



**Grand Panama Beach Resort Owners Association, Inc.
11800 Front Beach Road, Panama City Beach, FL 32407**

Notice of: Board of Directors Meeting

Date: Friday, February 16, 2024
Time: 03:00 PM CST
Location: Grand Panama Tower 2 Board Room & Zoom Teleconference
11800 Front Beach Road
Panama City Beach, FL 32407

Join Zoom Meeting

<https://us06web.zoom.us/j/87232860140?pwd=LsiWp5OGSpGsuPOP4oXID0iaP5KXD9.1>

Meeting ID: 872 3286 0140

Passcode: 650090

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Agenda

1. Call to Order and Determine Quorum
2. Proof of Notice
3. Meeting Ground Rules
4. Approval of Meeting Agenda
5. Approval of the January 19, 2024 BOD Meeting Minutes
6. Treasurer's Financial Report
7. Old Business - None
8. New Business
 - Decision Items
 - A. WOW! Cable Renewal RFP
 - B. Advertising
 - C. Non-Residential Unit Loan Payoff
 - D. Non-Residential Unit Director Requirements
 - Discussion Items
 - A. 4th Amendment to the Declaration Proxy Results
 - B. Residential Election Vote Recount
 - C. Storage Cages
 - D. Management Report Topics
9. Adjournment

Posted: February 14, 2024

By: Derek Gilbert – Association Manager

GRAND PANAMA BEACH RESORT OWNERS ASSOCIATION, INC.
BOARD OF DIRECTORS MEETING
January 19, 2024, 03:00 PM CT
Zoom Teleconference & GP Tower 2 Board Room, 11800 Front Beach Road
DRAFT MINUTES

- A. **CALL TO ORDER:** The meeting was called to order at 03:00 PM CT by CAM Derek Gilbert.
- B. **ESTABLISH QUORUM:** Quorum was established with Glenn Holliday, James Eagleson, Nancy Stovall, Darrell Caudill, Woody Junot and JPorter Share participating either in person or via Zoom teleconference. Jarod Triplett was not in attendance. Derek Gilbert (CAM) was present in person on behalf of RCAM Florida Association Management and Stephen Kilcummings, RCAM Florida, was present in person as the Building Maintenance Supervisor. Amy Ludlam, RCAM Florida Director of Association Accounting, was present via Zoom. Jay Hannen with Coastal Waste & Recycling was present in person. Derek Gilbert recorded the minutes.
- ALSO IN ATTENDANCE:** Unit Owners in person (12) Twelve. On Zoom: Unknown number of Unit Owners present via Zoom teleconference.
- C. **PROOF OF NOTICE:** Derek Gilbert (CAM) verified Proof of Notice was posted according to Florida Statutes and Association Documents.
- D. **APPROVAL OF MEETING AGENDA:** On a **motion** by Nancy Stovall and a second by James Eagleson to move New Business agenda item H to follow agenda item B with remaining agenda items to continue in order following this, the meeting agenda **approval** carried unanimously.
- E. **APPROVAL OF THE DECEMBER 12, 2023 BOD MEETING MINUTES:** On a **motion** by Nancy Stovall and a second by Woody Junot, the meeting minutes were **approved**. Motion carried unanimously.
- F. **OLD BUSINESS:** None.
- G. **NEW BUSINESS:**
- A. Taylor Sudden Service Generator Radiator Housing Invoice Ratification:** Derek noted that the invoice as presented for \$10,537.66 was for the Tower 1 generator housing that was discovered upon inspection to be rusting out and not bracketed when the fan was installed. Due to the urgency for the generator to be in compliance with city of Panama City Beach code, the new radiator housing was installed by Taylor Sudden Service and to be ratified with direction for funding to come from Reserves. On a **motion** by Nancy Stovall and a second by Darrell Caudill to ratify the Taylor Sudden Service invoice for the Tower 1 generator radiator housing for \$10,537.66 to be funded out of Reserves, the motion carried unanimously.
- B. Coastal Waste & Brask Addendums:** Derek discussed the current contracts in place with Coastal Waste for 2024-2026 for the trash removal for Tower 1 & Tower 2 and Brask Enterprises for the compactor rentals for Tower 1 & Tower 2 expiring in 2025. He noted the difficulties faced right now as Coastal Waste was set to have a truck to navigate the tight radius of the Tower 1 compactor and advised they didn't have this truck available for service as of January 1, 2024 as their sales team had previously indicated. Options were investigated for lower costs with no increase and plans to keep pricing at a lower point to offset the anticipated monthly increase options for the current compactor to be switched out with a front loading compactor by Brask Enterprises. Brask Enterprises provided addendum options for a 6 year contract, effective upon

installation of a front loading compactor, for \$1,275.00/month or a 5 year contract, effective upon installation of a front loading compactor, for \$1,395.00/month. It was noted these costs were total for the Tower 1 front loading (apartment) compactor, three 2 yard compactor containers and the Tower 2 compactor.

Jay Hannen with Coastal Waste apologized for not being able to supply the roll off truck needed for Tower 1. He noted that with a front loading compactor the cost would be significantly less as the truck is able to remove the compactor trash into the truck in 15 minutes instead of hauling off the compactor for hours with additional charges for time and travel. He indicated this is noted on the Coastal Waste addendum for 3X week frequency at \$1,053.00/monthly base rate for the Tower 1 front loading compactor. Jay noted that the total estimated cost for February-August 2023 would have been just over \$17,000 with the front loading compactor and increase as reflected by Brask Enterprises. The attached breakdown as well reflected a total estimated cost for Tower 1 of under \$26,000.00. He added that with the change the cost savings for Tower 1 compared to the current contract would be an estimated \$9,500.00-\$10,000.00.

On a **motion** by Nancy Stovall and a second by JPorter Share to move forward with the Brask Enterprises addendum for a 6 year agreement at \$1,275.00/month for the Tower 1 & 2 compactors and three compactor containers, the motion carried unanimously. On a **motion** by Nancy Stovall and a second by JPorter Share to accept the Coastal Waste addendum for Tower 1 for 3X monthly haul for \$1,053.00/monthly base rate on a front loading compactor, the motion carried unanimously.

