



August 10, 2021

VIA [OVERNIGHT / ELECTRONIC] DELIVERY

City of North Royalton
13834 Ridge Road
North Royalton, OH 44133
Attn: Mayor Office

Re: Land Lease Agreement, dated as of June 6, 2003, between the City of North Royalton, Ohio, and WideOpenWest Ohio, LLC an affiliate of WideOpenWest, Inc. (as amended, the "Agreement")

To Whom It May Concern:

WideOpenWest, Inc. ("WOW") has entered into an Asset Purchase Agreement, dated as of June 30, 2021 (the "Asset Purchase Agreement"), with WideOpenWest Cleveland LLC, WideOpenWest Ohio LLC, Atlantic Broadband (OH), LLC ("Purchaser"), and Atlantic Broadband Finance, LLC, pursuant to which WOW will transfer and sell certain assets to Purchaser and Purchaser will assume certain liabilities from WOW (the "Transaction"). [Assets and liabilities relating to lit services will be assigned to Atlantic Broadband Enterprise, LLC, an affiliate of Purchaser.

In accordance with the Agreement, this letter constitutes notification of (1) the Transaction and (2) Purchaser's agreement to assume the rights and obligations of WOW or an affiliate of WOW under the Agreement. To the extent required, WOW is asking your consent under the Agreement. Accordingly, we respectfully request that you countersign this letter in the space provided below to indicate your acknowledgment of notice of, and consent to, the Transaction. By executing this letter, you consent to the Transaction, and any assignment or change of control that may be deemed to occur as a result of the Transaction.


Please have your authorized representative return a complete signed copy of this letter by email to Josh Arnold's attention at josh.arnold@wowinc.com with a copy to Craig Martin at craig.martin@wowinc.com. Delivery of a signature by electronic transmission in .pdf or DocuSign format (or any other electronic means designed to preserve the original graphic and pictorial appearance of a document) shall have the same effect as delivery of a paper copy bearing an original signature.

Your prompt response within ten (10) business days of the date hereof would be greatly appreciated¹ and thank you for your cooperation and look forward to our continued relationship. Please do not hesitate to contact us at 720-237-4162 if you have any questions relating to this letter.

[Signature Page Follows]

Yours very truly,

WIDOPENWEST, INC.

By: 
Name: Josh Arnold
Title: VP Real Estate

ACKNOWLEDGED AND AGREED:

City of North Royalton, Ohio

By: _____

Name:

Title:

LAND LEASE AGREEMENT

THIS AGREEMENT, made as of the 6 day of June, 2003, by and between the City of North Royalton, Ohio, a municipal corporation organized under the Laws and Constitution of the State of Ohio, ("Lessor"), and WideOpenWest Ohio, LLC ("Lessee").

RECITALS

A. Lessor is the titleholder of certain property located in the City of North Royalton, County of Cuyahoga, State of Ohio, described on Exhibit "A" attached hereto and referred to herein as the "Leased Premises".

B. Lessee is engaged in the cable and broadband communications industry, and desires to lease the Leased Premises for the purpose of installing certain improvements and equipment thereon.

C. Lessor has agreed to lease the Leased Premises to Lessee, and Lessee has agreed to lease the Leased Premises from Lessor, pursuant to the terms and conditions set forth hereafter.

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

1. Lease. Lessor leases to Lessee and Lessee rents from Lessor the Leased Premises. Lessor covenants with Lessee that the Lessor is vested with fee simple title to the Leased Premises and has full right and lawful authority to lease the Leased Premises to Lessee. Lessor represents and warrants that: (i) Lessee's use of the Leased Premises will not violate any recorded use restrictions or encroach upon any existing property rights (including, for example, existing easement, access or lease rights); and (ii) Lessor has secured all consents to the lease to Lessee of the Leased Premises, if any, required from third parties (including, for example, required consents from mortgage holders). Prior to the date of commencement of the term of this Lease, Lessor shall furnish to Lessee evidence of Lessor's title to the Leased Premises in the form of a title insurance policy or other similar instrument, a survey drawing of the Leased Premises and, if available, a phase I environmental assessment of the Leased Premises. Lessee and its agents shall also be entitled to reasonable access to the Leased Premises for the purpose of conducting inspections and surveys thereof, including an environmental assessment. Any such activities shall be undertaken only at Lessee's expense and Lessee shall promptly repair any physical damage or injury to the Leased Premises caused by such inspections. The binding effect of this Lease upon Lessee is conditioned upon Lessee's reasonable satisfaction with the contents of the aforementioned documents, and the results of the inspections and assessment. If Lessee is not so satisfied, written notice of such dissatisfaction shall be furnished to Lessor within ten (10) days after receipt of the documents and the results of such inspections and assessment by Lessee. Lessor also represents and warrants that Lessee's proposed use of the Leased Premises, as set forth in paragraph 3 below, will

be permitted by applicable zoning regulations and will not violate any recorded use restrictions affecting the Leased Premises.

