

## INSTALLATION AND SERVICES AGREEMENT

THIS INSTALLATION AND SERVICES AGREEMENT (this "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"), commonly known as "The Club at La Peninsula," consisting of 176 residential units plus any units 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 Naples, Florida (the "Franchise Area"). 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. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company 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 cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit has been installed at the Premises. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) Rebuild. The Company will commence a rebuild of the Company Wiring and cable home run wiring to replace existing coaxial cables with fiber optic cables and associated equipment 120 days after the execution of this Agreement by both parties (the "Rebuild"). The Association shall provide electrical power for the Company Wiring at the locations designated by the Company. The cable home run wiring installed as a part of the Rebuild will terminate at the optical network unit ("ONU"). The Association acknowledges and understands that the ONU may need to be installed on the interior of a unit and regardless of location will require electrical power supplied within the unit and that the installation of the cable home run wiring and ONU to a unit will require access from the resident of the unit. The ONU shall be part of the Company Wiring. The Association shall reasonably cooperate with and assist the Company as requested by the Company in the Rebuild.

c) The System. The System shall consist of the Company Wiring and the cable home run wiring.

d) Use and Maintenance of Wiring. The Association has the authority to grant and does hereby grant to the Company, at Company's expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Association nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The installation and use of the cable home wiring, consisting of the coaxial wiring after the first splitter within the units, will be contained in contracts between the Company and the individual unit residents. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Association within the units 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.

e) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System and any installation of wiring by the Company as provided for in paragraphs (a) and (b) of this Section except as otherwise provided in this Agreement.

f) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring is and will remain the property of the Association.

2. Easement. The Association has the authority to grant and does hereby grant to the Company non-exclusive easement to operate the Company Wiring (the "Easement"). 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, connecting, or disconnecting service, and installing, maintaining, repairing, replacing or removing 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. Upon request, the Association shall supply the name and unit numbers of residents at reasonable intervals. The Association shall reasonably 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 deliver the Services to the Premises, unless otherwise required by applicable law. The Association shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
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 the 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 24 hours a day, 7 days a week. The 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 Services to the Premises or, at the Company's discretion, to the individual unit 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 9 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 years unless either party shall provide the other with a minimum 90 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 and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System; any installation of such wiring by the Company as provided for in Section 1 of this Agreement; the Services provided to residents at the Premises pursuant to this Agreement or a breach of 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 acts or omissions of the Association, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, 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 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 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 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 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 such removal.

b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 14(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 units 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 and to interconnect with and use the cable home run 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 3 arbitrators, one of which shall be reasonably familiar with broadband communications 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 is

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. The term "Marketing Support" shall include, but not be limited to, the Association's presentation of the Company's marketing materials for the Company's services, as set forth in the table below, to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company .

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Exclusive

17. Common Area Courtesy Video Outlet. The Company shall provide 2 outlet(s) at no charge to the Association at the Premises with Digital Adapter with High Definition level of service (the "Video Courtesy Outlets"). The Association acknowledges and agrees that it is prohibited by federal copyright law, and the Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Premises. The Association hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Premises, nor permit any other person to do so. In the event the Association engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, the Company may terminate the Video Courtesy Outlets. The Association shall return any equipment provided by the Company for use with the Video Courtesy Outlets within 10 days of the expiration or termination of this Agreement. The Association shall reimburse the Company for the Company's costs to replace any receivers or remotes issued to the Association that are lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

18. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (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 party with the performance obligation.

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 ownership or control. The 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 Club at La Peninsula, Inc.  
10 La Peninsula Boulevard \_\_\_\_\_  
Naples, FL 34113  
Attn.: Board Member

With a copy to:

Resort Management  
815 Bald Eagle Drive, Suite 201 \_\_\_\_\_  
Marco Island, FL 34145  
Attn.: Property Manager

If to the Company:

LLC Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington,  
12641 Corporate Lakes Drive \_\_\_\_\_  
Ft Myers, FL 33913  
Attn.: XFINITY Communities

With a copy to:

Comcast Cable Communications, LLC

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

g) Confidentiality. Subject to the recording of this Agreement (or a memorandum summarizing the material terms) as set forth above and except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Association or the Company to reasonably conduct its business.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, 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.

i) 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.

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


ASSOCIATION

WITNESS/ATTEST:

The Club at La Peninsula, Inc.