- C. (Moved from H) Loan & Insurance Committee Updates:** Owner Gary Middleton headed the discussion for the Non Residential Unit Loan committee with recommendations as noted on the attached pages to be presented to the Board of Directors and with the Board of Directors to make a final decision. The Board continued discussion of the committee options with no decision made at that time. Owner Leisa Kibble headed the discussion for the insurance committee with recommendations as noted on the attached pages to be presented to the Board of Directors and with the Board of Directors to make a final decision. The Board continued discussion and it was understood that no decisions could be made by the Board until it was closer to renewal time with maturity dates of May 1 and July 1.
- D. (Moved from C) Vending Machines Discussion:** Derek discussed that Giambra and Coca-Cola in a joint venture with the Association in 2019 elected to have vending machines placed on property to better serve the community and the Association also entered into a written agreement with Gulf Ice for an ice machine for bags of ice. It was noted that the vending machines have created income of roughly \$9,000.00/year and are serviced and stocked by Giambra, Coca-Cola and Gulf Ice. The Association researched the energy costs of running the machines with the operators of the machines due to an Owner inquiry. The cost of electricity was determined to be estimated \$1,104.00/year with additional research done online. Derek noted that the contract with Giambra and Coca-Cola is a verbal contract entered into in 2019 with the Association. He added that vendors normally require a minimum of 5 companies to enter into an agreement and the management company only had 2 at that time, one of which was Grand Panama. The vendors normally offer a 20% commission on sales but were willing to enter into a verbal agreement with 30% commission on sales. He noted that the Gulf Ice agreement is on the Owner website. He also noted that the revenue is not tracked with the budget and is considered additional income.
- E. (Moved from D) Current Beach Services Contract Discussion:** Glenn noted that the beach is leased out to Aquatic Adventures for the next 3 years with the sole right of Aquatic Adventures to use of chair rentals, watercraft and other items as noted in the agreement. He added that any Owners who wish to have an event on the beach need

to communicate with Aquatic Adventures and that parking rights have not been given up to lease out this beach area.

- F. (Moved from E) Parking Discussion:** Glenn noted that while parking spaces are for Owners and their guests, the overall number of parking spaces is still limited and the Association has over the years opened up over 100 spaces between the ground area surrounding Tower 2 and the back lot deeded to the Association. He relayed that with the increase in the Association dues, it is important to maximize usage of the parking spaces to obtain as much parking revenue as possible with guests. While 2 parking spaces are permitted per guest registration, he noted that the Association will not advertise more than 2 parking spaces but a third may be accommodated based on availability as determined by Owner Services and security. Glenn also noted that day passes can be distributed from time to time for short term visits by friends and family of Owners and are not charged, however, it is not for overnight visits. Darrell posed a question about Owners purchasing additional parking spaces but it was noted that the Association had looked into this in the past and requires an amendment of the governing documents and 80% positive vote.
- G. (Moved from F) Trailers Discussion:** Glenn noted that the governing documents state trailers in general, with the Non-Residential Units being the exception, are not permitted on property, however, trailers have serviced the Association in the past for ongoing long-term projects such as Valcourt or the stand alone garage lights being installed. He advised that the handling of a trailer violation is at the discretion of the Board of Directors. He noted that for Owners having work being done on units or move-ins/move-outs, the Owner would be permitted a 72 hour window for a trailer as long as the Owner contacts Owner Services and security of the trailer and obtains a band for the trailer hitch. He advised that trailers are not to be utilized in any of the parking garages and only to be located in the back lot northwest of Tower 2. It was also communicated that the Association has permitted trailers during the two bike weeks in the past as the developer had initially permitted them during those weeks.
- H. (Moved from G) Fine Process:** Derek noted that the first notice for a violation is emailed to the Owner with generally a notification of 7 days to comply. He added that if the Owner is still not in compliance, a fine violation notice would be mailed to the Owner regular and certified mail to the mailing address and physical address. This would include the hearing committee date/time with photos taken whenever possible from this date up to the hearing committee date. He noted violations and photos would be presented to the hearing committee as they must remain impartial and the hearing committee to vote Yes or No on the fine. He added that if a fine is assessed, the Owner can pay or not pay but could have a lien placed on the unit if the Owner elects not to pay. If the violation continued, whether the Owner pays or not, the violation process could start over at any time for the same or different violation.
- I. Financial Discussion:** Glenn noted that the December/year-end financials should be available on or near the 23rd and confirmed by Amy. Amy noted that once available, a preliminary pre-audited financial will be done. She stated the auditors have already started pulling bank statements from previous months to begin working on the audit. Once the audit is available, it would be typically sent to the Board Treasurer and President for review. She added the audit will be sent to the remainder of the Board once the Treasurer and President approve. Audit journal entries will then be reviewed and notice will be sent to the Owners that the audit is available and placed in Appfolio and on the Owner website. She noted the process is typically completed in April and 2023 prior retained earnings will be segregated out and rolled into all retained earnings. With a question by Glenn on the status of funds being moved to Servis1st, Amy noted that finalization was just completed of all accounts moved from Community Bank to Servis1st.

H. **ADJOURNMENT:** Nancy Stovall **motioned** and a second by James Eagleson to adjourn at approximately 05:26 PM CT. The motion was **approved** and carried unanimously.

