

REC'D JUL 09 2003

Tom Thornton
Construction Coordinator

Review at
Clinton Club

Comcast

Comcast Cable Communications, Inc.
26880 Old US 41
Bonita Springs, FL 34135
Tel: 941.732.3804 Collier Tel: 941.432.1804 Lee
Fax: 941.992.1289
tom_thornton@cable.comcast.com

Obs at Clinton Club in
early August to remove
both Home run wiring &
individual circuit wiring.



Ms Barbara Hagen
Vice President / General Manager
Comcast Cable Communications, Inc.
301 Tower Road
Naples, Florida 34113

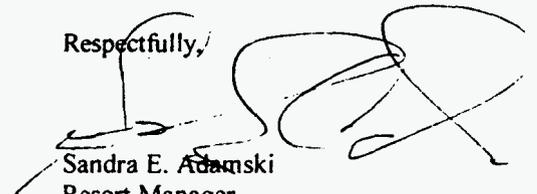
Re: Letter dated July 15, 2002

Dear Ms. Hagen;

Please be advised I am in receipt of your July 15, 2002 letter. Please advise where we elected not to purchase the "cable home wiring", I am not aware of any verbal or written correspondence in reference to such. In addition, at no time did myself or any staff member of The Charter Club of Marco Beach deny access to any representative of Comcast. In fact on July 3, 2002 one of my staff members along with the General Manager of Marco Island Cable, Inc. accompanied a Comcast technician and a sub-contractor who asked to look at the wiring in preparation for removal. I informed the technician at that time that to date I had not received the "total per-foot replacement cost" referred to in CFR 47 § 76.804 (a)(4). The Board of Directors, legal council and myself are unable to make an educated decision without all of the pertinent information presented to us at this time.

If in fact Comcast Communications, Inc. wishes to pursue this further, please refer to the arbitration contingencies contained within the CFR's. I look forward to your written cost statement regarding the cable. I am hopeful to receive same as soon as possible such that I may advise Comcast of the Board's decision. Thank you in advance for your prompt attention.

Respectfully,


Sandra E. Adamski
Resort Manager

Professionally Managed By Hilton Grand Vacations Company

700 South Collier Boulevard Marco Island, Florida 34145 (941) 394-4192 FAX (941) 394-4327

"The Charter Club of Marco Beach" and the "sailboat" logo are registered trademarks of The Charter Club of Marco Beach Condominium Association, Inc.



July 15, 2002

Ms. Sandra E. Adamski
Resort Manager
The Charter Club of Marco Island
700 South Collier Boulevard
Marco Island, FL 34145

Hand Delivered: _____

Received By: _____

Printed Name: _____

Re: Agreement for the Provision of Cable Television and Related Services dated April 25, 1991 by and between Alfred McApLine Resorts, Inc. and Palmer Communications, Inc., a predecessor-in-interest to Comcast ("Agreement")

Dear Ms. Adamski:

As indicated in our letter to you hand delivered and signed for on May 31st, 2002 in response to yours of April 18, 2002, Comcast elected to remove its "home run wiring" equipment (*i.e.* active and passive devices including wires), located at the Charter Club of Marco Island ("Charter Club"), pursuant to ¶ 3 of the Agreement and 47 CFR § 76.804. In that letter, we also offered to sell the "cable home wiring" in accordance with 47 CFR § 76.804(a)(4), but you did not elect to purchase it.

Notwithstanding the fact that the Charter Club was placed on notice of Comcast's intention to remove its "home run wiring" and "home wiring", the Charter Club denied Comcast's technicians entry to the premises and the individual units for the removal of our "home run" and "home wiring" on Wednesday, July 3, 2002. Pursuant to FCC regulation 47 CFR § 76.804(a), Charter Club must provide Comcast 90 days from the date of its cancellation letter (April 18th, 2002) to access the property for purposes of removing its "home run wiring" and "home wiring". By denying Comcast entry to the Charter Club before the end of this 90 day notice, the Charter Club is violating § 76.804(a).

Accordingly, Comcast demands that you immediately permit Comcast's technicians entry to the Charter Club for purposes of removing Comcast's "home run wiring" and "home wiring", and that you provide us written confirmation that you will permit entry onto the premises, as well as into the units, for the removal of such wiring on or before Wednesday, July 17th. Otherwise, Comcast will bring an action to enforce its rights in and to its "home run wiring" and "home wiring". Nothing in this letter nor any act or omission of Comcast should be deemed a waiver of any of its rights nor should be deemed an abandonment of such wiring.

Sincerely,


Ms. Barbara Hagen

Vice President / General Manager

Comcast.

