

## AMENDED AND RESTATED CABLE TELEVISION SERVICES AGREEMENT

THIS AMENDED AND RESTATED CABLE TELEVISION SERVICES AGREEMENT (this "Agreement") is made effective as of October 1, 2011, by and between Copper Mountain Consolidated Metropolitan District, a quasi-municipal corporation of the State of Colorado (the "District"), and ResortNet, LLC, a Colorado limited liability company, doing business as ResortInternet ("Contractor").

WHEREAS, the District is the owner and operator of a cable television system in Copper Mountain, Colorado, which is more particularly described as follows: the head end building and the real property underlying and surrounding the building ("Head End") situated at 0020 Highway 91, Copper Mountain, Colorado, and the cable television distribution system beginning with the input of the trunk amplifier located in the Head End, running throughout the District within public and private easements and dedicated right-of-ways, and terminating with the output of the distribution amplifier or the subscriber tap, whichever is appropriate, situated at each building serviced by such cable television system (the "System").

WHEREAS, the District, acting on behalf of its cable television enterprise, and Accelerated Internet LLC, a Colorado limited liability company ("Provider"), entered into an Agreement To Provide High Speed Internet Service, dated July 28, 2006 (the "2006 Agreement"); and an Agreement To Provide High Speed Internet Services, Amendment No. 1, dated October 20, 2009 (the "2009 Amendment"); and

WHEREAS, Provider gave notice of Assignment of Agreement to Provide Service, dated August 16, 2010, to the District and, thereby, informed the District that Provider assigned the 2006 Agreement and the 2009 Amendment to Contractor, effective August 31, 2010; and

WHEREAS, the District and Contractor, entered into a Cable Television Services Agreement, dated December 21, 2010 (the "2010 Agreement"), pursuant to which the District agreed to obtain from Contractor certain services with respect to operation and maintenance of the System in accordance with the terms and provisions of the 2010 Agreement; and

WHEREAS, the District and Contractor desire to amend and restate in its entirety the 2010 Agreement to integrate the applicable terms and conditions of the above referenced agreements into a single agreement to define their current working relationship and to better clarify various issues related to the provision of services and the distribution of revenues for such services.

THEREFORE, it is agreed as follows:

1. Ownership of the Cable Television Facilities. The District warrants that it is the owner of the System. Furthermore, the District warrants that it has the right and authority to manage, control, repair, replace, install, and otherwise operate and maintain cable television facilities and appurtenances in order to provide cable TV and related services

throughout its political jurisdiction in compliance with the District's Service Plan with Summit County, Colorado, filed and approved in accordance with Title 32 of the Colorado Revised Statutes (the "Service Plan"), including the right to occupy said public and private easements and to authorize access via such easements for work done by the Contractor in accordance with the terms and conditions of this Agreement. This Agreement constitutes a legal, valid, and binding obligation of the District and Contractor. This Agreement does not, and will not be interpreted to, mean that ownership, control, or management of the System is conveyed or transferred in any way to Contractor. All such ownership, control, and management lie with and will continue to lie with the District.

2. Appointment. The District hereby appoints Contractor to operate and maintain the System, including channel lineup and programming decisions, on the terms and conditions set forth in this Agreement. Such appointment will be exclusive and will be subject to the limitations set forth in Section 13.

3. Term. The term of the appointment described in Section 2 commenced on January 1, 2011 (the "Effective Date") in accordance with the terms of the 2010 Agreement, and will continue for five years from and after the Effective Date (the "Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. Provided that the Agreement is not terminated earlier, this Agreement will be automatically renewed at the end of the Initial Term for an additional five-year period, and in additional increments of five years thereafter, provided that each party has the right to renegotiate the Agreement upon written notice to the other party received at least 90 days' prior to the end of the then-current term. If either party provides written notice of renegotiation in accordance with this Section 3, and the parties are subsequently unable to reach mutual agreement regarding any renewal of this Agreement, this Agreement will terminate upon the expiration of the then-current term.