Respectfully Submitted,

Derek Gilbert, LCAM



February 2023	Waste Pro	Coastal Waste	Front Load
Tower 1 Haul Frequency	8	6	3
Haul Cost x frequency	\$4,298.16	\$3,223.62	\$1,053.00
Equipment Rental	\$0.00	\$0.00	\$381.55
Tonnage Cost	\$326.26	\$323.95	\$0
Fuel Free	\$444.24	\$0	\$0
Monthly Total	\$5,068.66	\$3,547.57	\$1,434.55

March 2023	Waste Pro	Coastal Waste	Front Load
Tower 1 Haul Frequency	8	6	5
Haul Cost x frequency	\$4,298.16	\$3,223.62	\$1,754.00
Equipment Rental	\$0.00	\$0.00	\$381.55
Tonnage Cost	\$588.35	\$584.10	\$0
Fuel Free	\$525.43	\$0	\$0
Monthly Total	\$5,411.94	\$3,807.72	\$2,135.55

April 2023	Waste Pro	Coastal Waste	Front Load
Tower 1 Haul Frequency	11	7	5
Haul Cost x frequency	\$5,809.97	\$3,760.89	\$1,754.00
Equipment Rental			\$381.55
Tonnage Cost	\$696.88	\$691.90	\$0
Fuel Free	\$655.95	\$0	\$0
Monthly Total	\$7,162.80	\$4,452.79	\$2,135.55

May 2023	Waste Pro	Coastal Waste	Front Load
Tower 1 Haul Frequency	14	11	7
Haul Cost x frequency	\$7,521.78	\$5,909.97	\$2,446.00
Equipment Rental			\$381.55
Tonnage Cost	\$789.95	\$784.30	\$0
Fuel Free	\$863.84	\$0	\$0
Monthly Total	\$9,175.57	\$6,694.27	\$2,827.55

June 2023	Waste Pro	Coastal Waste	Front Load
Tower 1 Haul Frequency	12	10	7
Haul Cost x frequency	\$6,447.24	\$5,372.70	\$2,446.00
Equipment Rental			\$381.55
Tonnage Cost	\$1,168.86	\$1,160.00	\$0
Fuel Free	\$777.56	\$0	\$0
Monthly Total	\$8,393.66	\$6,532.70	\$2,827.55

July 2023	Waste Pro	Coastal Waste	Front Load
Tower 1 Haul Frequency	12	10	7
Haul Cost x frequency	\$6,984.51	\$5,372.70	\$2,446.00
Equipment Rental			\$381.55
Tonnage Cost	\$1,552.20	\$1,541.10	\$0
Fuel Free	\$840.34	\$0	\$0
Monthly Total	\$9,377.05	\$6,913.80	\$2,827.55
August 2023	Waste Pro	Coastal Waste	Front Load
Tower 1 Haul Frequency	13	10	7
Haul Cost x frequency	\$6,984.51	\$5,372.70	\$2,446.00
Equipment Rental			\$381.55
Tonnage Cost	\$660.87	\$656.15	\$0
Fuel Free	\$804.00	\$0	\$0
Monthly Total	\$8,449.38	\$6,028.85	\$2,827.55
February to August	\$53,039.06	\$37,977.70	\$17,015.85

January	Front Load
Tower 1 Haul Frequency	3 days week
Service Frequency Cost	\$1,053.00
Equipment Rental	\$381.55
Monthly Total	\$1,434.55

February	
Tower 1 Haul Frequency	3 days a week
Service Frequency Cost	\$1,053.00
Equipment Rental	\$381.55
Monthly Total	\$1,434.55

March	
Tower 1 Haul Frequency	5 days a week
Service Frequency Cost	\$1,754.00
Equipment Rental	\$381.55
Monthly Total	\$2,135.55

April	
Tower 1 Haul Frequency	5 days a week
Service Frequency Cost	\$1,754.00
Equipment Rental	\$381.55
Monthly Total	\$2,135.55

May	
Tower 1 Haul Frequency	7 days a week
Service Frequency Cost	\$2,446.00
Equipment Rental	\$381.55
Monthly Total	\$2,827.55

June	
Tower 1 Haul Frequency	7 days a week
Haul Cost x frequency	\$2,446.00
Equipment Rental	\$381.55
Monthly Total	\$2,827.55

July	
Tower 1 Haul Frequency	7 days a week
Service Frequency Cost	\$2,446.00
Equipment Rental	\$381.55
Monthly Total	\$2,827.55

August	
Tower 1 Haul Frequency	7 days a week
Service Frequency Cost	\$2,446.00
Equipment Rental	\$381.55
Monthly Total	\$2,827.55

September

Tower 1 Haul Frequency	5 days a week
Service Frequency Cost	\$1,754.00
Equipment Rental	\$381.55
Monthly Total	\$2,135.55

October

Tower 1 Haul Frequency	5 days a week
Service Frequency Cost	\$1,754.00
Equipment Rental	\$381.55
Monthly Total	\$2,135.55

November

Tower 1 Haul Frequency	3 days a week
Service Frequency Cost	\$1,053.00
Equipment Rental	\$381.55
Monthly Total	\$1,434.55

December

Tower 1 Haul Frequency	3 days a week
Service Frequency Cost	\$1,053.00
Equipment Rental	\$381.55
Monthly Total	\$1,434.55

Total annual estimated cost \$25,590.60

Non-Residential Unit Loan Payment Option Committee

Situation: The Association secured a loan from BanCorp South for \$2,300,000 to purchase 6 non-residential units which is amortized over 20 years at 4.25%. It has a 5-year balloon payment due 12/28/2025 and the payoff would be \$1,902,968.96. The current monthly payment, which is in the operating budget, is \$14,317.68, \$171,812.16 for a year.

The board of directors chartered the **Non-Residential Unit Loan Payment Option Committee** to:

- Identify all options for satisfying the balloon payment due
- Investigate each option and identify the pros and cons of each option
- Prepare and present a recommendation to the board

Committee Members

- Gary Middleton, facilitator
- Mike Harper
- Dennis Hetman
- Dean O'Reilly
- JPorter Share
- Elmer Smith
- Nancy Stovall
- Jarod Triplett

Non-Residential Unit Loan Payment Option Committee

Discussion: The Committee met on January 11, 2024 and reviewed pros and cons of paying off the loan or refinancing the loan.