2. Term. Subject to the provisions of paragraph 1 above, the initial term of this Lease shall commence on June 6, 2003 ("Commencement Date"). The term of this Lease shall be for twenty (20) years from the Commencement Date.

3. Base Rent. Lessee shall pay to Lessor rent for the entire initial term of this Lease in the amount of Thirty Thousand Dollars (\$30,000), which shall be paid within seven (7) days after the Commencement Date. Lessee shall pay such additional sums to Lessor or others as are set forth elsewhere in this Lease.

In addition to the amount specified in the above paragraph, Lessee agrees to provide during the Term all of the services or benefits specified in a letter to Mayor Luks a copy of which is attached hereto as Exhibit B and is fully incorporated herein by reference. Lessee agrees during the Term to deliver Hi-Speed Internet Service to the following seven (7) city owned facilities in the City of North Royalton:

- | | |
|---------------------------------------|--------------------|
| 1. North Royalton City Hall | 13834 Ridge Rd. |
| 2. North Royalton Police Department | 14000 Bennett Rd. |
| 3. North Royalton Fire Department | 7000 Royalton Rd. |
| 4. North Royalton Service Center | 11545 Royalton Rd. |
| 5. North Royalton Wastewater Facility | 11675 Royalton Rd. |
| 6. North Royalton Office on Aging | 13500 Ridge Rd. |
| 7. North Royalton Cemetery | 6170 Royalton Rd. |

In the event Lessee abandons cable modem business, parties agree to negotiate a reasonable value for rent.

4. Use of Leased Premises. Lessee may use the Leased Premises for such purposes as are allowed by applicable local zoning regulations. Lessee represents that the Leased Premises will be used for construction and installation of a building and related improvements that will be utilized for the operation of equipment for transmitting and receiving telecommunication signals, which equipment includes, but is not limited to, wires, transmitters, receivers, appliances, machinery and related equipment. Lessee shall not use the Leased Premises in any manner which is in violation of any present or future governmental laws or regulations.

5. Access; Interference.

A. Lessee shall be entitled to access to the Leased Premises, across adjoining property owned by Lessor, if necessary, on a 24-hours a day, seven (7) days per week basis, for individuals, vehicles, and construction materials and equipment, as may be reasonably required by Lessee for the purpose of constructing, installing, repairing, maintaining, and operating the improvements and equipment installed by Lessee on the Leased Premises. Lessee shall also be

entitled to, and is authorized by Lessor to the extent of Lessor's authority, reasonable access to electrical and telecommunications lines and related equipment, both below and above ground, serving or able to serve the Leased Premises, including, but not limited to, existing or future license or easements across adjoining property owned by Lessor, for the purpose of constructing, installing, removing, maintaining, repairing and operating electrical and telecommunications equipment as may be reasonably required by Lessee in connection with the operation of its facilities on the Leased Premises. The form of License is shown in Exhibit "C" attached hereto. Lessee shall be responsible, at its sole cost, for repairing and/or restoring any damages or injuries to the property or any equipment of Lessor. Any such rights, licenses and easements, including the locations thereof, shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed, and such rights, licenses and easements shall, at Lessee's request, be memorialized in a written, recordable document executed by Lessor.

B. Lessor shall not use or permit the use of any of its adjoining property in a manner which physically, mechanically or electronically interferes with or diminishes in any way Lessee's use of the Leased Premises for the purposes set forth herein. If Lessor uses or permits the use of its adjoining property in such manner, Lessor shall take immediate steps, after written notice by Lessee, to correct the interference. Lessee acknowledges and represents that it has inspected the Leased Premises and that as of the date of this Lease, uses on adjoining property do not interfere with Lessee's intended use of the Leased Premises.

6. Utilities. Lessee shall pay for all electricity, telephone service, water, sewer, refuse removal and all other such utilities or services used or consumed by Lessee, its customers, invitees or employees on or in the Leased Premises.