4. Obligations of Contractor.

4.1 During the term of this Agreement, except as set forth in this Section 4 or in Section 5, Contractor is hereby granted all requisite authority to operate and maintain the System on behalf of the District. Contractor will perform all work on the System in accordance with the terms and conditions of this Agreement. In addition, Contractor will perform all work on that portion of the cable television infrastructure that begins at the subscriber tap, or output of the distribution amplifier, if any, located at each building serviced by the System, and ends at each subscriber's television connection thereto ("Subscriber Location System") in accordance with subscriber contracts for bulk rate television, video, audio, high speed internet (either wired or wireless), or communication services, obtained from such subscriber ("Subscriber"). During the term of this Agreement, Contractor agrees, and is expressly authorized on behalf of the District:

(a) to establish and direct the implementation of general technical standards and procedures and to establish and monitor programs for preventive maintenance of the System;

(b) to cause the System to be maintained and serviced at all times in material compliance with applicable law and the Service Plan and to keep the Head End and the Subscriber Location System, including Contractor-owned equipment, in satisfactory operating condition, reasonable wear and tear excepted;

(c) (i) to operate and maintain the System in material compliance with applicable law, including the Communications Act of 1934; the Cable Television Act of 1984; the Cable Television Consumer Protection and Competition Act of 1992; and the Telecommunications Act of 1996, as the same may be amended from time to time, and all rules and regulations promulgated by the FCC thereunder, including the technical standards set forth in the Multichannel Video and Cable Television Service – Technical Standards promulgated by the FCC, as currently in effect at 47 C.F.R. § 76.605, and the terms and provisions of the District’s Service Plan, this Agreement, and all other agreements relating to the System, (ii) to provide High Speed Internet Service (“HSIS”) that is substantially consistent with the service levels of residential HSIS provided in the State of Colorado, at the time a Subscriber HSIS service contract is entered into with any respective Subscriber, that is comparable to the respective HSIS and product feature package being contracted for, and (iii) to provide digital or similar telephone service that is substantially consistent with the service levels of residential digital telephone service provided in the State of Colorado, at the time a Subscriber telephone service contract is entered into with any respective Subscriber, that is comparable to the respective digital telephone and product feature package being contracted for. All Contractor provided basic and expanded television programming services, basic and expanded wired or wireless high speed internet services, basic and expanded digital telephone services, and any other Contractor provided video, audio, security monitoring or communication services, including related services necessary to the provision of all services hereunder, are all subject to the provisions of this Agreement, including, specifically, the revenue-sharing provisions of Section 9.3 of this Agreement;

(d) to be responsible for the negotiation of any and all arrangements, leases, contracts, documents and other instruments necessary or convenient for the operation of the Head End and the Subscriber Location System, including programming decisions and contracts. Notwithstanding the foregoing, the District will have the authority to consummate, modify, amend and terminate the Service Plan and any agreements related to the System; provided that the District will not take any action that would materially and adversely affect Contractor’s ability to provide services, so long as this Agreement is in effect, unless such action is a governmental necessity (as opposed to an action in furtherance of the District’s proprietary powers). A copy of every Subscriber service agreement secured by Contractor shall be submitted for review by the District to assure compliance and inclusion of such agreement with the terms and conditions herein specified;

(e) to bill and collect of all Subscriber service fees paid by customers of the System;

(f) to pay, from its compensation under Section 9, all liabilities and expenses accruing, arising out of or relating to the provision of Contractor operation and

maintenance services hereunder from and after the Effective Date, including all copyright royalties, programming fees and insurance premiums, except liabilities and expenses of the District with respect to the Employee as set forth in Section 7.1 and those liabilities and expenses related solely to the District's activities related, directly or indirectly, to the administration of its duties and obligations as the owner of the System, or as a Special District pursuant to the Colorado Revised Statutes and rules and regulations adopted pursuant thereto;

(g) to pay, from its compensation under Section 9, any and all expenses incurred by the Contractor in the operation and maintenance of the System, including all sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment or excise taxes and levies or assessments related to unclaimed property, and including Contractor's federal, state and local income taxes, but not the federal, state and local income taxes of the District, if any;

(h) to make capital expenditures necessary or convenient for the operation of the System, as mutually agreed by the District and Contractor pursuant to Section 8;