\_\_\_\_\_  
\_\_\_\_\_

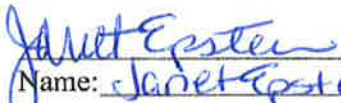
  
Name: Andy D'Aprato


By:   
Name: Robert H. White  
Title: President

COMPANY

ATTEST:

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

  
Name: Janet Epstein

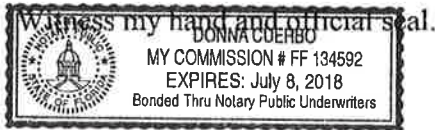
By:   
Name: Amy Smith  
Title: Regional Senior Vice President, Florida Region

12/15/16



STATE OF Florida )  
 ) ss.  
COUNTY OF Collier )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2016 by Robert White, the President of The Club at La Peninsula, Inc., 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.



Donna Cuesco  
Donna Cuesco Notary Public  
(Print Name)

My commission expires: \_\_\_\_\_

STATE OF Florida )  
 ) ss.  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2016 by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, 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.



Kim M. Meola  
Kim M. Meola Notary Public  
(Print Name)

My Commission expires: 2/9/2019

EXHIBIT A  
(see attached)

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## GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated June 1, 2016, is made by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, with an address of, 12641 Corporate Lakes Drive, Ft Myers FL 33913 its successors and assigns, hereinafter referred to as "Grantee" and The Club at La Peninsula, Inc., with an address of 10 La Peninsula Boulevard, , Naples FL 34113 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Installation and Services Agreement dated June 1, 2016, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive 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 "Premises") located at 10 La Peninsula Boulevard , Naples, FL 34113 in Collier County , Florida described as follows:

### LEGAL DESCRIPTION:

(See Attached)

The Grantor(s) agree(s) for itself and its 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 the Grantee, its successors or assigns provides broadband service to the Premises.

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


GRANTOR

WITNESS/ATTEST:


The Club at La Peninsula, Inc.

\_\_\_\_\_  
\_\_\_\_\_

  
Name: Amy D'APOLLITO

By:   
Name: Robert H. White  
Title: President

WITNESS/ATTEST:

  
Name: Donna Cuervo

GRANTEE

WITNESS/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

WITNESS/ATTEST:

12/15/16

  
Name: Tracy Jenkins

STATE OF Florida )  
 ) ss.  
COUNTY OF Collin )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2016  
by Robert White, the President of The Club at La  
Peninsula, Inc., 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.

Donna Cuerdo  
Donna Cuerdo Notary Public  
(Print Name)



STATE OF Florida )  
 ) ss.  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2016  
by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of  
Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, 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.



Kim M. Meola  
Kim M. Meola Notary Public  
(Print Name)

LEGAL DESCRIPTION

**LEGAL DESCRIPTION**

BLOCK 6 TOWNSHIP 52 RANGE 26 THAT PORTION OF GOVT  
LOT 1 AS DESCRIBED IN OR 3502 PG 2276

## EXHIBIT B

### BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (this "Bulk Addendum") 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. This Bulk Addendum supplements that certain Installation and Services Agreement dated June 1, 2016 by and between the 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 Video Bulk Service consisting of the channel lineup set forth on Exhibit C-1 attached hereto which is subject to change from time to time to 1 outlet in each of 176 units. In addition, to the Video Bulk Service, the Company agrees to provide 2 additional outlets with Digital Adaptor Additional Outlet Service consisting of the channel lineup set forth on Exhibit C-2 attached hereto which is subject to change from time to time. The Association shall pay the Company a monthly per unit service fee for the Video Bulk Service and the Digital Adaptor Additional Outlet Service equal to \$24.32 per unit plus a broadcast TV fee equal to \$3.25 per unit and all applicable taxes and fees. The Association acknowledges and understands that a digital receiver is required to receive the Video Bulk Service and a digital adaptor is required to receive the Digital Adaptor Additional Outlet Service. To the extent that a resident does not have such equipment in their unit as of the effective date of this Bulk Addendum, the Company shall provide each resident with 1 digital receiver, 2 digital adaptors and 3 remote controls per unit.
2. Commencing on or prior to 90 days after the full execution of the Agreement, the Company agrees to provide the Video Bulk Service to 2 outlets in each of 176 units. The Video Bulk Service will consist of the channel lineup set forth on Exhibit C-3 attached hereto which is subject to change from time to time and the HD Technology Fee. In addition, to the Video Bulk Service, the Company agrees to provide 2 additional outlets with Digital Adaptor Additional Outlet Service consisting of the channel lineup set forth on Exhibit C-4 attached hereto which is subject to change from time to time. The Association shall pay the Company a monthly per unit service fee for Video Bulk Service and the Digital Adaptor Additional Outlet Service equal to \$33.75 per unit(s) plus a broadcast TV fee equal to \$4.50 per unit and all applicable taxes and fees. The Association acknowledges and understands that a high definition digital receiver is required to receive the Video Bulk Service and a high definition digital adaptor is required to receive the Digital Adaptor Additional Outlet Service. To the extent that a resident does not have such equipment in their unit as of such date, the Company will provide to each resident 2 high definition digital receivers, 2 high definition digital adaptors and 4 remote controls per unit.
3. On or after the first anniversary date of this Bulk Addendum, the monthly per unit(s) service fee may be increased by the Company upon 30 days written notice and such increase shall not exceed 3% per year. The broadcast TV fee may be increased by the Company upon 30 days written notice and such increase shall not exceed the then current residential broadcast TV fee increase.