Payoff Loan

Pros

- Unknown interest rates in two years. Will definitely be higher than the current 4.25% rate
- If refinanced, interest paid on the loan over the next 15 years would be near \$1,000,000
- Being free of the debt would give the Association a much better position in two years

Cons

- Additional burden on the owners with the additional payment amount
- The ability of owner to pay and forced to sell their units
- Impact to operating budget to cover the assessment amount for non-residential units

Refinance the Loan

Pros

- Investment companies and banks are willing to negotiate refinancing options
- With higher interest rates, increase to unit owners would average between \$9-\$16 a month per unit

Cons

- Uncertainty of interest rates
- Amount of interest and origination cost paid by the Association

Numbers Are Estimates Only

Committee Recommendations

- Decision: Based on consensus of the committee, the recommendation is to payoff the balloon payment by 12/28/2025.
- Options for Payoff
 - Two lump sum payment, one in October 2024 and one in October 2025
 - A monthly assessment payment starting in April 2024 and continuing until December 2025
- Note
 - Money collected would go directly to the loan and applied to the principal

Unit Type	Reference - One Lump Payment	Two Lump Sum Payments			Total	Payments Starting 4/1/2024 - December 2025	
		10/3/24	10/1/25	Total		Monthly	Total
Tower 1							
C&D	\$5,956	\$ 2,978	\$ 2,824	\$5,647	\$273.40	\$5,741	21 Payments
EBF	\$7,909	\$ 3,754	\$ 3,560	\$7,120	\$344.70	\$7,239	
G	\$10,054	\$ 5,027	\$ 4,766	\$9,533	\$461.51	\$9,692	
H	\$11,649	\$ 5,825	\$ 5,523	\$11,045	\$534.76	\$11,230	
TOWER 2							
B	\$4,738	\$ 2,369	\$ 2,246	\$4,493	\$217.52	\$4,569	
D	\$5,956	\$ 2,978	\$ 2,824	\$5,647	\$273.40	\$5,741	
E & F	\$7,651	\$ 3,825	\$ 3,627	\$7,254	\$351.21	\$7,325	
G	\$10,059	\$ 5,030	\$ 4,769	\$9,538	\$461.77	\$9,697	
H	\$11,890	\$ 5,945	\$ 5,637	\$11,774	\$545.94	\$11,403	
Total	\$1,902,969			\$1,841,424		\$1,814,512	
(Option Savings in Interest					\$61,545		
						\$68,957	

Sale Price	\$ 1,900,000.00
Down Payment	\$ -
Interest Rate	8%
Closing Cost	\$4,500
Monthly Payment	\$15,892.37
Balloon Payment	\$1,678,877.87
Loan Amount	\$1,900,000.00
Total Interest	\$716,527.70
Total Paid	\$2,616,527.70
Payoff Time	5 Yrs

Number of Payments	60
Annual Cost	\$190,708.44
Total Property Cost	\$2,621,027.70

**Grand Panama Beach Resort
Non Residential Units
2024**

The Association secured a loan from BanCorp South for \$2,300,000.00 which is amortized over 20 years at 4.25%. It has a 5 year balloon due 12/28/2025 and the payoff would be \$1,902,968.76, which is normal for commercial loan, and means at that point the association can pay off the loan, renegotiate the loan with the current bank or reach out to other banks for financing. The monthly payment is \$14,317.68.

- **Non-Residential Units**
 - **Non-Residential Unit Rentals**
 - Suite 100 Real Estate
 - Suite 200 Panhandle Getaways/General Store
 - Suite 300 Donut/Coffee Shop
 - Tiki Hut - Tower 1
 - Tiki Hut - Tower 2 (not leased)
 - **Storage Area Rentals**
 - Property Management Unit

2024	Yearly	*Yearly	
Income	Income	Expenses	Net Income
Non-Residential Unit Rentals	\$172,500	\$192,069	\$ -19,569
Storage Area Rentals	\$ 74,820	\$ 15,824	\$ 58,996
Total NRU	\$247,320	\$207,893	\$ 39,427

* Expenses include Association Assessments (which include property tax), sales tax and repairs and maintenance.

GP Insurance Committee Report 1/19/24

The insurance committee met with Anthony Dubois, President of Coastal Community Insurance Agency to gather more information on increased premiums on all Grand Panama COA insurance policies.

Anthony's Agency has the largest number of Insurance Company Contracts to write coastal condo association business of any agency in Florida. He has COA accounts from Tallahassee to Biloxi, MS.

There are only 25 insurance companies in the whole state of FL that will write coastal property for COA. Given the size of Grand Panama both in height and amenities, not all COA insurance companies will write the property. Fortunately, the age of the building, the well-kept grounds, maintenance, building, parking lots, etc. is a huge plus for receiving quotes.

Insurance companies allow agents to send submissions for quotes from 45 to 120 days prior to the renewal depending on the line of insurance they write. Many of those insurance companies do not return a quote until a few weeks, even days before the expiration date of the current term.

Background history of a risk with an agent that goes to work for you is a huge asset. Here are a few items Anthony has taken upon his agencies own expense to help Grand Panama.

About 10 years ago Grand Panama buildings and garage was in a VE flood zone. That is the highest risk flood zone there is. Anthony hired surveyors and engineers to put together everything required by FEMA to rezone the property. The forethought and work Anthony put into that project saved the COA \$100,000+ each year since that rezoning.

A Tower 2 damage/water claim was making a carrier decline our submission for insurance and was the best quote at the time. Anthony's agency hired an engineer to come and crawl through the roof line to the edge of the wall to show the repairs that were made in the claim process. Anthony walked with the engineer in that inspection. In their findings report and photos Anthony was able to convince the insurance company to offer GP a quote for that year that saved the COA thousands of dollars.

The state of FL passed on Dec 29, 2023, a new regulation/legislation that has changed the insurance companies' interest in writing the State of Florida. It is hopeful that in the next 12-18 months there will be more opportunity to create a little more competition in the insurance market to help the current premium situation. Anthony has already been able to add 1 more company that he will be sending renewal applications to for our next renewal.