7. Taxes. Lessee shall pay, when due, all real and personal property taxes assessed, levied or to become a lien on the Leased Premises or any improvements thereon, subject to proration at the commencement and expiration of the term of this Lease in accordance with the custom and practice followed in the area of the Leased Premises. If the Leased Premises are assessed and taxed as part of a larger parcel, the parties shall reasonably apportion such assessment and taxes between the Leased Premises and the remainder of the overall parcel. Special assessments becoming a lien on the Leased Premises during the term hereof shall be the responsibility of Lessor. Lessee, at its cost, shall have the right, at any time, to seek a reduction in the taxable valuation of the Leased Premises, or to contest any such valuation. Lessor shall not be required to join in any proceeding or contest brought by Lessee, unless the provisions of any law require that the proceeding or contest be brought by or in the name of Lessor. In that event, Lessor shall join in a proceeding or contest, or permit it to be brought in Lessor's name, so long as Lessor is not required to bear any expense related thereto.

8. Maintenance and Repair. Lessee shall be responsible for all repairs and maintenance required to be made to the Leased Premises and any structures and other improvements thereon, except for any repairs occasioned by the acts or negligence of Lessor, which shall be paid for by Lessor. Lessee shall maintain the Leased Premises in good repair and condition throughout the term of this Lease and any extensions. Lessee shall use reasonable care and diligence to keep and maintain the Leased Premises free from waste and shall deliver the same to Lessor in substantially the condition that existed on the Commencement Date, reasonable wear and tear and damage by the elements excepted.

9. Alterations and Improvements. Lessee shall be entitled to undertake alterations, additions and improvements to structures and equipment located on the Leased Premises during the term of this Lease, subject to applicable terms and provisions contained in this Lease. Except as may otherwise be provided for herein, all structures or improvements of any kind constructed or placed by Lessee on the Leased Premises, and all alterations, improvements, changes or additions made thereto, shall be the property of Lessee, and shall be removed by Lessee on the expiration of the term, or early termination of this Lease, at Lessee's sole expense.

Lessee shall keep the Leased Premises and all buildings and improvements located thereon free and clear of any and all construction, mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed or materials used or furnished for or in connection with any work or construction by, for, or permitted by Lessee on the Leased Premises. Lessee shall at all times promptly and fully pay or discharge any and all such claims on which any such liens may be based, and Lessee shall also indemnify Lessor and the Leased Premises against all such liens and suits or other proceedings relating thereto. Lessee shall have the right to contest in good faith the correctness or validity of any of the aforementioned liens, so long as Lessor's interest in the Leased Premises and this Lease is not jeopardized. Lessor may require Lessee to furnish a surety bond by a corporation authorized to issue such bonds in the state in which the Leased Premises are located, in an amount equal to one and one-half (1½) times the amount of the claim or lien, which bond shall provide for the payment of any sum or sums that the claimant or claimants may recover on the claim (together with costs of suit, if it recovers in the action).

10. Insurance and Indemnity.

A. Covenants to Hold Harmless. Lessor and Lessee shall hold each other harmless from any liability or damages to any person or any property in the Leased Premises or adjacent property, on account of any intentional or negligent acts of the indemnifying party or its employees, agents or invitees. All property kept, stored or maintained in or on the Leased Premises by Lessee shall be so kept, stored or maintained at the risk of the Lessee only.

B. Lessee's Insurance. Lessee shall be responsible, in Lessee's discretion, for obtaining, at Lessee's sole expense, insurance for fire and extended coverage hazards for any improvements or structures constructed or installed by Lessee on the Leased Premises.

C. Lessee's Obligation to Carry Public Liability Insurance. Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability insurance with respect to the Leased Premises and the business operated by Lessee and/or any subtenants of Lessee in the Leased Premises and naming Lessor as an additional named insured, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), single limit coverage. Lessee shall furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the tenancy of this Lease.

11. Eminent Domain.

A. Total Condemnation. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, with a proportionate refund by Lessor up to that day of such rent as may have been paid in advance.

B. Partial Condemnation. In the event a portion of the Leased Premises is taken under the power of eminent domain and the remainder of the Leased Premises shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel, Lessee shall have the right to terminate this Lease as of the date of such taking by giving to Lessor written notice of such termination within one hundred twenty (120) days after Lessee has been notified that the property has been so taken. In the event of such partial taking and Lessee does not so terminate this Lease, then the Lease shall continue in full force and effect as to the part not taken, and the rental amounts due hereunder shall not be affected.