4. Commencing on or prior to 90 days after the full execution of the Agreement, the Company agrees to provide the Internet Bulk Service to 1 outlet in each of 176 units. The Internet Bulk Service will consist of the Company's Blast! tier of Xfinity High Speed Internet Service. The Association shall pay the Company a monthly per unit service fee for Internet Bulk Service equal to \$28.00 per unit plus all applicable taxes and fees. The Internet Bulk Service does not include network interface cards or any other customer premises equipment ("CPE"). The CPE, including the personal computer, must meet the minimum specifications as provided in Exhibit D attached hereto. On or after the first anniversary date of this Bulk Addendum, the monthly per unit service fee may be increased by the Company upon 30 days written notice by not more than 3% per year. The Association acknowledges and understands that a wireless gateway is required to receive the Internet Bulk Service. The Association acknowledges and understands that the Internet Bulk Service does not include a wireless gateway and the Association will be billed for the Internet Bulk Service for a unit, regardless if the resident has activated a wireless gateway capable of receiving the Internet Bulk Service.
5. The resident shall be required to enter into a separate agreement with the Company accepting responsibility for the digital receiver(s), digital adapter(s), remotes, and any services purchased which are additional to the Video Bulk Service and the Internet Bulk Service. If a resident refuses to enter into such agreement or violates such agreement, the Company shall only be required to provide those portions of the Video Bulk Service or the Internet Bulk Service, which do not require a digital receiver or digital adapter without any reduction in the monthly per unit(s) service fee. The type of digital receiver, digital adapter and remote provided to the residents shall be at the Company's sole discretion. For a period of 90 days after the full execution of the Agreement, the Company will provide personnel that if requested by the unit resident will install the digital receivers and digital adapters provided as part of the Video Bulk Service at no cost to the unit resident. The installation of any other equipment or Additional Services will be at the Company's then current installation fees.
6. Monthly per unit(s) service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to administrative fees if not paid within 15 calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to the Association in the event payment of the monthly per unit(s) service fee remains unpaid for 60 days.
7. The Association agrees to be bound by the terms and conditions of the Company's residential customer agreement for the Company's high-speed Internet service (as modified from time to time by the Company, the "Customer Agreement") and the Company's acceptable use policy for the Company's high-speed Internet services (as modified from time to time by the Company, the "AUP"). A copy of the current Customer Agreement and AUP is available at [www.comcast.com/Corporate/Customers/Policies/Policies.html](http://www.comcast.com/Corporate/Customers/Policies/Policies.html). The Company shall not be in breach of this Addendum or the Agreement for denying Bulk Internet Service to the Association in the event the Association violates the Customer Agreement or AUP.
8. The Company's obligations under this Agreement with respect to the Internet Bulk Service are in lieu of all warranties of any kind, whether expressed or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and noninfringement and subject to



all limitations of liability and disclaimers of warranties set forth in the Customer Agreement as if fully set forth herein.