The committee recommends:

1. Ask Anthony to submit at renewal for a quote on a policy of 16 or 17 months to change the renewal dates where we have accurate premium numbers to use in setting the following years COA budget. The number of months extension needed will be based around hurricane season. We do not need a renewal to be near hurricane season where we might be in a situation where our renewal would be suspended because of a hurricane brewing and a moratorium be in place.
 2. Collect from Anthony a list of all carriers he has contracts with so the board can research if there are any insurance companies in the state that we can pursue to offer us a quote that Anthony does not have a contract with.
 3. Request quotes for higher deductibles on the property for review of potential premium savings.
-

	Monthly Charges			Delta
	2021-2023 Contract	2024-2025 Proposal		
WOW Services				
Bulk Master Ca	\$ 7,559.19	\$ 7,559.19	\$ -	
DIA Circuit	\$ 1,000.00	\$ 1,300.00	\$ 300.00	
Total Monthly	\$ 8,559.19	\$ 8,859.19	\$ 300.00	
Total Yearly	\$ 102,710.28	\$ 106,310.28	\$ 3,600.00	
2024 Budget		\$ 93,869.75		
Lobby Phone	\$ 63.50	\$ 63.50	\$ -	
Elevator Phone	\$ 231.78	\$ 231.78	\$ -	
Total Monthly	\$ 295.28	\$ 295.28	\$ -	
Total Yearly	\$ 3,543.36	\$ 3,543.36	\$ -	
2024 Budget		\$ 6,135.93		



WOW!

Proposal for Grand Panama
2.5.2024

Proposal by: Krista Barker

Proposal Date: 2.5.2024

Thank you for the opportunity to continue to earn your business!

Rates are valid through 3.22.2024



Current Billing

Bulk Video Rates:

Expanded Basic Cable - \$14.95 per unit

HBO - \$5.50 per unit per month

DTA Boxes - \$2.00

Total Monthly Billing: \$22.45 per unit per month

Total Billing: \$6,712.55 (+ taxes and fees)

WOW! Did not take any rate increases that we could have taken. Not taking these rate increases has saved Grand Panama a significant amount of money. Rate Increase Language – 10% after year 1 10/1/2022 - Rate increase should have been 2.045 which would have taken the per unit rate to \$24.50 - per month rate would have increased to: \$7,324.00 - not taking this rate increase saved Grand Panama an estimated: \$7,337.40

10/1/2023 - Rate increase should have been 2.45 which would have taken the per unit rate to \$26.95 - per month MRC would have increased to: \$8,058.05 - not taking this rate increase saved Grand Panama an estimated: \$6,727.50

Bulk Video Proposal

- ❖ Bulk Video will be renewed for 2 years at the following rates:
 - Expanded Basic Cable - \$14.95 per unit per month
 - HBO - \$5.50 per unit per month
 - DTA - \$2.00 per unit per month
- ❖ Total Monthly Billing: \$22.45 per unit per month
- ❖ **Total Bulk Video Billing: \$6,712.55 (+ taxes and fees)**

- ❖ Requires a 1 GIG Mbps DIA Circuit billed at \$1,300.00 per month (includes 5x Static IP's)

Total Monthly Amount: \$8,035.00 (+ taxes and fees)

Rates are good through March 22, 2024



BUSINESS SERVICE ORDER

Business: GRAND PANAMA ASSOCIATION - Bulk

Phone: (850) 235-6647

Date: 2/5/2024

Account #: 19610246

Fed Tax ID: 11111111

Quote #: OPP-991085

Contact: Derek Gilbert

Email: derekg@rcamflorida.com

PHYSICAL ADDRESS
11800 Front Beach Rd
Panama City Beach FL 32408

BILLING ADDRESS
495R N Richard Jackson Blvd
Panama City Beach FL 32407

CONTRACT TERM
24 month(s)

SALES REP
Krista Barker
8505418661
krista.barker@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Cable TV						
Bulk Master Medium Cable	Bulk Master Medium Cable	Renewal	299	\$14.95	\$0.00	\$4,470.05
Bulk Master Digital Adapter	Bulk Master Digital Adapter	Renewal	299	\$2.00	\$0.00	\$598.00
Bulk Master MDTA	Bulk Master Mini Digital Transmit Adaptor	Renewal	1	\$0.00	\$0.00	\$0.00
Bulk Hospitality HBO	Bulk HBO Added to Basic Cable TV Product for Hospitality	Renewal	299	\$5.50	\$0.00	\$1,644.50
Total:					\$ 0.00	\$ 6,712.55
Pricing subject to approval after internal review					Total:	\$ 0.00
						\$ 6,712.55

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,



or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial



Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Date: _____

Print Name: _____

Print Name: Krista Barker

Title: _____

Title: Mgr, Account Management

Date: _____

Service Address: 11800 Front Beach Rd Panama City Beach FL 32408

Phone: (850) 235-6647

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _ _ _ _

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



BUSINESS SERVICE ORDER

Business: GRAND PANAMA ASSOCIATION - DIA

Phone: 8502356647

Date: 2/5/2024

Account #: 19839357

Fed Tax ID: 1111111

Quote #: OPP-991082

Contact: Derek Gilbert

Email: derekg@rcamflorida.com

PHYSICAL ADDRESS
11800 Front Beach Rd
Panama City Beach FL 32407

BILLING ADDRESS
495 N Richard Jackson
Boulevard
Panama City Beach FL 32407

CONTRACT TERM
24 month(s)

SALES REP
Krista Barker
8505418661
krista.barker@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges	
Data							
DIA - 1Gbps	Dedicated Internet Access - 1Gbps	Renewal	1	\$1,278.01	\$0.00	\$1,278.01	
Static IP (5)	Static IP (5 Usable)	Renewal	1	\$21.99	\$0.00	\$21.99	
Total:					\$ 0.00	\$ 1,300.00	
Pricing subject to approval after internal review					Total:	\$ 0.00	\$ 1,300.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

_____ (Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and Tariffs and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial



Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Krista Barker

Title: Mgr, Account Management

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Address: 11800 Front Beach Rd Panama City Beach FL 32407

Phone: 8502356647

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

Knology of Florida, LLC dba WOW Internet, Cable & Phone

EXCLUSIVE BULK CABLE TELEVISION SERVICES AGREEMENT
HOSPITALITY PROPERTY

Addendum to Business Service Order 991085 & 991082

This Agreement, made this **5th day of February, 2024**, (the "Effective Date") by and between **Grand Panama Association** ("Owner"), with its principal office located at **11800 Front Beach Rd, Panama City Beach, FL 32408** and Knology of Florida, LLC dba WOW! Internet, Cable and Phone, a Delaware Limited Liability Company ("Operator")

WHEREAS, the Operator is in the business of providing cable television services; and

WHEREAS, Owner owns certain real property and improvements located at **11800 Front Beach Rd, Panama City Beach, FL 32408** known as **Grand Panama** currently consisting primarily of **299 Units** (the "Property"); and

WHEREAS, Owner desires to make Operator's services available to the guests of the Property (the "Guests"), and Operator is willing to provide such services to the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Rights Granted to Operator.