(i) to implement and maintain all books of account, general, financial, accounting and personnel records, files, invoices, customers and suppliers lists, other distribution lists, billing records, sales and promotional literature, manuals and customer and supplier correspondence necessary or convenient to operate the System, excluding any governance documents related to the District and the Service Plan;

(j) to be responsible for all personnel matters, and to hire, employ, manage and adequately train all employees and other personnel necessary to operate the System, who will be employees of Contractor, except as set forth in Section 7. Documents, reports and records relating to District employees hired or used by Contractor will be made available to Contractor, upon Contractor's reasonable request, provided that such disclosure will not constitute a release of confidential personnel information without the employee's consent or an act by the District that is contrary to the District's personnel policies, practices, or procedures;

(k) to formulate and supervise all advertising, marketing and sales programs and engagements for the System, subject to Contractor receiving the assistance of the District as mutually agreed;

(l) to keep, in the name and for the account of the District, full and adequate books of account and other records reflecting the results of the operation of the System;

(m) to prepare annual tax reports necessary for the operation of the System (other than income tax returns of the District, if any), to prepare, as necessary, any reports and other documents required to be filed with governmental and regulatory agencies (other than with respect to District ownership of the System, income tax matters or the Service Plan), and act as liaison with federal, state and local governmental and

regulatory officials with respect thereto, and to provide the District on a timely basis all information necessary to prepare its federal, state and local income tax returns or governmental reports or other documents required of the District as owner of the System, if any;

(n) to provide the District with any other information with respect to the System as the District may reasonably request; and

(o) if after consultation with the District, Contractor decides to participate in the installation of capital improvements to the System, excluding improvements to the Head End, in accordance with a System Improvements Agreement entered into by and between a property owner or developer or any Subscriber and the District, Contractor will work cooperatively with the District to install such improvements. System improvements, including extensions thereto, will be constructed at the expense of the District, unless otherwise specified in any related sub-agreement entered into by and between Contractor and the District.

4.2 Contractor will provide and install, at its cost, all Head End equipment installed by Contractor in the Head End building and all customer premises equipment used in the Subscriber Location System. Contractor will retain title to all equipment installed by it, excepting equipment installed on District real property and/or within public right-of-ways, public easements, or District easement, and the District will retain title to all District equipment, as described in Section 5.1. Upon the installation of equipment by Contractor, the Contractor will prepare and submit to the District a signed and dated inventory containing an identifying description of each item of equipment as installed, and will submit to the District a signed and dated update of such inventory each time Contractor installs new equipment or removes equipment previously installed.

4.3 During the term of this Agreement, (a) Contractor will maintain liability, property and casualty and other insurance reasonably necessary to cover Contractor's operations and equipment, as is usual and customary for businesses similar to that of Contractor's business, and will name the District as an additional insured with respect to each of such insurance policies; and (b) the District will maintain liability, property and casualty and other insurance on the District's assets included in the System substantially in accordance with past practice.

5. Limitations on the Power of Contractor; No Assumed Liabilities.

5.1 Nothing in this Agreement will be deemed to transfer title to any System assets to Contractor, and no such assets will be transferred except by separate instrument as mutually agreed by the parties. The parties intend that the District will retain title to all System facilities and all real property and rights in real property included in the System assets, other than the equipment provided by Contractor pursuant to Section 4.2.

5.2 Except for programming fees payable with respect to those programming agreements described on Schedule 5.2, as may be amended from time to time by mutual agreement of the parties (the "Assumed Fee Obligations"), Contractor will not assume any liabilities or obligations of the District or the System. The District will pay and perform all of its liabilities and obligations. Contractor hereby agrees to assume and pay all Assumed Fee Obligations in accordance with their respective terms.

5.3 Contractor will not, during the term of this Agreement (including any extensions), take any action that would constitute (or fail to take any action the effect of which failure would be to cause) an impermissible transfer of or change in control of the System under the Service Plan, or take any action outside the ordinary course of business that would cause the discontinuation of the provision of cable TV services through the System or the reduction of compensation due the District pursuant to the provisions of this Agreement. Nothing in this Section will be deemed (a) to restrict Contractor's ability to disconnect Subscribers who fail to pay or otherwise breach the terms of their obligations to Contractor or the District or (b) to guarantee any minimum amount of District Share (as defined in Section 9.3). Without limiting the foregoing, the District will continue to be the licensee and permittee, as applicable, of all authorizations of any nature whatsoever issued by any governmental authority or third party in connection with the operation of the System, including the Service Plan. Nothing in this Agreement will be construed to grant the Contractor the right, power or authority to control the District; working control of the District will at all times be vested in its manager and board.

