

CHANNEL AGREEMENT

THIS CHANNEL AGREEMENT (this "Channel Agreement") is made and entered into on June 1, 2016, by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC (the "Company"), and The Club at La Peninsula, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 10 La Peninsula Boulevard _____ Naples, FL 34113 (the "Premises"), consisting of 176 residential units.

WHEREAS, the Company and the Association are parties to a(n) Installation and Services Agreement dated June 1, 2016 (the "Services Agreement"); and

WHEREAS, in connection with the Services Agreement, the Company agrees to provide channel space on its cable communications system (the "Company Wiring") serving the Premises which will allow the Association to provide information to residents of the Premises and/or perform certain monitoring functions as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Association and the Company hereby agree as follows:

1. The Company has installed the equipment which will allow the Association to insert on 1 channel(s) (the "Equipment") on the Company Wiring a modulated video source of non-commercial origin and content (hereafter known as the "Community Channel") for the purpose of monitoring certain areas on and around the Premises and/or inserting non-commercial messages of general interest to the residents of the Premises and for no other purpose. Video will be of a NTSC format (standard video). Audio (if used) will be non-commercial in content. Video and audio shall be technically compatible with the Company Wiring.
2. The Association will be responsible for purchasing and maintaining the Equipment and all other equipment necessary for the use and operation of Community Channel.
3. The Company, in its sole discretion, shall designate the channel or channels on which the Community Channel will appear. The Company reserves the right to change such channel or channels, in its sole discretion, at any time and for any reason.
4. The Association shall not relocate, tamper with or modify any of the Company's equipment located on the Premises.
5. The Company shall not be liable to the Association, or to any other person having an interest in the Premises, arising as a result of the installation of the Equipment or for damage to or failure of the Equipment or the Community Channel or for its use or operation.
6. The Association shall not use the Equipment or Community Channel for any unlawful purpose, including but not limited to, the transmission of material in violation of any federal, state or local regulation or law including but not limited to, material which is obscene, unlawful,

defamatory, or which infringes the intellectual property rights of any person. The Company reserves the right to immediately terminate this Channel Agreement and the Community Channel in the event the Association, its agents or representatives engage in any activities in violation of this paragraph or which violate the Company's franchise agreement, any laws, rules or regulations governing the operation of the Company Wiring, or any of the Company's business policies.

7. The Association agrees to indemnify, defend and hold the Company harmless from and against any and all claims and expenses (including reasonable attorney fees) resulting from the Association's violation of this Channel Agreement, the use of or inability to use the Community Channel.

8. Nothing contained in this Channel Agreement shall be construed to create a partnership, joint venture or other agency relationship between the parties.

9. Unless earlier terminated in accordance with the terms and conditions set forth herein, this Channel Agreement shall have a term concurrent with the term of the Services Agreement.

10. This Channel Agreement shall be governed and construed in accordance with the substantive laws of the state in which the Premises is located.

11. This Channel Agreement may not be modified except by a written instrument signed by both parties.

12. If any provision of this Channel Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Channel Agreement shall remain in full force and effect.

13. No delay or omission by either party to exercise any right or power which it has under this Channel Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any other breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

14. This Channel Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of such parties in connection herewith.


IN WITNESS WHEREOF, the parties hereto have caused this Channel Agreement to be executed by their duly authorized representatives as of the date first set forth above.

WITNESS/ATTEST:

ASSOCIATION

The Club at La Peninsula, Inc.

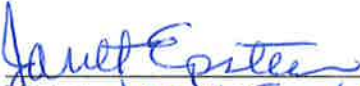

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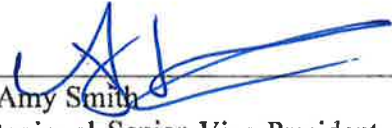
By: 
Name: Robert H. White
Title: President

COMPANY

ATTEST:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC


Name: Janet Epstein

By: 
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region

12/15/10