1.1 Services. In consideration for the payment of a monthly bulk rate fee identified on Exhibit A (the "Initial Rate"), Operator shall during the term of this Agreement provide each individual Unit within the Property with the services listed on Exhibit A ("Bulk Services"). Operator shall have the exclusive right, to the extent permitted by applicable law, to provide the services, as listed on Exhibit A (the "Services"). Exhibit C ("Terms and Conditions to Business Customer Agreement") shall be incorporated herein by reference and shall provide additional information related to the expectations and obligations of Owner and Operator pursuant to this Agreement. In the event of a conflict between the terms recited in the body of this document and Exhibit C, then the terms recited within the body of this document shall control.

1.2 New Technological Development. Owner and Operator recognize that, during the term of this Agreement, cable television and telecommunications technology, the regulation of those services and the programming available for distribution will undergo continual change. As a result of such change, the technology, distribution method, equipment and services contemplated at the time of execution of this Agreement may become obsolete, uneconomical, or otherwise disadvantageous. Operator, at its sole discretion, may employ new technologies to deliver Services to Residents and may add, modify or discontinue Services at any time.

1.3 Use of the Property. Operator and its agents and contractors shall have full right of access to the Property in order to design, construct, install, maintain, repair, upgrade and operate the system and network to provide the Services, including without limitation underground cable, pedestal locations and power supply locations (collectively, the "System"). The construction and maintenance work for the System shall be performed in a good and workmanlike manner, and free from liens. Operator may, at its expense, install such equipment on the Property as it deems necessary from time to time for the operation of its System. Operator shall have the right to utilize in its sole discretion any existing wiring, cable, conduit

or other similar facilities within or upon the Property that are owned or controlled by Owner (“Owner Facilities”).

1.4 Marketing. Owner agrees that it will exclusively market the Services to Residents, as reasonably requested by Operator. Owner will reasonably cooperate with Operator in marketing the Services to Residents and will not market another provider's products and/or services related to voice, video, or data services during the term of the Agreement, including but not limited to cable television services and satellite master antenna television services. The parties agree that the terms, conditions and charges for Services shall be between the Owner and the Operator. Credits, if any, for service interruption shall be granted to the Owner in accordance with the policies and tariffs, if applicable, of Operator and its agents.

2. Obligations of Operator.

2.1 Installation of System. Operator agrees that it will construct and install the physical plant necessary to operate the System as specified on Exhibit C, if applicable.

2.2 Relocation of System. If at any time during the term of this Agreement, Owner shall alter its common areas, public places, buildings and public ways, or otherwise require the relocation of any elements of the System, Operator, upon reasonable notice from Owner, shall relocate its wires, cable, conduit, manholes, and other fixtures at the sole expense of Owner, in accordance with Operator's customary and prevailing rates.

2.3 Maintenance, Construction and Service Standards. The System, including any new construction, shall be constructed, operated and maintained by Operator to meet or exceed (a) the technical requirements and standards promulgated by the Federal Communications Commission ("FCC"); (b) all other laws, regulations and ordinances applicable to the System or the Service; and (c) prevailing industry standards.

2.4 Restoration. Upon the completion of any installation, maintenance, repair, or removal of the System or any part thereof, Operator shall restore the relevant portion of the Property to as good a condition as that which existed immediately prior to such installation, maintenance, repair or removal (normal wear and tear excepted).

2.5 Insurance and Indemnification. Operator shall indemnify and hold harmless Owner from and against any and all liability, suits, damages and judgments arising from: (i) any injury to, or death of, any person or persons or damage to property that is caused by Operator's negligence in the installation, maintenance, repair, operation or removal of the System; or (ii) any breach or non-performance by Operator of any of its representations, obligations or covenants contained in this Agreement. Operator shall maintain public liability insurance in connection with its responsibilities hereunder in an amount of not less than \$1,000,000 for personal injury or death to one person or for property damage resulting from an accident, with additional umbrella coverage of not less than \$2,000,000. OPERATOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, OR DOWN TIME COSTS, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

2.6 Compensation. During the term of this Agreement, Owner agrees to pay the compensation set forth on Exhibit A to Operator. Operator reserves the right to increase its rate at any time beginning one (1) year after the Effective Date. Any such increase in rates will not exceed the percentage rate increases implemented for Operator's non-bulk residential customers.

3. Obligations of Owner.

3.1 Assistance to Operator. Owner shall provide Operator reasonable access to each Unit when required to provide Service to the Property. Owner agrees that it will cooperate with Operator to place all electronics, nodes, and other equipment necessary to deliver the Service to the Property.

3.2 Easement. During the term of this Agreement, Owner does hereby grant and convey to Operator, and its successors and assigns, a non-exclusive easement in, under, on, over, through and across the Property for the purposes of constructing, installing, maintaining, repairing, updating and operating the System on the Property. The easement and other rights and interests granted to Operator in this Agreement constitute interests in real property and covenants binding upon Owner and all subsequent owners and others who may claim any interests in or upon the Property, and shall run with the title of the Property.

3.3 The Property. Owner represents and warrants to Operator that it is the sole legal and beneficial owner in fee simple of the Property and that no party holds any rights or interests with respect to the Property that conflict with any rights or interests that Owner grants to the Operator under this Agreement.

3.4 System Solely for Use by Operator. Owner shall not permit the System to be used by any party other than Operator.

3.5 Duty to Report. Owner shall use reasonable efforts to maintain the Property in a manner which preserves the integrity of the System and the Property. Owner agrees to report to Operator any defect, condition, occurrence or damage to the Property or the System that does or could materially affect the security of the Property or the provision of the Services.

3.6 Indemnification. Owner shall indemnify and hold harmless Operator from and against any and all liability, suits, damages and judgments, arising from (a) any injury to or death of, any person or persons or damage to property that may be caused by Owner's negligence or any other act, omission or error of Owner, its agents, contractors, employees or licensees or (b) any breach or non-performance by Owner of any of its representations, obligations or covenants contained in this Agreement.