C. Lessor's and Lessee's Damages. Notwithstanding anything hereinbefore contained to the contrary, if Lessee shall have commenced or completed the construction of new buildings and improvements, and such condemnation takes place after the commencement or completion of such improvements, then Lessor agrees to pay Lessee out of the condemnation award or payment when paid, a sum equal to the amount awarded or paid in condemnation as the value of such buildings and improvements. If in the condemnation proceedings the values of the land and of the buildings and improvements are not separately determined, then the value of the buildings and improvements shall be determined by appraisal, or as agreed upon by the parties.

12. Bankruptcy. Neither this Lease nor any interest herein, nor any estate hereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors of Lessee, or otherwise by operation of law, so as to jeopardize Lessor's interest herein or the rights of any unit owner.

13. Quiet Enjoyment. So long as Lessee keeps and performs all of the covenants and conditions contained herein, Lessee shall have quiet and undisturbed and continued possession of the Leased Premises, free and clear of any claims against Lessor and all persons claiming under, by or through Lessor.

14. Mortgage of Lessee's Interest. Lessee may, with the prior written consent of Lessor, encumber by mortgage, security interest, deed of trust or other similar instrument, its leasehold interest and estate in the Leased Premises and its interest in the buildings and improvements constructed thereon. Any such encumbrance shall, however, be subordinate to Lessor's interest herein and in the Leased Premises.

15. Subletting and Assignment. Lessee shall have the right to sublet the Leased Premises or assign or transfer this Lease or any interest herein, with prior written notice to Lessor and Lessor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may assign this Lease without consent to a wholly owned affiliate, or to a successor in connection with a merger, consolidation or sale of the business or

assets of Lessee, in which event Lessee shall give Lessor prior written notice of the proposed merger, consolidation or sale. Said written notice shall comply with the time requirements imposed by the cable franchise agreement between Lessor and Lessee.

16. Default of Lessee. In the event of any failure of Lessee to pay any rental amount due hereunder within thirty (30) days after written notice of non-payment of the same shall have been received by Lessee, or any failure to perform any other of the terms, conditions or covenants of this Lease for more than thirty (30) days after written notice of such default shall have been received by Lessee, or if Lessee shall abandon the Leased Premises, or suffer this Lease to be taken under any writ of execution, then Lessor shall have the immediate right to pursue all rights and remedies it may have under law. In the event of any default by the Lessee under the terms of this Lease and Lessor instituting any court proceedings with respect to such default, Lessee shall be responsible for the payment of the Lessor's reasonable attorneys' fees and court costs with respect to such court proceedings if Lessor is the prevailing party.

17. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act of Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

18. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Lessor: City of North Royalton, Ohio
13834 Ridge Road
North Royalton, Ohio 44133

If to Lessee: WOW Internet and Cable
C/O Robert J. Backle
7807 E. Peakview Ave.-Suite 400
Englewood, CO 80111

or to such other address as the parties may designate in writing.

19. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the

rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

20. Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that not any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

21. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22. Holding Over. Any holding over after the expiration of the term hereof, with or without the consent of the Lessor, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

23. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective legal representatives, successors and assigns of the parties.

24. Subordination. Lessor reserves the right to subject and subordinate this Lease at any time to the lien of any mortgage or mortgages now or hereafter placed on the Leased Premises. Lessee shall execute and deliver, upon Lessor's request, such further instrument(s) subordinating this Lease to the lien of any such mortgage as shall be requested by Lessor's mortgage lender or lenders, so long as such instrument shall not permit the termination of Lessee's interest herein if Lessee is not in default in its obligations hereunder. Lessee shall also, at the request of Lessor or Lessor's mortgage lender execute an instrument acknowledging assignment by Lessor to Lessor's mortgage lender of all of Lessor's rights under this Lease, and also acknowledging the mortgage lender's rights to collect the rent due hereunder in the event of default by Lessor in any of the terms and conditions of the mortgage or mortgages on the subject property.

25. Signage. Lessee shall be entitled to display such sign or signs on the Leased Premises as shall be permitted by the applicable local laws or ordinances.

26. Recording. A memorandum of this Lease in the form and substance approved by Lessor and Lessee shall be executed by the parties upon request by either party and may be recorded.