5.4 The District will have the right to monitor the activities of Contractor in operating the System; provided that the District will not interfere with Contractor's day-to-day operation thereof in accordance with this Agreement. The District's supervision of, assignment of work to, or scheduling of paid or unpaid leave for the Employee (all as defined and provided for in Section 7), will not be construed as interfering with Contractor's day-to-day operations, provided that such supervision, job assignments, and scheduling are in general accordance with past practices of the District and Section 7.

5.5 The District will be entitled to control any tax investigation or audit relating solely to the System to the extent it could affect any taxes payable by the District. The District and Contractor will cooperate with respect to any tax investigation or audit relating to the System and other properties of Contractor or its affiliates; provided that Contractor may not take any action in connection with such investigation or audit that affects the System or the District without the prior written consent of the District.

5.6 Contractor will not, without prior written authorization of the District:

(a) cause the District to acquire any cable television systems, telecommunications systems, related businesses or any other company;

- (b) cause the District to consolidate or dissolve;
- (c) cause the District to borrow from banks or other lending institutions for any purpose of the District;
- (d) cause the District to issue any notes, debentures or other debt instruments or grant any mortgage, pledge, encumbrance or hypothecation of District assets to secure repayment of borrowed sums or replace, modify, extend or consolidate any mortgage, pledge, encumbrance or hypothecation;
- (e) employ on behalf of the District or cause the District to employ any brokers or finders;
- (f) sell any material assets of the cable television enterprise owned by the District, or any other assets of the District; or
- (g) commence, defend or institute any legal action or litigation or apply for injunctive relief or give releases and discharges with respect to any of the foregoing in the name of or at the expense of the District, except collection proceedings, and legal actions incident to such collection proceedings to enforce the collection of payments due from customers of the System.

6. General Obligations of the District.

6.1 From time to time as requested by Contractor, the District will provide to Contractor all such information with respect to the System as Contractor may reasonably deem necessary to facilitate Contractor's performance of its obligations under this Agreement.

6.2 The District will provide reasonable assistance to Contractor in connection with the marketing of bulk rate television, voice, video, high speed internet, and security monitoring services to be offered to homeowners' associations and individuals through the System.

6.3 The District may establish and maintain a capital reserve account to be used for capital expenditures on the System in accordance with the budgeting and financial policies and practices of the District.

6.4 The District will provide the physical Head End facility located at 0020 Highway 91, Copper Mountain, Colorado, for use by Contractor pursuant to this Agreement. If, at any time during the term of this Agreement, Contractor determines that additional headend locations are necessary, the parties will meet to negotiate in good faith and mutually agree on such locations; provided, however, that if the parties cannot agree, the Contractor may not establish any additional head end facility that is intended to serve Subscriber locations situated within the District's jurisdiction.

6.5 The District will aid Contractor, to the extent appropriate and reasonably practicable, in the collection of all service fees payable by customers of the System.

7. Employee Matters.

7.1 Beginning on the Effective Date, the District will provide to Contractor the services of Dave Arnesen, an employee of the District (including any successor or additional employee provided by the District under this Agreement, "Employee"), at no cost to Contractor, subject to Sections 7.5 and 7.6. Employee will be assigned full-time to Contractor, and Contractor will be responsible for the management, supervision and control of Employee while he is performing work in connection with the operation and maintenance of the System, Head End, and Subscriber Location System; provided, however, that Employee will be available to the District, as reasonably scheduled by the District, to perform services unrelated to the foregoing in a manner that is consistent with past practice and the District's current Director of Cable Television Services job description as described in Exhibit I (the "Employee's District Job Functions") and not in violation of Section 13. The District, after consultation with Contractor, is solely responsible for authorizing any and all paid leave for Employee pursuant to provisions of the District's Employee Policy Handbook.

