

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 31, 2015, by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC (the "Company") and The Enclave Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 0360 Wood Road _____ Snowmass Village, CO 81615 (the "Premises"), commonly known as "Enclave Condominiums," consisting of 40 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 Snowmass Village, Colorado (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:

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"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. 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 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) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Association has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, 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 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.

d) 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 except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home 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 an 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. The Association shall supply the names and unit numbers of residents at reasonable intervals. The Association shall 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 10 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 60 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, 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 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 and cable home 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, door hangers, 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. 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 Enclave Association, Inc.
0360 Wood Rd PO Box 5441
Snowmass Village, CO 81615
Attn.: Property Manager

If to the Company:

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington,
LLC
8000 E. Iliff Ave _____

Denver, CO 80231
Attn.: Contract Administrator

With a copy to:

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

g) Confidentiality. Subject to Section 17(e) 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 Enclave Association, Inc.
Mel D. Blumenthal
President
By: Mel D. Blumenthal
Name: Mel D. Blumenthal
Title: President

Michael R. George
Name: Michael R. George

COMPANY

ATTEST:

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

Alexis Lane
Name: Alexis Lane

By: Richard C. Jennings
Name: Richard C. Jennings
Title: Regional Senior Vice President, Cable Management

STATE OF Colorado)

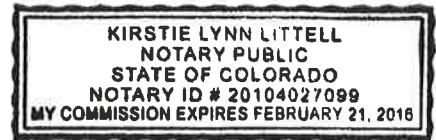
) ss. Pitkin)
COUNTY OF

The foregoing instrument was acknowledged before me this 31st day of August, 2015 by Melvyn D. Blumenthal, the President of The Enclave Association, Inc., on behalf of said entity. He/she is personally known to me or has presented CA Drivers License (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Kirstie Littell
Kirstie Littell Notary Public
(Print Name)

My commission expires: 02/21/2016



STATE OF Colorado
) ss.
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 23 day of September 2015 by Richard C. Jennings, of Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, on behalf of said entity. He/~~me~~ 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.

Patricia J. Sanchez
P. J. SANCHEZ Notary Public
(Print Name)

My Commission expires: 4/28/2018

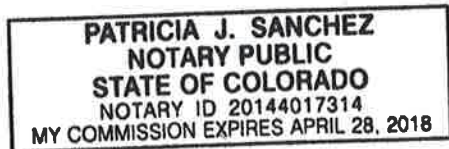


EXHIBIT B

BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on August 31, 2015, by and between Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC (the "Company") and The Enclave Association, Inc. (the "Association") who owns or has control over certain real estate and improvements thereon located at 0360 Wood Road _____ Snowmass Village, CO 81615 (the "Premises"), consisting of 40 residential units. This Bulk Addendum supplements that certain Services Agreement dated August 31, 2015 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 Bulk Service to 3 outlet(s) in each of 40 units. As of the date of this Bulk Addendum, the Bulk Service consists of the channel lineup set forth on Exhibit C 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 Bulk Service equal to \$37.62 per unit(s) plus a broadcast TV fee equal to \$3.25 per unit and all applicable taxes and fees. The monthly per unit(s) service fee may be increased by the Company upon 30 days written notice beginning March 1, 2017 and such increase shall not exceed 4% per year. The broadcast TV fee may be increased by the Company upon 30 days beginning March 1, 2017 notice and shall not exceed the then current residential broadcast TV fee increase.
2. The Association acknowledges and understands that a digital receiver is required to receive the Bulk 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(s) and 1 remote control(s) and the Company will provide those portions of the Bulk Service that do not require equipment capable of two way communications on 2 additional outlets, and to the extent that a resident does not have such equipment in their unit, the Company shall provide each resident with 2 digital adapter(s) and 2 remote control(s). 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 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 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(s), digital adapter(s) and remotes provided to the residents shall be at the Company's sole discretion.
3. 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.
4. 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.


5. In addition to the 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.
6. 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.
7. 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 Enclave Association, Inc.

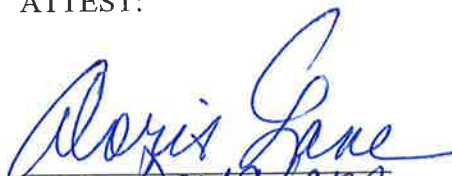

Name: Michael R. George


By: 
Name: Mel D. Blumenthal
Title: President

COMPANY

ATTEST:

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


Name: Doris Lane

By: 
Name: Richard C. Jennings
Title: Regional Senior Vice President, Cable Management