27. Environmental Provisions. Except as required by the reasonable operation of Lessee's business, Lessee shall not use, store, generate or dispose of any hazardous materials on

or at the Leased Premises. Hazardous materials include any materials which are regulated by federal, state or local laws which pertain to the protection of human health or the environment (collectively "Environmental Laws"). Any hazardous materials used, stored, generated or disposed of by Lessee at or on the Leased Premises shall be handled in accordance with applicable federal, state or local Environmental Laws.

Lessee shall defend, indemnify and hold harmless Lessor from and against any loss or damage resulting from any environmental condition of the Leased Premises caused solely and directly by Lessee during the term of this Lease and any extensions. Lessor shall defend, indemnify and hold harmless Lessee from and against any loss or damage resulting from any environmental condition of the Leased Premises other than those conditions caused solely and directly by the Lessee during the term of this lease and any extensions, regardless of when or by whom those conditions may be caused.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the day and year first above written.

Signed and Acknowledged:

LESSOR:

CITY OF NORTH ROYALTON, OHIO

By: Cathy Luks
Cathy Luks, Mayor

Darlene J. Thomas
Witness
Printed: Darlene J. Thomas

LEASEE:

WIDEOPENWEST OHIO, LLC

By: Robert J. Backle
Robert J. Backle, Vice President

Gloria George
Witness
Printed: Gloria George

Ord. 03-52
Exhibit A
Land Lease Agreement

EXHIBIT "A"
[Legal Description]

WOW NORTH ROYALTON LEASE AREA
704.00 SQUARE FEET

Being part of a 5.760 acre parcel described in deed to The City of North Royalton, Cuyahoga County Deed Vol. 87-5958, Pg. 55, situated in the Original Royalton Township Section No. 13, Royalton Township, Cuyahoga County, Ohio, and being more particularly described as follows:

Commencing at a found monument box, said point being the centerline intersection of Royalton Road and Bennett Road;

Thence Westerly along said centerline of Royalton Road having a bearing of North 89°37'20" West, a distance of 280.00 feet, to a point;

Thence Northerly along an Easterly property line of a parcel described in deed to Aetna Life Insurance Company, Cuyahoga County Sheriff's Deed Record Vol. 97-01617, Pg. 29, having a bearing North 00°22'40" East, a distance of 453.18 feet, to a found iron pin (*at North 0.26 feet, East 0.34 feet*);

Thence Westerly along said Aetna Life Insurance Company's parcel, having a bearing of North 89°37'20" West, a distance of 327.01 feet, to a found iron pin (*at North 0.71 feet, East 0.28 feet*);

Thence Northerly along said Aetna Life Insurance Company's parcel, having a bearing of North 00°22'40" East, a distance of 382.61 feet, to a point

Thence Easterly along a line perpendicular to said previous call, having a bearing of South 89°37'20" East, a distance of 144.17 feet to a point, said point being the **True Point of Beginning**;

Thence Northwesterly along a line, having a bearing of North 23°37'13" West, a distance of 22.00 feet, to a point;

Thence Northeasterly along a line, having a bearing of North 66°22'47" East, a distance of 32.00 feet, to a point;

Thence Southeasterly along a line, having a bearing of South 23°37'13" East, a distance of 22.00 feet, to a point;

Thence Southwesterly along a line, having a bearing of South 66°22'47" West, a distance of 32.00 feet, to the **True Point of Beginning**, containing 704.00 square feet, subject to all easements, rights-of-way and restrictions of previous record.

Ord. 03-52
Exhibit A
Land Lease Agreement

EXHIBIT "A"
[Legal Description]

This description is based on is based on a survey of the premises by R. J. Lumbrezer, Ohio Professional Surveyor No. 8029 on March 14, 2003. Any reference to set iron pins are 5/8" diameter pins, 30" in length with a yellow cap, bearing the name "R.D. Zande". Bearings used in this description are assumed and are for the sole purpose of showing angular relationship.

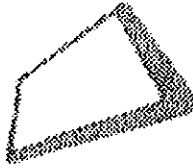
R. J. Lumbrezer, P. S. Date
Ohio Professional Surveyor No. 8029

RECEIVED

APR 01 2003

COUNCIL OFFICE
CITY OF NORTH ROYALTON

EXHIBIT "B"
[Letter of January 28, 2003]



WideOpenWest
Working Together Better

January 28, 2003

Mayor Cathy Luks
City of North Royalton
13834 Ridge Road
North Royalton, OH 44133-4896

Dear Mayor Luks:

On October 16, 2002 I made a proposal to you on behalf of WideOpenWest Cleveland, LLC for the relocation of a Hub site presently located in the Ameritech facility at 14090 Ridge Road to the North Royalton Police Department property at 1400 Bennett Road. Referring to the following from that letter:

As previously stated, WideOpenWest will make a one-time payment of \$30,000 to secure a 20-year lease for the placement of this enclosure on your property. Although this is an un-manned facility, we will need to have rights to enter the enclosure 24/7 in case of an emergency. Also, we must be granted an easement to bury cables across the property to the enclosure.