9. Any hearing impaired or legally blind unit resident who does not occupy the unit with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnect fees, penalties or subsequent service charges.
10. The 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. The Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to the Association or anyone claiming through the Association. The 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 the Company or any other reason beyond the reasonable control of the Company.
11. In addition to the Video Bulk Service and Internet Bulk Service, the Company may provide to individual residents certain optional services and equipment, including, but not limited to, multi-channel video, Internet and voice services ("Additional Services"). Additional Services will be addressed in separate agreements with individual unit residents. The Association assumes no liability or responsibility for charges for Additional Services contracted for by individual residents.
12. 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.
13. The 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.


The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

ASSOCIATION

WITNESS/ATTEST:

The Club at La Peninsula, Inc.

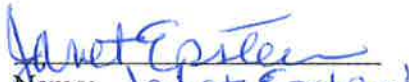
  
Name: ANDY DI PALITO

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

12/15/16

**EXHIBIT C-1**  
**Channel Lineup – Bulk Service –Digital Starter Receiver**

2	WBBH (NBC)	65	The History Channel
3	WGCU (PBS)	66	Travel Channel
4	WFTX (FOX)	67/103	OWN
5	WINK (CBS)	68	Animal Planet
6	WXCW (THE CW)	69/732	Fox Sports 1
7	WZVN (ABC)	71	Fox News Channel
9	Local Origination	72	The Learning Channel
10	WRXY (CTN)	73	Hallmark
11	WGN AMERICA	76	Food Network
12	C-SPAN	79/123	Oxygen
13	QVC	89/280	Shop HQ
15/667	Telemundo	93	Government Access
16/657	Univision	95	Local Programming
17	EWTN	96	TV Guide Channel
18/178	ION	97	Government Access County
19	HSN(Home Shopping Network)	98	Government Access City
20/124	Cartoon Network	99	Educational Access
22	BET	105	C-SPAN3
23	VH1	106	Fox Business Network
24	CMT	111	Investigation Discovery
25	NOAA (AUDIO ONLY)	114	BBC America
26	E! Entertainment	115	FYI
27	Comedy Central	116	H2
28/118	Esquire Network	117	WE TV
29/104	C-SPAN2	119	LMN
30	TRUTV	128	PBS Kids Sprout
35	Bloomberg	149	MOVIEPLEX
36/188	Jewelry TV	172	UP
37	CNBC	179	GSN
38	CNN	201	WGCU (World)
39	CNN HN (Headline News)	202	WGGU (Create Encore)
40	MSNBC	203	WGCU (The Florida Channel)
41	Lifetime	205	CBS News (WINK)
42	HGTV	208	WZVN (ME TV)
43	Discovery Channel	216	WBBH (NBC News Now)
44	Nickelodeon	229/656	WXCW (MUNDOFOX)
45	Disney Channel	230/668	UNIMAS
46	ABC Family Channel	231/611	AZTECA AMERICA
47	TWC (The Weather Channel)	232/658	LATV (WFTX)
48	MTV	237/238	Local Origination
49	FX	242	TBN
50	A&E (Arts & Entertainment)	256	Hallmark Movie Channel
51	Bravo	302	HBO
52	USA	303	HBO2
53	AMC (American Movie Classics)	304	HBO SIGNATURE
54	TV Land	305	HBO FAMILY
55	TNT	306	HBO COMEDY
56	FS Florida	307	HBO (W)
57	Sun Sports	311	HBO ZONE
58	ESPN	312	HBO LATINO
59	ESPN2	600	XFINITY LATINO ENTERTAINMENT
60	The Golf Channel	636	MUN2
61/730	NBC Sports Network	728	FXX
62	TBS	745	SEC NETWORK
63	Spike	768/769	SEC NETWORK (OVERFLOW)
64	SyFy	1/199	On Demand

