

**FIRST AMENDMENT TO
LAND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (this "Amendment") is dated as of _____, 2014 (the "Effective Date"), by and between the City of North Royalton, Ohio ("Lessor") and WideOpenWest Ohio, LLC ("Lessee").

RECITALS

A. Lessor and Lessee entered into a Land Lease Agreement dated as of June 6, 2003 (the "Lease Agreement").

B. Lessor and Lessee desire, upon and subject to the terms, conditions, and provisions contained herein, to amend the Lease Agreement as more fully set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

1. The Parties agree that Section 3 of the Lease Agreement shall be amended as follows:

“3. Rent and Services.

A. 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 the Parties acknowledge has been paid. 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 Business Services High Speed Internet Service (the "Service") to the following eight (8) city owned facilities in the City of North Royalton:

- | | |
|---------------------------------------|----------------------|
| 1. Fire Station 2 | 10100 York 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. Wastewater Facility B | 11355 W. Sprague Rd. |
| 8. Parks & Rec. Ball Fields | 14631 York Rd.* |

*ADDITIONAL TERMS FOR THIS LOCATION SET FORTH BELOW IN SECTION 3.C.

Business Services High Speed Internet Service is defined as 15 Mbps downstream (2 Mbps upstream), with 1 static IP address. In the event Lessee changes its commercially offered Internet service and speeds, Lessee shall provide the Internet service and speeds that most closely correspond to the Service described in this Section 3. If Lessee no longer offers the Service described in this Section 3, the parties agree to negotiate alternative services or a reasonable value for rent.

B. Additional Service Terms. The following additional provisions will apply with respect to the Service:

1. WOW will provide one (1) standard coaxial cable drop and one (1) Business Services cable modem to each of the facilities listed above for the purpose of delivering the Service.
2. WOW will provide the City of North Royalton the 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 equipment 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 static 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.

C. Parks & Rec. Ball Fields Location Additional Terms. For this location, the City will pay to WOW a one-time installation fee of \$1500.00 to have WOW install Service. In further exchange for free Service at this location, the City agrees to allow WOW to display signage in a manner similar to other signage displayed at the Parks & Rec. Ball Fields location. All such signage will be prepared by WOW at its expense. The exact size of the signage will be mutually agreed upon between WOW and the City prior to installation; provided, however, the Parties agree that the size and dimensions of the signage will be at least as large as the average signage displayed by other paid advertisers at the service location."

2. Amendment Controls. In the event of any inconsistency or conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Amendment shall control.
3. Ratification of Agreement. Except as and to the extent amended by this Amendment, the Agreement and all of the terms, conditions and provisions thereof are hereby ratified and shall in all respects remain unmodified, unchanged and in full force and effect.

4. Entire Agreement. This Amendment constitutes the entire agreement of Lessor and Lessee with respect to the subject matter hereof and supersedes all oral and written agreements and understandings made and entered into by the parties prior to the date hereof.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the Effective Date first above written.

LESSEE:

WideOpenWest Ohio, LLC

By: _____

Name: _____

Its: _____

LESSOR:

City of North Royalton, Ohio

By: _____

Name: _____

Its: _____