In addition, WideOpenWest will deliver Hi-Speed Internet service to the following six facilities in the City of North Royalton:

- | | |
|---------------------------------------|---------------------|
| 1. North Royalton City Hall | 13834 Ridge Road |
| 2. North Royalton Police Department | 1400 Bennett Road |
| 3. North Royalton Fire Department | 7000 Royalton Road |
| 4. North Royalton Service Center | 14545 Royalton Road |
| 5. North Royalton Wastewater Facility | 11615 Ridge Road |
| 6. North Royalton Office on Aging | 13500 Ridge Road |

The following provisions will apply:

1. Within 60 days of the execution of an definitive lease, zoning approval and issuance of building permits, WOW will provide one (1) standard coaxial cable

EXHIBIT "B"
[Letter of January 28, 2003]

- drop and one (1) SA Webstar cable modem at each of the facilities listed above for the purpose of delivering cable modem services.
2. WOW will provide the City of North Royalton the WOW Advance Internet service at each location identified above.
 3. WOW will provide up to 60 email addresses for the above stated facilities. The email addresses will utilize the "<name>.wideopenwest.com" format.
 4. WOW Internet is provided for the sole purpose of accessing to the World Wide Web and email. Web hosting is not provided.
 5. WOW agrees to respond to all RF outages on the WOW side of the Internet delivery system within 4 hours of notification.
 6. The City of North Royalton is responsible for all internal Ethernet wiring and LAN appurtences after the Ethernet output of the WOW cable modem.
 7. The City of North Royalton is responsible for all software, hardware and system maintenance related to the internal LAN network located in each of the facilities identified above.
 8. WOW will provide a single IP address per cable modem; the City is responsible for providing NAT (network address translation) equipment at each of the facilities.
 9. WOW utilizes preventative system maintenance windows during which data services may be interrupted.

Since the proposal of October 16, 2002, and at your request, we have agreed not to reduce the PEG fee. Also, we have agreed to add the following facility to the previous six that have been listed above, this being the last and final facility:

7. North Royalton Cemetery 6170 Royalton Rd.

The Cable Modem Service for the seven locations amortized over twenty years has an estimated value of \$648,526. Please refer to the attachment for an annual analysis of the Service.

I am enthusiastic about working with you to develop a mutually beneficial relationship. Please feel free to call me anytime; my direct line is 720-733-7612.

Sincerely,

Robert J. Backle
Vice President Real Estate & Facilities

900 W. Castleton Rd.
Castle Rock, CO 80109
Tel. (720) 733-7612
Cell. (303) 522-3244
rbackle@wideopenwest.com
www.wideopenwest.com

Enclosure

EXHIBIT "C"
[License for underground wiring]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made as of the 6 day of June, 2003, by and between the City of North Royalton, Ohio, a municipal corporation organized under the Laws and Constitution of the State of Ohio, ("Licensor"), and WideOpenWest Ohio, LLC ("Licensee).

WITNESSETH

WHEREAS, The City of North Royalton (Licensor) owns certain property at 14000 Bennett Road, North Royalton, Ohio 44133 having PPN 482-34-015 (the "property"); and

WHEREAS, Licensee is engaged in the cable and broadband communications industry, and leases a portion of the Property from Licensor for the purpose of installing certain improvements and equipment thereon; and

WHEREAS, in connection with Licensee's use of the Property, Licensee is in need of a license to permit use of a small portion of the Property outside the leased premises to provide access and/or installation of other wires and/or equipment; and

WHEREAS, the area of the property that Licensee wishes to use is depicted on Exhibit A attached hereto and made a part hereof (the "License Area"); and

NOW, THEREFORE, Licensor and Licensee, in consideration of the premises and the mutual covenants, promises, conditions, and terms to be kept and performed, do hereby agree as follows:

Section 1. Licensor hereby grants to Licensee a License to use the License Area which is described in Exhibit A.