3.7 Operator Equipment. Owner shall be responsible for all channel converters, remote control units, digital adapters, modems and other equipment required to provide the Services, and agrees to pay Operator the cost of repairing or replacing any such lost or damaged equipment.

4. Term; Termination.

4.1 Term. The initial term of this Agreement shall commence on the date Services are first activated at the Property and shall end on the date that is **TWO (2)** years after all **299 units** have been completed and are available for occupancy. This Agreement will be automatically renewed for two (2) additional renewal terms of two (2) years each, unless Operator or Owner provides written notice to the other party of its intention not to renew not less than 120 days prior to the expiration of the initial term or any the first renewal term, as applicable.

4.2 Termination by Owner. Owner may terminate this Agreement without further penalty or liability if Operator shall be in material breach of a provision of this Agreement and such breach shall not be cured within sixty (60) days after receipt of written notice thereof. Notwithstanding the foregoing, Operator shall not be considered to have breached a provision hereof if performance is prevented or delayed by Act of God or other circumstance beyond Operator's reasonable control.

4.3 Termination by Operator. Operator may terminate this Agreement at any time by notice to Owner without further liability, (a) if Owner is in material breach of a provision of this Agreement

and such breach shall not be cured within thirty (30) days after receipt of written notice thereof; (b) if Operator does not obtain all permits or other approvals required from any governmental authority or any easements required from any third party to operate its System; (c) if any such permit or approval is canceled, expires or is withdrawn or terminated; (d) if Owner fails to have authority to enter into this Agreement; (e) if Owner fails to have authority to perform its obligations under this Agreement; or (f) if Owner sells, conveys or otherwise transfers, whether voluntarily or involuntarily, the Property to a third party. Upon such termination, Operator will be relieved of all obligations under this Agreement.

4.4 Termination Payment. In the event of a termination of this Agreement by Operator as provided in Section 4.3(a), (d), (e), or (f) above a termination payment (“Termination Payment”) shall become immediately due and payable from Owner to Operator. Such Termination Payment shall be calculated based on the “Per Unit” amount as provided on Exhibit A multiplied by the number of Units stated above, multiplied by the number of months remaining under existing term of the Agreement all as in effect as of the date of the termination. *For the avoidance of doubt, if Operator terminates this Agreement as provided in Section 4.3(a), (d), (e) or (f) above in the 24th month after the Effective Date, the Termination Payment would be equal to the current “Per Unit” rate in effect x148 Units x 36 remaining months.*

4.5 Operator’s Right to System Upon Termination. In the event of any termination of this Agreement, in addition to any requirements imposed by applicable law or FCC regulation, Operator shall have at least ninety (90) days from the date of such termination to remove and/or sell and transfer all or part of the System. Both during and after the term of this Agreement, the System, defined as all equipment installed at the Property by Operator or its agents, including without limitation inside wiring, shall be and remain the sole property of Operator. The System, including without limitation, all wiring, shall not become or be considered a fixture of the Property upon which, or in which, it is located. In no event shall the System be considered abandoned unless Operator provides written notice of intent to abandon the System to Owner.

5. Representations and Warranties.

5.1 Operator. Operator represents and warrants to Owner that it is a LLC duly organized, validly existing and in good standing under the laws of the State of Delaware and that it has full corporate power and authority to enter into and perform this Agreement and that it is not a party to any agreement which conflicts with the terms of this Agreement.

5.2 Owner. Owner represents and warrants to Operator that it is a corporation, duly organized, validly existing and in good standing under the laws of the **State of Florida**. Owner has full power and authority to enter into and perform this Agreement and it is not a party to, nor is the Property subject to, any agreements or easements which conflict with the terms of this Agreement.

6. Miscellaneous.

6.1 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by Operator without the prior consent of Owner, which consent will not be unreasonably withheld or delayed; provided, however, that Owner's consent shall not be required in the event of an assignment by Operator to an entity controlling, controlled by or under common control with Operator; in the event of a sale by Operator of substantially all of its assets to an operator which serves the area in which the Property is located; or in the event of a lien or other encumbrance for the purpose of securing indebtedness incurred by Operator.

6.2 Notices. All notices and communications hereunder or with respect hereto shall be deemed to have been only given when actually delivered to the addressee, addressed to the following:

If Operator to: WOW! Business
7012 US HWY 98
Panama City Beach, FL 32407

If Owner to: Grand Panama
11800 Front Beach Rd
Panama City Beach, FL 32408

6.3 Dispute Resolution. Any dispute arising out of or relating to this Agreement, (other than actions for the collection of debts owed by Owner to Operator), must first be submitted to the other party, at the address provided herein, for resolution in the normal course of business. Any and all disputes, (other than actions for the collection of debts owed by Owner to Operator), which have not been resolved within ninety (90) calendar days from the date of the initial submission of the dispute to the other party, shall be resolved by final and binding arbitration, governed by the Federal Arbitration Act (“FAA”) 9 U.S.C. §1-16 and according to the applicable commercial arbitration rules and fee schedule of the American Arbitration Association (“AAA”), as modified by this agreement. The applicable AAA commercial rules shall be those commercial rules of the AAA which are in effect on the date such dispute is submitted to the AAA. All disputes arising under this agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory, (other than an action for the collection of debts owed by Owner to Operator), shall be resolved by such final and binding arbitration and judgment on any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Any question regarding whether a particular controversy, or the procedures therein, is subject to arbitration shall be decided by the arbitrator. All parties to the arbitration must be individually named, there shall be no right or authority for any claim to be arbitrated or litigated on a class action or consolidated basis or in any type of representative capacity on behalf of any other person or persons whether or not similarly situated. The arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify the terms of this Agreement in conducting the arbitration and making any award. The arbitrator may not award, and the parties expressly waive any claim for awards for, indirect, consequential, punitive or multiplied damages or attorneys’ fees, or any other damages that are barred by this agreement, unless such damages are expressly authorized by a relevant statute. Any claim or dispute arising out of or relating to this Agreement must be brought within two (2) years after the date on which the basis for the dispute or claim first arises, or within such other time period as may be prescribed by relevant statute.