**Channel Lineup - Digital Starter Music Receiver**

801	<b>HIT LIST</b>	824	<b>SOLID GOLD OLDIES</b>
802	<b>HIP HOP/R&amp;B</b>	825	<b>PARTY FAVORITES</b>
803	<b>MC MIX TAPE</b>	826	<b>STAGE AND SCREEN</b>
804	<b>DANCE/ELECTRONICA</b>	827	<b>KIDZ ONLY!</b>
805	<b>RAP</b>	828	<b>TODDLER TUNES</b>
806	<b>HIP HOP CLASSICS</b>	829	<b>TODAY'S COUNTRY</b>
807	<b>THROWBACK JAMZ</b>	830	<b>TRUE COUNTRY</b>
808	<b>R&amp;B CLASSICS</b>	831	<b>CLASSIC COUNTRY</b>
809	<b>R&amp;B SOUL</b>	832	<b>CONTEMPORARY CHRISTIAN</b>
810	<b>GOSPEL</b>	833	<b>SOUNDS OF THE SEASON</b>
811	<b>REGGAE</b>	834	<b>SOUNDSCAPES</b>
812	<b>CLASSIC ROCK</b>	835	<b>SMOOTH JAZZ</b>
813	<b>RETRO ROCK</b>	836	<b>JAZZ</b>
814	<b>ROCK</b>	837	<b>BLUES</b>
815	<b>METAL</b>	838	<b>SINGERS &amp; SWING</b>
816	<b>ALTERNATIVE</b>	839	<b>EASY LISTENING</b>
817	<b>CLASSIC ALTERNATIVE</b>	840	<b>CLASSICAL MASTERPIECES</b>
818	<b>ADULT ALTERNATIVE</b>	841	<b>LITE CLASSICAL</b>
819	<b>SOFT ROCK</b>	842	<b>MUSICA URBANA</b>
820	<b>POP HITS</b>	843	<b>POP LATINA</b>
821	<b>90'S</b>	844	<b>TROPICALES</b>
822	<b>80'S</b>	845	<b>MEXICANA</b>
823	<b>70'S</b>	846	<b>ROMANCES</b>

**EXHIBIT C-2**

**Channel Lineup - Digital Adapter**

2	WBBH (NBC)	61/730	NBC Sports Network
3	WGCU (PBS)	62	TBS
4	WFTX (FOX)	63	Spike
5	WINK (CBS)	64	SyFy
6	WXCW (THE CW)	65	The History Channel
7	WZVN (ABC)	66	Travel Channel
9	Local Origination	67/103	OWN
10	WRXY (CTN)	68	Animal Planet
11	WGN AMERICA	69/732	Fox Sports 1
12	C-SPAN	71	Fox News Channel
13	QVC	72	The Learning Channel
15/667	Telemundo	73	Hallmark
16/657	Univision	76	Food Network
17	EWTN	79/123	Oxygen
18/178	ION	89/280	Shop HQ
19	HSN(Home Shopping Network)	93	Government Access
20/124	Cartoon Network	95	Local Programming
22	BET	96	TV Guide Channel
23	VH1	97	Government Access County
24	CMT	98	Government Access City
25	NOAA (AUDIO ONLY)	99	Educational Access
26	E! Entertainment	105	C-SPAN3
27	Comedy Central	106	Fox Business Network
28/118	Esquire Network	111	Investigation Discovery
29/104	C-SPAN2	114	BBC America
30	TRUTV	115	FYI
35	Bloomberg	116	H2
36/188	Jewelry TV	117	WE TV
37	CNBC	119	LMN
38	CNN	128	PBS Kids Sprout
39	CNN HN (Headline News)	149	MOVIEPLEX
40	MSNBC	172	UP
41	Lifetime	179	GSN
42	HGTV	201	WGCU (World)
43	Discovery Channel	202	WGGU (Create Encore)
44	Nickelodeon	203	WGCU (The Florida Channel)
45	Disney Channel	205	CBS News (WINK)
46	ABC Family Channel	208	WZVN (ME TV)
47	TWC (The Weather Channel)	216	WBBH (NBC News Now)
48	MTV	229/656	WXCW (MUNDOFOX)
49	FX	230/668	UNIMAS
50	A&E (Arts & Entertainment)	231/611	AZTECA AMERICA
51	Bravo	232/658	LATV (WFTX)
52	USA	237/238	Local Origination
53	AMC (American Movie Classics)	242	TBN
54	TV Land	256	Hallmark Movie Channel
55	TNT	600	XFINITY LATINO ENTERTAINMENT
56	FS Florida	636	MUN2
57	Sun Sports	728	FXX
58	ESPN	745	SEC NETWORK
59	ESPN2	768/769	SEC NETWORK (OVERFLOW)
60	The Golf Channel		