Section 2. Prior to the expiration or revocation of this License, Licensee shall restore the License Area to the same or better condition as when possession or use was received by Licensee. Such restoration shall include, but not be limited to, regrading, replacement of lawn, damaged driveway, reinstallation of fences and such other items.

Section 3. Licensee shall indemnify, defend, and hold harmless Licensor from all claims, suits, costs, damages and liabilities resulting from, or arising out of, any conduct or act or omission by Licensee in the exercise of any of the Licensee's rights under this Agreement, including without limitation any environmental matters and attorneys fees.

Section 4. In the use of this License, Licensee shall not maintain or permit any condition which causes any nuisance, waste or lien at the License Area or the Property. Licensee shall also maintain the License Area in good condition, clear of debris and shall not allow the accumulation of waste on the License Area or the Property. Further, Licensee shall not erect, nor cause to be erected, any structure on the License Area.

Section 5. Consideration for this License is included in the Lease of the Premises to which this License is attached as an Exhibit.

Section 6. The term of this License shall be the same as the term of a certain Land Lease Agreement between Licensor and Licensee (the "Land Lease") to which this license is attached and which was approved and authorized pursuant to Ordinance 03-52. This License may be renewed upon mutual written agreement of Licensor and Licensee in accordance with the terms and conditions of the Land Lease described infra in this Section 6. This License shall be terminated with and at the same time as the Land Lease described herein. At the termination of the Land Lease, this Licensee shall promptly remove, at Licensee's expense, any personal property contained on the License Area.

Section 7. Licensor and Licensee each acknowledge that the granting of this License does not grant Licensee any property rights or property interest whatsoever in the License Area or the Property and Licensee is further prohibited from: (i) charging for space at the License Area or the Property; and (ii) subleasing or assigning this License without consent of Licensor, which consent shall not be unreasonably withheld; provided, however, this License may be assigned without consent upon assignment of the Land Lease.

Section 8. Licensor and Licensee each warrant that the undersigned have authority to execute this Agreement and to bind each entity to the terms contained herein.

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one document.

Section 10. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures the day and year first above written.

Signed and Acknowledged:

Darlene J. Thomas
Witness
Printed: *Darlene J. Thomas*

LESSOR:

CITY OF NORTH ROYALTON, OHIO

By: *Cathy Lyks*
Cathy Lyks, Mayor

LEASEE:

WIDEOPENWEST OHIO, LLC

By: *Robert J. Backle*
Robert J. Backle, Vice President

Gloria George
Witness
Printed: *Gloria George*

N:\My Documents\North Royalton\Forms\license.agr2.wpd

Ord. 03-52
Exhibit A
Land Lease Agreement

[Exhibit A of Exhibit "C" License Agreement]

**WOW NORTH ROYALTON ACCESS LICENSE
440.00 SQUARE FEET**

Being part of a 5.760 acre parcel described in deed to The City of North Royalton, Cuyahoga County Deed Vol. 87-5958, Pg. 55, situated in the Original Royalton Township Section No. 13, Royalton Township, Cuyahoga County, Ohio, and being more particularly described as follows:

Commencing at a found monument box, said point being the centerline intersection of Royalton Road and Bennett Road;

Thence Westerly along said centerline of Royalton Road having a bearing of North 89°37'20" West, a distance of 280.00 feet, to a point;

Thence Northerly along an Easterly property line of a parcel described in deed to Aetna Life Insurance Company, Cuyahoga County Sheriff's Deed Record Vol. 97-01617, Pg. 29, having a bearing North 00°22'40" East, a distance of 453.18 feet, to a found iron pin (*at North 0.26 feet, East 0.34 feet*);

Thence Westerly along said Aetna Life Insurance Company's parcel, having a bearing of North 89°37'20" West, a distance of 327.01 feet, to a found iron pin (*at North 0.71 feet, East 0.28 feet*);

Thence Northerly along said Aetna Life Insurance Company's parcel, having a bearing of North 00°22'40" East, a distance of 382.61 feet, to a point

Thence Easterly along a line perpendicular to said previous call, having a bearing of South 89°37'20" East, a distance of 144.17 feet to a point;

Thence Northeasterly along the Southerly line of said WOW Lease Area, having a bearing of North 66°22'47" East, a distance of 32.00 feet, to a point, said point being the **True Point of Beginning**;

Thence Northwesterly along a line, having a bearing of North 23°37'13" West, a distance of 22.00 feet, to a point;

Thence Northeasterly along a line, having a bearing of North 66°22'47" East, a distance of 20.00 feet, to a point;

Thence Southeasterly along a line, having a bearing of South 23°37'13" East, a distance of 22.00 feet, to a point;

Thence Southwesterly along a line, having a bearing of South 66°22'47" West, a distance of 20.00 feet, to the **True Point of Beginning**, containing 440.00 square feet, subject to all easements, rights-of-way and restrictions of previous record.