*File in Comcast
file*

Comcast Cable Communications
301 Tower Road
Naples, FL 34113-8074
941-793-9600 Tel
941-793-1317 Fax

*ZIP+4 in this
box*

First
Post
USPS
Bar

April 30, 2002

Sandra E. Adamski
CHARTER CLUB OF MARCO
700 South Collier Boulevard
Marco Island, Florida 34145

Dear Ms. Adamski:

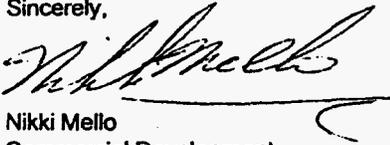
I am in receipt of a letter advising Comcast that Charter Club of Marco has decided not to renew their bulk billed cable agreement. I am very sorry to hear this but since another contract has already been signed I will simply ask that you keep us in mind upon expiration of that agreement.

Our customers are very important to us and I'm sorry that Charter Club of Marco and myself did not get the opportunity to discuss their issues in advance of their decision. I will look forward to talking to you in the future and hopefully we will work together again.

I have sent a work order to my technical department to disconnect services to the building on June 1, 2002. If you have any questions either now or in the future please do not hesitate to call me directly.

Again, I look forward to doing business with you in the future.

Sincerely,



Nikki Mello
Commercial Development
Account Executive



July 29, 2002

Ms. Sandra E. Adamski, Resort Manager
Charter Club of Marco Beach
700 South Collier Boulevard
Marco Island, FL 34145

CONFIDENTIAL

Re: Response to Undated Letter regarding Purchase of Cable Home Wiring

Dear Ms. Adamski:

We are in receipt of your letter regarding the purchase of Comcast's Cable Home Wiring at Charter Club. First and foremost, let me state that Comcast's desire is to retain our relationship with Charter Club and its residents. However, if we will no longer be the provider of service at the premises we will need to either reach an agreement to sell the cable home wiring, or to remove it along with the remainder of our system.

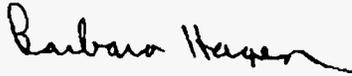
The cost of the Cable Home Wiring, which is the wiring inside each unit, will be \$195 per unit. In addition, Comcast also offers to sell its Home Run Wiring at a cost of \$300 per unit. The Home Run Wiring is the wire that runs through the conduit from each unit back to the lockbox. The cost is based on the actual replacement value, and in our estimates is the approximate cost to Charter Club or the incumbent provider to replace such wiring should Comcast remove it. If Charter Club accepts this offer, the total per unit cost will be \$495 per unit. Comcast will still remove the remaining part of its distribution system, which includes the lockboxes and other pertinent equipment that is not part of the Cable Home or Cable Home Run Wiring.

In the event that Charter Club does not send written notice of its intentions by August 5, 2002, Comcast will remove all of the above portions of its system on August 7, 2002. In our two previous attempts to remove our system, our technicians have been told they can come on the property but they can't remove anything, which is in direct conflict of our rights under the Agreement. It is our understanding that they have also been personally threatened with legal action by Charter Club staff, as well as Marco Island Cable staff. If the purchase option is not accepted by Charter Club, and we are denied our rights to remove our equipment on August 7th, Comcast is prepared to take legal action against Charter Club, as necessary to enforce our rights as clearly stated in the Agreement.

This offer does not constitute a waiver of Comcast's rights under the Agreement. Neither Charter Club, nor Marco Island Cable has any right, title or interest in the System owned by Comcast. Charter Club is hereby directed not to trespass upon, disrupt or interfere with Comcast's System or permit any other person other than Comcast personnel to trespass upon, disrupt or interfere with Comcast's System. Any such actions caused by Charter Club or other third parties may constitute a violation of state and/or federal laws. Comcast will pursue all available remedies in the event of an unauthorized use of our property.

As I stated above, it is our preference to continue providing quality services to the premises. If there is any possibility of a continued relationship please feel free to call me anytime at 941-793-9634.

Sincerely,



Barbara Hagen
Vice President / General Manager

301 Tower Road, Naples, Florida 34113

Notes to Charter Club

1. Bulk Contract was the only thing canceled
2. Condo law 718.1232 does not allow a condo board to deny access to any multi channel video provider
3. FCC law mandates that claim on wiring must be contained in initial response.
4. Nikki Mello's letter did not contain any claim on wiring
5. Letter from Comcast's Hagan did not arrive until the last day of service under the bulk contract and did not contain required cost information
6. FCC law mandates that claim must not be service affecting and must be timely.
7. FCC law allows for arbitration
8. Franchise require cable company to provide service to customer with 150 of cable
9. Comcast came out in July to remove wire.
10. Comcast came out in August to remove wire
11. Both times refused access