Aspen HD Starter & HBO Channel Lineup

Limited Basic

2 KWGN (CW)
 3 KREG (CBS) Grand Junction
 4 KCNC (CBS)
 5 KTVD (My Network TV)
 6 KRMA (PBS)
 7 KMGH (ABC)
 8 Pitkin County Channel
 9 KUSA (NBC)
 10 KBDI (PBS)
 11 The Government Channel
 12 Grass Roots - Aspen
 13 KDVR (FOX)
 14 KZCO (Azteca America)
 15 KCEC (Univision)
 16 KSZG (Plum TV)
 17 Basalt Local Access
 18 KDEN (Telemundo)
 19 KCXP
 20 C-SPAN
 21 QVC
 22 KPXC (ION)
 23 Discovery Channel
 76 TBS
 79 Jewelry TV
 82 Leased Access
 94 Leased Access
 95 WGN America
 98 Leased Access
 165 Colorado Channel
 188 Jewelry TV
 230 KPJR (TBN)
 236 KPJR (The Church Channel)
 237 KPJR (Enlace)
 238 KPJR (JCTV)
 239 KPJR (Smile of a Child)
 243 KRMT (Daystar)
 245 KRMA (Vme)
 247 KMGH (24/7 News)
 248 KRMA (PBS Create)
 249 KUSA (9 News Weather Plus)
 250 KTVD (Me TV)
 251 KBDI (PBS Encore)
 252 KBDI (MHz Worldview)
 253 KDVR (AntennaTV)
 256 KWGN (ThisTV)
 259 KCEC (LATV)
 261 KDEN (Exitos)
 299 XFINITY Latino
 333/633 KPJR (Enlace)

Digital Starter

24 Golf Channel
 25 ESPN
 26 ESPN2
 27 Root Sports Rocky Mountain
 28 Altitude Sports
 29 NBC Sports Network
 30 Disney Channel

31 ABC Family
 32 Cartoon Network
 33 Nickelodeon
 34 TV Land
 35 Hallmark Channel
 36 Spike
 37 TLC
 38 Animal Planet
 39 History
 40 A&E
 41 HGTV
 42 The Weather Channel
 43 CNN
 44 HLN
 45 Fox News Channel
 46 CNBC
 47 MSNBC
 48 USA Network
 49 Lifetime
 50 FX
 51 Comedy Central
 52 Bravo
 53 E!
 54 Oxygen
 55 Syfy
 57 AMC
 60 MTV
 61 VH1
 62 TNT
 63 Food Network
 64 G4
 65 Travel Channel
 66 BET
 71 truTV
 96 HSN
 105 CET
 119 Sprout
 128 Bloomberg TV
 149 MoviePlex
 162 BBC America
 166 FEARnet
 183 style.
 184 TVGN
 185 Hallmark Channel
 220 OWN
 221 INSP
 271 Investigation Discovery
 275 bio.
 276 H2
 408 Speed
 430 PAC 12 Network (Regional)
 482 gmc
 504 LMN
 507 Hallmark Movie Channel

HBO
 550 HBO
 552 HBO2
 554 HBO Signature

556 HBO Family
558 HBO Latino
559 HBO Comedy
560 HBO Zone
651 HBO HD
861 HBO2 HD
863 HBO Signature HD
866 HBO Latino HD

HD Starter

646 KDEN HD (Telemundo)
647 KCEC HD (Univision)
652 KMGH HD (ABC)
653 KUSA HD (NBC)
654 KCNC HD (CBS)
655 KDVR HD (FOX)
656 KWGN HD (CW)
657 KTVD HD (My Network TV)
663 Velocity HD
664 AXS TV HD
665 Root Sports Rocky Mountain HD
667 TNT HD
668 ESPN HD
670 ESPN2 HD
671 Palladia HD
672 Golf HD
658 KRMA HD (PBS)
659 KREG HD (CBS)
678 TBS HD
799 WGN America HD
673 Universal HD
675 A&E HD
677 TLC HD
679 Disney Channel HD
680 ABC Family HD
681 Food Network HD
682 HGTV HD
688 Syfy HD
689 NBC Sports Network HD
691 FX HD
721 QVC HD
723 Discovery Channel HD
728 Altitude Sports HD
732 Cartoon Network HD

733 Nickelodeon HD
735 Hallmark Channel HD
736 Spike HD
738 Animal Planet HD
739 History HD
741 Bloomberg TV HD
742 The Weather Channel HD
743 CNN HD
744 HLN HD
745 Fox News Channel HD
746 CNBC HD
747 MSNBC HD
748 USA Network HD
749 Lifetime HD
750 Oxygen HD
751 Comedy Central HD
752 Bravo HD
753 E! HD
757 AMC HD
760 MTV HD
761 VH1 HD
765 Travel Channel HD
771 truTV HD
773 BBC America HD
777 Speed HD
782 TVGN HD
784 bio HD
786 G4 HD
787 Style HD
790 H2 HD
791 Investigation Discovery HD
795 BET HD
796 HSN HD
836 gmc HD
838 Sprout HD
840 PAC 12 Network HD (Regional)
857 Hallmark Movie Channel HD
858 LMN HD
897 XFINITY 3D
898 ESPN 3D

901-946 Music Choice