**EXHIBIT C-3**

**Channel Lineup – Bulk Service –HD Digital Preferred Receiver**

**(Digital Starter)**

2	WBBH (NBC)	62	TBS
3	WGCU (PBS)	64	SyFy
4	WFTX (FOX)	65	The History Channel
5	WINK (CBS)	66	Travel Channel
6	WXCW (THE CW)	67/103	OWN
7	WZVN (ABC)	68	Animal Planet
9	Local Origination	69/732	Fox Sports 1
10	WRXY (CTN)	71	Fox News Channel
11	WGN AMERICA	72	The Learning Channel
12	C-SPAN	73	Hallmark
13	QVC	74/169	TCM*
15/667	Telemundo	76	Food Network
16/657	Univision	77	HSN2
17	EWTN	79/123	Oxygen
18/178	ION	89/280	Evine Live
19	HSN(Home Shopping Network)	90	Leased Access
20/124	Cartoon Network	93	Government Access
22	BET	95	Local Programming
23	VH1	97	Government Access County
25	NOAA (AUDIO ONLY)	98	Government Access City
26	E! Entertainment	99	Educational Access
27	Comedy Central	105	C-SPAN3
28/118	Esquire Network	106	Fox Business Network
29/104	C-SPAN2	109	National Geographic Channel
30	TRUTV	111	Investigation Discovery
35	Bloomberg	114	BBC America
36/188	Jewelry TV	115	FYI
37	CNBC	116	H2
38	CNN	117	WE TV
39	CNN HN (Headline News)	119	LMN
40	MSNBC	128	PBS Kids Sprout
41	Lifetime	149	MOVIEPLEX
42	HGTV	172	UP
43	Discovery Channel	179	GSN
44	Nickelodeon	201	WGCU (World)
45	Disney Channel	202	WGGU (Create)
46	ABC Family Channel	203	WGCU (The Florida Channel)
47	TWC (The Weather Channel)	205	CBS News (WINK)
48	MTV	208	WZVN (ME TV)
49	FX	216	WBBH (NBC News Now)
50	A&E (Arts & Entertainment)	229/656	WXCW (MUNDOMAX)
51	Bravo	230/668	UNIMAS
52	USA	231/611	AZTECA AMERICA
53	AMC (American Movie Classics)	232/658	LATV (WFTX)
54	TV Land	237/238	Local Origination
55	TNT	242	TBN
56	FS Florida	256	Hallmark Movies
57	Fox Sports Sun	600	Xfinity Latino Entertainment Channel
58	ESPN	636	NBC Universo
59	ESPN2	728	FXX
60	The Golf Channel	745	SEC Network
61/730	NBC Sports Network	768/769	SEC Network (overflow)
		1/199	On Demand

(Digital Preferred)

63	Spike	163	LOGO
74/169	TCM	164	IFC
96	POP	165	Sundance TV
101	Weatherscan	167	Indieplex
102/722	ESPNEWS	168	Retroplex
108	Nat Geo Wild	170	Flix
110	Science	171	BBC World News
112	American Heroes Channel	173	TV ONE
113	Destination America	174	Centric
120	EL REY	181	ION Life
121	DIY Network	182	Discovery Life Channel
122	Cooking Channel	183	QUBO
126	Smithsonian Channel	239	JLTV
129	Nicktoons	245	PIVOT
130	Discovery Family Channel	246	Babyfirst TV
131	Nick Jr.	247	The World Network
132	Nick 2	248	Daystar
133	Teennick	249	JUCE
134	Encore Family	250	Smile of a Child
135	Disney XD	255	Ovation
138	Disney Junior	257	RLTV
139	MTV Hits	259	FXM (FX Movie Channel)
140	MTV 2	261	FamilyNet
141/605	TR3S	271	NASA TV
142	Bet Jams	279	MLB Network
143	VH1 Classic	604	Univision Deportes
144	Bet Soul	613	Galavision
145	CMT Music	635	FM
148	FUSE	731	Outdoor Channel
150	Encore	734/749	NBA TV
152	Encore Action	735	ESPNU
154	Encore Suspense	736	NFL Network
156	Encore Classic	738	Sportsman Channel
158	Encore Black	739	NHL Network
160	Encore Westerns	744	CBS Sports Network

(Digital Starter HD)