6.4 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior representations, understandings and agreements between them, with respect to the subject matter hereof.

6.5 Amendment; Waiver. The Agreement may be amended only through a written document signed by both parties. The waiver by either party hereto of any matter provided for herein shall not be deemed to be a waiver of any other such matter.

6.6 Memorandum of Agreement and Easement. The parties agree to execute a Memorandum of Agreement and Easement in the form of Exhibit B attached hereto for the purpose of evidencing the existence of this Agreement to third parties. The Operator may record the Memorandum in the appropriate office for real estate records.

6.7 Governing Law. This Agreement shall be construed in accordance with and be governed by the internal laws of the State where the Property is located.

6.8 Severability. In the event that any part of this Agreement shall be held to be invalid or otherwise unenforceable, the entire agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect. In the event that a subsequent change in law or regulation prohibits any part of this Agreement from being exclusive, the parties agree that such action shall not terminate or otherwise affect this Agreement, other than removing or modifying the affected exclusivity provision.

6.9 Independent Contractor Status. The parties agree that Operator is an independent contractor, and there is no employer-employee, partnership, joint venture or other agency relationship between Owner and Operator.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

OWNER:

OPERATOR:

Grand Panama Association

Knology of Florida, LLC dba WOW

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

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EXHIBIT A

1. Services to Owner and Compensation to Operator

Operator shall provide the following Services to Owner and Owner shall pay Operator the following fee:

<u>Service</u>	<u>Per Unit</u>
Basic Expanded Cable TV	\$14.95
HBO	\$5.50
Digital Adapters	\$2.00
Total Initial Monthly Billing (299 x \$22.45)	\$6,712.55

Requires minimum of 1 GBPS DIA Circuit billed at \$1,300.00 - OPP 991082

The above rates do not include applicable taxes, fees and surcharges. Per Unit charges are subject to change in accordance with the Agreement. All payments shall be due upon the receipt of an invoice from Operator; provided, however, failure to issue an invoice or issuance of an incorrect invoice shall not affect the obligation of Owner to pay the agreed upon compensation. No payment by Owner or receipt by Operator of a lesser amount than the agreed upon compensation shall be deemed to be other than on account of the agreed upon compensation, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Operator may accept such check or payment without prejudice to its right to recover the balance of such compensation or pursue any other remedy. Interest on any payments not received by Operator by the fifth business day of each month shall accrue at the lower of 1.5% per month, or the highest rate allowed under applicable law. Upon any delinquency in payment, Operator shall, in addition to any other legal or equitable remedies it may have under the Agreement or applicable law, have the right to disconnect the Bulk Services provided to the Property and terminate the bulk billing arrangement by ten (10) days' prior written notice to Owner, and Owner shall in all events be responsible for paying all delinquent payments, any applicable termination payment and other applicable charges. Termination of this bulk fee arrangement shall not affect any of the other rights granted to Operator pursuant to the Agreement, including the right to continued access to the Property, Owner Facilities and System to provide services to Residents.

Service and Equipment Changes

The Basic Expanded Cable TV programming is subject to change. Operator may from time to time rearrange, delete from or otherwise offer different cable television or broadcast programming as part of its Basic Expanded Cable TV service. In addition, Operator may change the equipment required for receipt of its services (e.g., as part of a conversion to digital services), which may result in additional equipment charges to Owner; provided that Owner shall receive free or reduced cost equipment in the same manner as other non-bulked billed residential customers.

EXHIBIT B

MEMORANDUM OF AGREEMENT AND EASEMENT

**STATE OF FL
COUNTY OF BAY**

This Memorandum of Agreement and Easement (this "Easement") is made and entered into this **5th day of February 2024** by and between **Grand Panama Association**, ("Owner"), with its principal office located at **11800 Front Beach Rd, Panama City Beach, FL 32408** and Knology of Florida, LLC dba WOW! Internet, Cable and Phone, a Delaware Limited Liability Company ("Operator").

W I T N E S S E T H:

WHEREAS, the Operator is in the business of providing cable television services; and

WHEREAS, Owner owns certain real property and improvements located at **11800 Front Beach Rd Panama City Beach, FL 32408**, known as **Grand Panama**, currently consisting primarily of **299 Units** (the "Property")

WHEREAS, Owner desires to make Operator's services available to the Guests of the Property (the "Guests"), and Operator is willing to provide such services to the Property, on the terms and conditions more particularly set forth in that certain Cable Television Services Agreement entered into between Operator and Owner on or about the date hereof (the "Agreement");

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. During the term of the Agreement, Owner does hereby grant and convey to Operator, and its successors and assigns, a non-exclusive easement in, under, on, over, through and across the Property for the purposes of designing, constructing, installing, maintaining, repairing, updating and operating the system and network to provide on an exclusive basis, cable television services to deliver programming to the Guests (the "Services"), including without limitation underground cable, pedestal locations and power supply locations (collectively, the "System") on the Property. The easement and other rights and interests granted to Operator in the Agreement and in this Easement constitute interests in real property and covenants binding upon Owner and all subsequent owners and others who may claim any interests in or upon the Property, and shall run with the title of the Property.
2. Both during and after the term of the Agreement, the System, including without limitation inside and homerun wiring, shall always be and remain the sole property of Operator. The System shall not become or be considered a fixture of the Property upon which, or in which, it is located.
3. This Easement shall be governed by Florida law. This Easement, together with the Agreement, contains the entire agreement between the parties as to the matters contained herein and supersedes and controls prior agreements with respect thereto. This Easement can only be modified by written agreement signed by all of the parties hereto and their duly authorized agents.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public [SEAL]

Date _____

My commission expires: _____

OWNER:

Grand Panama Association

By: _____

Title: _____

Date _____

OPERATOR:

Knology of Florida, LLC dba WOW!

By: _____

Title: _____

Date: _____

Witness

Notary Public [SEAL]

Date _____

My commission expires: _____

EXHIBIT C

TERMS AND CONDITIONS TO STANDARD BUSINESS CUSTOMER AGREEMENT