to
execute the instrument and acknowledged said instrument as the SR V.P. Regional
Manager of Viacom Cable, to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

DATED: August 6, 1993.



Terrett A. Boett
Notary Public in and for the State of
Washington, residing at MINNIE TRUCKS
My appointment expires 2/10/95

STATE OF WASHINGTON)
COUNTY OF KING) SS.

I certify that I know or have satisfactory evidence that QUINTIS W.
BRADY is the person who appeared before me, and said person acknowledged
that he/she signed this instrument, on oath stated the he/she was authorized to
execute the instrument and acknowledged said instrument as the MANAGING
PARTNER of BELLEFLOOD ASSOCIATES to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

DATED: JULY 30, 1993.

(Seal or stamp)

Quintis W. Brady
Notary Public in and for the State of
Washington, residing at REDMOND
My appointment expires 9-15-94

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BELLEWOOD ASSOCIATES

P.O. BOX 278 • BELLEVUE, WA 98009 • (206) 455-1642

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July 30, 1993

Terry Leffel
Commercial Sales Representative
Viacom Cable
2316 So. State Street
Tacoma, WA 98405-2897

Re: Bellewood Retirement Center

Dear Terry:

This letter should be viewed as a confirmation of our telephone conversation today and a side letter relating to the Bulk Service Contract and Right of Entry Agreement executed this date by the undersigned with respect to the above captioned.

With respect to the Bulk Service Agreement, paragraph 3 is amended to delete the words "easement and" in the first line thereof. With respect to paragraph 4 and the provision which purports to give Viacom a reservation in the right to disconnect all services provided to any individual dwelling unit, it is understood that service to the individual dwelling unit will not be withheld in the circumstance wherein a successor resident occupies such premises and is not in default with respect to any charges for additional services made by Viacom.

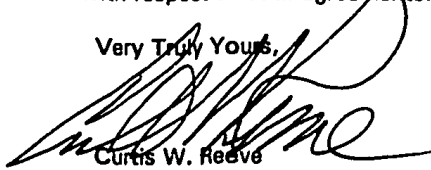
With respect to the Right of Entry Agreement the "definition of system" in paragraph 2 shall be limited to all materials and electronic equipment installed on the premises by Viacom. It is recognized by the parties that the owner of the premises retains full proprietary rights to all wiring and other components of the distribution system which were installed by owner.

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By the counter signature below, Viacom recognizes and agrees to the interpretation identified herein with respect to both agreements.

Very Truly Yours,



Curtis W. Reeve
Managing Partner
Bellewood Associates

8/6/93

Date

The undersigned on behalf of, and with appropriate authority acknowledges and agrees to the terms and conditions set forth in this letter and recognizes that this letter is a part of the Right of Entry Agreement and Bulk Service Agreement of even date.



Signature

Sr. Vice President

Title

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