383	C-SPAN HD	432	NBC WBBH HD
384	HSN HD	433	CBS WINK HD
385	Hallmark HD	434	Fox WFTX HD
386	UP HD	435	THE CW (WXCW) HD
387	Investigation Discovery HD	436	Univision
388	History 2 HD	437	MUNDOFOX HD (WXCW)
395	TCM	438	Telemundo HD
397	HLN HD	439	CTN (WRXY)
398	Tru TV HD	440	PBS WGCU HD
399	MSNBC HD	441	The Weather Channel HD
401	FLORIDA SPORTS HD	442	Cartoon Network HD
402	Fox Sports HD	443	Nickelodeon HD
403	ESPN HD	444	ABC Family HD
404	ESPN 2 HD	445	Disney Channel HD
405	Golf HD	448	NBC Sports Network HD
407	TNT HD	450	FOX SPORTS 1 HD
408	WGN America HD	451	FX HD
409	Universal HD	453	Comedy Central HD
410	A&E HD	455	WE TV
411	MTV Live HD	457	E! HD
412	Velocity	458	Travel Channel HD
413	National Geographic Channel HD	459	Lifetime HD
414	Food Network HD	461	Esquire Network HD

415	HGTV HD	464	FYI HD
420	USA HD	465	Lifetime Movie Network HD
421	TBS HD	468	Hallmark Movies & Mysteries HD
422	History Channel HD	469	FOX BUSINESS NETWORK HD
423	CNN HD	470	CNBC
424	Discovery HD	471	QVC HD
425	TLC HD	473	MTV HD
426	Animal Planet HD	474	VH1 HD
427	Syfy HD	475	BET HD
428	Fox News HD	486	SEC NETWORK HD
429	AMC HD	517	FXX HD
430	Bravo HD		
431	ABC WZVN HD		

**(Digital Preferred HD)**

382	Discovery Family Channel HD	456	IFC HD
389	Nat Geo Wild HD	460	MGM HD
391	Sportsman Channel HD	463	TV ONE HD
392	Outdoor Channel HD	466	Destination American HD
393	CBS Sports Network HD	467	Encore HD
396	ESPNU HD	477	NHL Network HD
406	NFL Network HD	478	NBA TV HD
446	Science American Heroes HD	479	MLB Network HD
447	Disney XD HD	522	Ovation NB
449	ESPNEWS HD	523	Smithsonian Channel HD
452	Spike HD	590	Galavision HD
454	FUSE HD		

**Channel Lineup - HD Digital Preferred Music Receiver**

801	HIT LIST	824	SOLID GOLD OLDIES
802	HIP HOP/R&B	825	PARTY FAVORITES
803	MC MIX TAPE	826	STAGE AND SCREEN
804	DANCE/ELECTRONICA	827	KIDZ ONLY!
805	RAP	828	TODDLER TUNES
806	HIP HOP CLASSICS	829	TODAY'S COUNTRY
807	THROWBACK JAMZ	830	TRUE COUNTRY
808	R&B CLASSICS	831	CLASSIC COUNTRY
809	R&B SOUL	832	CONTEMPORARY CHRISTIAN
810	GOSPEL	833	SOUNDS OF THE SEASON
811	REGGAE	834	SOUNDSCAPES
812	CLASSIC ROCK	835	SMOOTH JAZZ
813	RETRO ROCK	836	JAZZ
814	ROCK	837	BLUES
815	METAL	838	SINGERS & SWING
816	ALTERNATIVE	839	EASY LISTENING
817	CLASSIC ALTERNATIVE	840	CLASSICAL MASTERPIECES
818	ADULT ALTERNATIVE	841	LITE CLASSICAL
819	SOFT ROCK	842	MUSICA URBANA
820	POP HITS	843	POP LATINA
821	90'S	844	TROPICALES
822	80'S	845	MEXICANA
823	70'S	846	ROMANCES