7.2 During the term of this Agreement, Employee is and will be an employee of the District, and District will be responsible for paying all of Employee's salary, bonuses and employee benefits pursuant to the District's policies in effect, and as amended, during the term of this Agreement. The District will continue to be responsible for paying all applicable withholding taxes, social security and disability contributions and other employee related taxes required by applicable federal, state and local law.

7.3 During the term of this Agreement, the District will reimburse Employee, in accordance with the District's policies and procedures, for all proper expenses incurred by Employee in the performance of Employee's duties.

7.4 The District reserves the right to terminate Employee prior to the expiration of the term of this Agreement; provided, however, that the District will indemnify, defend and hold Contractor harmless to the extent that such termination violates Employee's legal or contractual rights or any duty owed by the District to Employee. The foregoing indemnification will be limited by and subject to the rights, defenses and limitations upon liability, if any, available to the District pursuant to Article 11, Section 1 of the Colorado Constitution or pursuant to the Colorado Governmental Immunity Act, CRS §24-10-101 et. seq, and nothing in this Section 10.1 will be construed to waive or limit any such rights or defenses.

7.5 In the event Employee is terminated, voluntarily ends his employment with the District, or is otherwise permanently unable to perform work on the System as required by this Agreement, Contractor will provide a qualified interim

7.6 If, at any time during the term of this Agreement, Contractor determines that additional Employee(s) are needed to perform services related to the System, the parties will meet in good faith to discuss such needs and any adjustment to the District Share that may be necessary. Contractor will utilize its own additional personnel, without cost to the District, to aid the Employee on System projects that require more than one person to implement and to provide operation and maintenance services under this Agreement on an as-needed basis, including during time periods when the Employee is on paid leave, training, or other absence from the District that prevents Employee from providing such on-site operation and maintenance services.

7.7 Nothing in this Agreement, express or implied, is intended or will be construed to (a) constitute any contract of employment for the Employee or (b) confer upon, or give to, any person (including any Employee), firm or corporation other than

the parties and their successors and permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof.

8. Capital Budgeting. Within thirty days after the execution of this Agreement, the parties will meet to discuss the anticipated capital needs of the System for the remainder of the fiscal year, and for the following fiscal year. Contractor will present the District with detailed information regarding the necessary capital projects and costs, and any supporting information reasonably required by the District. Within thirty days of the first of such meetings, the preliminary capital budget for the System for the remainder of the fiscal year will be mutually agreed by the parties, and Contractor will be authorized to implement the agreed-upon capital projects reflected in the final capital budget, subject to available funding as agreed by the parties. Following the approval of the initial capital budget, within 180 days, and not less than 150 days, prior to the end of each fiscal year of this Agreement, the capital expenditures for the System for the following year will be mutually agreed by the parties for inclusion in the District's annual budget, and Contractor will be authorized to implement the agreed-upon capital projects reflected in the final, approved capital budget, subject to available funding as agreed by the parties.

9. District Share; Compensation of Contractor.

9.1 Contractor may contract with any Subscriber for services offered by Contractor. If the District receives any Subscriber service fees from a Subscriber or other party, it will promptly remit such amounts to Contractor for distribution in accordance with Section 9.3.

9.2 The District has the authority, after consultation with Contractor, to levy, bill, and collect District capital or operating assessments, in addition to the above Subscriber service fees, for District purposes related to management of its Cable Television Fund or its System, even if such assessments exceed any limits specified in any Subscriber agreement, as necessary to meet the needs of the District in fulfilling its duties and obligations under this Agreement, the Colorado State Statutes, or its Service Plan. The District will retain all such assessment revenues collected.

9.3 (a) As and for Contractor's compensation for services pursuant to this Agreement, Contractor will retain 75% of all Subscriber service fees collected pursuant to this Agreement (the "Contractor Share"), as and when collected, by Contractor in accordance with Section 4.1(e). On a calendar monthly basis, no later than 30 days after the end of each month, Contractor will pay over to the District an amount equal to 25% of Subscriber service fees received during the applicable calendar month (the "District Share"). Such payment will be accompanied by an accounting of all Subscriber service fees collected by Contractor for such month and a calculation of the District Share and the Contractor Share. Contractor will be obligated to pay all operating and maintenance expenses of the System, in accordance with Section 4.1, from the Contractor Share it receives under this Section 9.3.

