

**Knology of Florida, LLC DBA WOW! Internet, Cable and Phone**

**BULK CABLE TELEVISION SERVICES AGREEMENT  
RESIDENTIAL PROPERTY**

This Agreement, made this 23rd day of December, 2014, (the "Effective Date") by and between **Grand Panama Beach Resort Condominium Association, Inc.**, ("Corporation"), in the state of Florida ("Owner"), with its principal office located at **11828 Front Beach Road, Panama City Beach, FL 32407**, 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 **11828 Front Beach Road, Panama City Beach, FL 32407**, known as **Grand Panama Beach Resort Condominiums**, currently consisting primarily of **298 UNITS** (the "Property"); and

WHEREAS, Owner desires to make Operator's services available to the residents of the Property (the "Residents"), 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.** During the term of this Agreement, Operator shall have the right to provide the cable television services, in order to deliver programming to the Residents, and Internet services as listed on Exhibit A (collectively the "Bulk Services"). Residents may establish individual accounts for monthly premium services (to the extent not included under the Bulk Rate Account), pay-per-view cable services, and other data, audio, voice and video services (the "Additional Services"). Such Additional Services shall not be included in the Bulk Services provided for in this bulk billing arrangement and shall be at the sole cost and option of the individual Residents. Operator shall make individual arrangements with such residents for the installation and billing of such Additional Services. The Bulk Services and the Additional Services are sometimes referred to collectively as the "Services."

**1.2 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.

**1.3 Marketing.** Owner agrees that it will not market another provider's products and/or services related to cable television services during the term of the Agreement, including but not limited to satellite master antenna television services. The parties agree that the terms, conditions and charges for the Bulk Services shall be between the Owner and the Operator. Credits, if any, for Bulk 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.

**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.

**2.5 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 per unit rates at any time beginning three (3) years after the Effective Date. Any such increase in rates will not exceed 3% annually.

### **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 Services 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 System or 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 Bulk 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 Bulk Services are first activated at the Property and shall end on the date that is **five (5)** years after. 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 sixty (60) 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 /Owner terminates this Agreement as provided in Section 4.3(a), (d), (e) or (f) above in the 24<sup>th</sup> month after the Effective Date, the Termination Payment would be equal to the current "Per Unit" rate in effect  $\times$  298 Units  $\times$  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 as shall be determined by Operator in its sole discretion. 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 corporation 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:

**Knology of Florida, LLC DBA  
WOW! Internet, Cable and Phone**  
235 W. 15<sup>th</sup> Street  
Panama City, FL 32401

If Owner to:

**Grand Panama Beach Resort Condominium Association, Inc.**  
11828 Front Beach Road  
Panama City Beach, FL 32407

**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 (e.g., the exclusive marketing rights described in Section 1.3), the parties agree that such action shall not terminate or otherwise affect this Agreement, other than removing 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.

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

OWNER:

**Grand Panama Beach Resort  
Condominium Association, Inc.**

OPERATOR:

**Knology of Florida, LLC DBA  
WOW! Internet, Cable and Phone**

BY: \_\_\_\_\_

NAME: Tommy Grider

TITLE: COA President

BY: \_\_\_\_\_

NAME: Steve Pozil

TITLE: VP/GM

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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:

<b><u>Service</u></b>	<b><u>Per Unit</u></b>
Basic Expanded Cable TV with HD & HBO	<u>\$21.45</u>
Total Initial Monthly per Unit	<u>\$21.45</u>

\*The above per unit rate includes 1 addressable HD/DTA device per unit/per outlet that allows all multiplex channels of HBO and all channels on the expanded basic line-up that are broadcast in HD.

**Total Initial Monthly Billing (298 Units x \$21.45)      \$6,392.10**

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 Bulk Services compensation. No payment by Owner or receipt by Operator of a lesser amount than the agreed upon Bulk Services compensation shall be deemed to be other than on account of the agreed upon Bulk Services 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 Bulk Services 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.

**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.



**EXHIBIT B**

**MEMORANDUM OF AGREEMENT AND EASEMENT**

**STATE OF FLORIDA  
COUNTY OF BAY**

This Memorandum of Agreement and Easement (this "Easement") is made and entered into this 23rd day of December, 2014 by and between **Grand Panama Beach Resort Condominium Association, Inc.**, ("Corporation"), in the state of Florida ("Owner"), with its principal office located at **11828 Front Beach Road, Panama City Beach, FL 32407**, 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 **11828 Front Beach Road, Panama City Beach, FL 32407** known as **Grand Panama Beach Resort Condominium**, currently consisting primarily of **298 Units** (the "Property"); and

WHEREAS, Owner desires to make Operator's services available to the Residents of the Property (the "Residents"), 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 cable television services to deliver programming to the Residents, as well as telecommunications and broadband communications services (including without limitation local, long distance and international telephone service, and Internet and other data services) to the Residents (collectively, 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:

**OWNER:**

**Grand Panama Beach Resort Condominium  
Association, Inc.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Tommy Grider  
Title: COA President

\_\_\_\_\_  
Notary Public [SEAL]

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

**OPERATOR:**

**Knology of Florida, LLC DBA  
WOW! Internet, Cable and Phone**

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
Name: Steve Pozil  
Title: VP/GM

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public [SEAL]

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