Ord. 03-52
Exhibit A
Land Lease Agreement

This description is based on is based on a survey of the premises by R. J. Lumbrezer, Ohio Professional Surveyor No. 8029 on March 14, 2003. Any reference to set iron pins are 5/8" diameter pins, 30" in length with a yellow cap, bearing the name "R.D. Zanda". Bearings used in this description are assumed and are for the sole purpose of showing angular relationship.

R. J. Lumbrezer, P. S. Date
Ohio Professional Surveyor No. 8029



www.oldcastlecomm.com

9333 North Meridian • Suite 108 • Indianapolis, IN 46260

Phone (317) 569-9949
Fax (317) 569-9909

WAIVER OF LIEN

Partial _____ Final X

STATE OF) Indiana

ID# 91-0782138

COUNTY OF) Marion

Whereas, the undersigned Oldcastle Precast, Inc. has been heretofore employed by Wide Open West to furnish certain material and/or labor, to wit: 12 X 21 Hut Deployment for the building owned by Wide Open West/North Royalton and located on or near 14000 Bennett Road, North Royalton, OH 44133.

Now, Therefore, Know Ye, That the undersigned, upon the receipt of Forty Six Thousand Seventy Two Dollars and Fifty Four Cents. (\$46,072.54), hereby waives and releases unto the said Wide Open West the owner of said premises, any and all lien, right of lien or claim of whatsoever kind or character on the above described building and real estate, on account of any and all labor or material, or both, furnished for or incorporated into said building by the undersigned up to this date.

Signed, sealed and delivered this 5 day of April 2004.

Signed: [Signature]

Title: VICE PRESIDENT.

Before me, a Notary Public in and for said County and State, personally came DAW BAKER who acknowledged the execution of the foregoing Waiver of Lien, and who, having been sworn, stated that the representation therein contained are true and correct to the best of his knowledge.

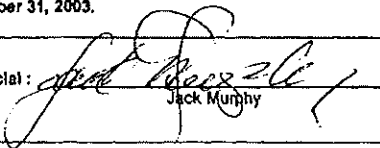
Witness my hand and Notarial seal this 5 day of April, 2004.
My commission expires:

[Signature]
County of Residence

[Signature]
Notary

MARGARET D JOHNSON
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP SEPT 29,2006

**CITY OF NORTH ROYALTON
 *** FINAL CERTIFICATE OF USE AND OCCUPANCY ***
 COMMERCIAL / INDUSTRIAL**

Property Address: 14000 BENNETT ROAD, NORTH ROYALTON, OHIO 44133 Business Name: (SHELTER FOR FIBER-OPTIC EQUIPMENT ONLY)	Suppulations, Conditions, Variances: Business to be used for: Non-occupied equipment shelter for fiber-optic equipment This certificate represents an approval that is valid only when the building and its facilities are used as stated and is conditional upon all building systems being maintained and tested in accordance with the applicable Ohio Board of Building Standards rules and applicable equipment or system schedules. This certifies conformance with Chapters 3781 and 3791 of the Revised Code and the applicable provisions of the rules of the Ohio Board of Building Standards.
Approved As: Pre-Existing Condition (No Change) New Structure - x Alteration Change of Occupancy Temporary Occupancy	
Use Groups: Occupancy Description:	
Primary : U (Utility) Equipment Shelter	
Accessory :	
Accessory :	
Mixed Uses :	
Attached Floor Plan dated <u>6-27-03</u> Indicates of how areas are approved and design occupancy loads	
Construction Type: 5B	
Fire Sprinkler Systems:	Plan Approval Application # 200302758 Approved pursuant to the following editions of: QBC
Non-Required	
System Type: Location:	This approval is limited to the following portion of the building: EQUIPMENT SHELTER ONLY (Located on Police Department Property) The balance of the building is approved pursuant to the following Dated C of Os: Date: October 31, 2003.
Hazard Classification:	
Storage Height:	
Aisle Width:	
Sprinkler System Demand @ base of riser:	Building Official:  Jack Murphy
Standpipe System Demand @ base of riser:	