**EXHIBIT C-4**  
**Channel Lineup - HD Digital Adapter**

2	WBBH (NBC)	61/730	NBC Sports Network
3	WGPU (PBS)	62	TBS
4	WFTX (FOX)	63	Spike
5	WINK (CBS)	64	SyFy
6	WXCW (THE CW)	65	The History Channel
7	WZVN (ABC)	66	Travel Channel
9	Local Origination	67/103	OWN
10	WRXY (CTN)	68	Animal Planet
11	WGN AMERICA	69/732	Fox Sports 1
12	C-SPAN	71	Fox News Channel
13	QVC	72	The Learning Channel
15/667	Telemundo	73	Hallmark
16/657	Univision	76	Food Network
17	EWTN	79/123	Oxygen
18/178	ION	89/280	Shop HQ
19	HSN(Home Shopping Network)	93	Government Access
20/124	Cartoon Network	95	Local Programming
22	BET	96	TV Guide Channel
23	VH1	97	Government Access County
24	CMT	98	Government Access City
25	NOAA (AUDIO ONLY)	99	Educational Access
26	E! Entertainment	105	C-SPAN3
27	Comedy Central	106	Fox Business Network
28/118	Esquire Network	111	Investigation Discovery
29/104	C-SPAN2	114	BBC America
30	TRUTV	115	FYI
35	Bloomberg	116	H2
36/188	Jewelry TV	117	WE TV
37	CNBC	119	LMN
38	CNN	128	PBS Kids Sprout
39	CNN HN (Headline News)	149	MOVIEPLEX
40	MSNBC	172	UP
41	Lifetime	179	GSN
42	HGTV	201	WGPU (World)
43	Discovery Channel	202	WGPU (Create Encore)
44	Nickelodeon	203	WGPU (The Florida Channel)
45	Disney Channel	205	CBS News (WINK)
46	ABC Family Channel	208	WZVN (ME TV)
47	TWC (The Weather Channel)	216	WBBH (NBC News Now)
48	MTV	229/656	WXCW (MUNDOFOX)
49	FX	230/668	UNIMAS
50	A&E (Arts & Entertainment)	231/611	AZTECA AMERICA
51	Bravo	232/658	LATV (WFTX)
52	USA	237/238	Local Origination
53	AMC (American Movie Classics)	242	TBN
54	TV Land	256	Hallmark Movie Channel
55	TNT	600	XFINITY LATINO ENTERTAINMENT
56	FS Florida	636	MUN2
57	Sun Sports	728	FXX
58	ESPN	745	SEC NETWORK
59	ESPN2	768/769	SEC NETWORK (OVERFLOW)
60	The Golf Channel		

383	C-SPAN HD	432	NBC WBBH HD
384	HSN HD	433	CBS WINK HD
385	Hallmark HD	434	Fox WFTX HD
386	UP HD	436	THE CW (WXCW) HD
387	Investigation Discovery HD	437	MUNDOFOX HD (WXCW)
388	History 2 HD	439	CTN (WRXY)
397	HLN HD	440	PBS WGPU HD
398	Tru TV HD	441	The Weather Channel HD
399	MSNBC HD	442	Cartoon Network HD
401	FLORIDA SPORTS HD	443	Nickelodeon HD
402	Sun Sports HD	444	ABC Family HD
403	ESPN HD	445	Disney Channel HD
404	ESPN 2 HD	448	NBC Sports Network HD
405	Golf HD	450	FOX SPORTS 1 HD
407	TNT HD	451	FX HD
408	WGN America HD	452	SPIKE HD
409	Universal HD	453	Comedy Central HD
410	A&E HD	455	WE TV
411	Palladia HD	457	E! HD
412	Velocity	458	Travel Channel HD
414	Food Network	459	Lifetime HD
415	HGTV HD	461	Esquire Network HD
420	USA HD	464	FYI HD
421	TBS HD	465	Lifetime Movie Network HD
422	History Channel HD	468	Hallmark Movie Channel HD
423	CNN HD	469	FOX BUSINESS NETWORK
424	Discovery HD	470	CNBC
425	TLC HD	471	QVC HD
426	Animal Planet HD	473	MTV HD
427	Syfy HD	474	VH1 HD
428	Fox News HD	475	BET HD
429	AMC HD	476	CMT
430	Bravo HD	486	SEC NETWORK HD
431	ABC WZVN HD	517	FXX

**EXHIBIT D**  
**Customer Premises Equipment Minimum Requirements**

<b>Processor Speed</b>	
Windows 7	1 GHz or Higher 32-bit or 64-bit
Windows XP/2000	300MHz or Higher
Vista	1.5 GHz or Higher
Mac OS 10.4 or Higher	Power PC G3 or Higher
<b>Memory</b>	
Windows 7	1GB (32-bit) or 2 GB (64-bit)
Windows XP/2000	128MB
Vista	512 MB
Mac OS 10.4 or Higher	256 MB
<b>Hard Drive Space</b>	
Windows 7	16 GB (32-bit) or 20 GB (64-bit)
Windows XP/2000	150 MB
Vista	150 MB
Mac OS 10.4 or Higher	100 MB
<b>Input Device</b>	
CD-ROM	
<b>Ethernet</b>	
10/100 Fast Ethernet	
<b>Browser</b>	
IE 6.0, Firefox 2.0, Safari 2.0	