(b) The parties agree that in January of each year, they will balance the distribution of all Subscriber service fee revenues for the preceding calendar year in accordance with the provisions of this Agreement. To this end, Contractor will submit to the District, on or before January 31<sup>st</sup> of each year, a final sworn, notarized certification of all Subscriber service fees collected or received by Contractor during the immediately preceding contract year: if Contractor overpaid the District, the District shall reimburse the amount of overpayment; if Contractor underpaid the District, the Contractor shall pay the amount underpaid; and such reimbursement/payment shall be made within 20 days of the District's receipt of said annual certification.

9.4 In addition to the District Share, and as a condition of entering into this Agreement, the District will also receive free basic and premium television programming services and free WiFi high speed internet services at the Metro District Building, the Head End, and the Wastewater Treatment Plant.

9.5 The District may contract with any Subscriber, owner, or property developer for System extensions necessary to connect and provide bulk rate television, video, audio, high speed internet (either wired or wireless), or communication services to a new building or housing unit. The District will invoice, collect, and retain all fees from persons contracting for such service extensions ("Service Extension Fees"), unless Contractor participates in such extension work, in which case the District will, within 20 days of receipt of said fees, distribute the Service Extension Fees (excepting any penalty assessments for late payment) on a distribution basis agreed to in writing, by and between the District and Contractor prior to commencing such extension work. If Contractor receives any Service Extension Fees other than from the District pursuant to this Section 9.5, Contractor will promptly remit such amounts to the District for proper distribution under this Section 9.5.

9.6 If Contractor participates (by expending its own funds/resources) in any service extension, Contractor will receive a proportional share of the service extension fee based upon its percentage contribution towards completion of the full cost of the service extension project.

## 10. Indemnification.

10.1 By the District. The District will indemnify, defend and hold harmless Contractor and its owners, officers, directors, agents and employees from and against any claims, losses, liabilities and demands of every kind and nature whatsoever, including the costs of defending any such claims, liabilities and demands, including attorneys' and accountants' fees therefor (collectively, "Losses"), resulting from the District's gross negligence, willful misconduct, fraud, or material breach of this Agreement; provided, however, that the District will not be required to indemnify or hold harmless Contractor to the extent of any Losses resulting from willful misconduct, gross negligence, fraud, or material breach of this Agreement by Contractor, or any of its owners, agents or employees. The foregoing indemnification

agreement will be limited by and subject to the rights, defenses and limitations upon liability, if any, available to the District pursuant to Article 11, Section 1 of the Colorado Constitution or pursuant to the Colorado Governmental Immunity Act, CRS §24-10-101 et. seq, and nothing in this Section 10.1 will be construed to waive or limit any such rights or defenses.

10.2 By Contractor. Contractor will indemnify, defend and hold harmless the District and its owners, officers, directors, agents and employees from and against any Losses resulting from Contractor's gross negligence, willful misconduct, fraud, or material breach of this Agreement; provided, however, that Contractor will not be required to indemnify or hold harmless the District to the extent of any Losses resulting from willful misconduct, gross negligence, fraud, or material breach of this Agreement by the District, or any of its owners, agents or employees.

11. Events of Termination. This Agreement may be terminated by either party upon the occurrence of any of the following events (an "Event of Termination"):

(a) The other party breaches any of the terms of this Agreement (subject to the right of such other party to cure within 30 days after written notice of such breach is received by such other party from the non-breaching party); or

(b) The bankruptcy or dissolution of the other party.

12. Termination. This Agreement will be terminated upon the first to occur of any of the following events: (a) the end of the then-existing term following the timely delivery of a notice of renegotiation and the subsequent failure to mutually agree upon the terms of a renewal of this Agreement as specified in Section 3; (b) the written consent to terminate of all parties to this Agreement; or (c) an Event of Termination if either party exercises its option to terminate upon such Event of Termination. In the event this Agreement is terminated pursuant to this Section 12, the District will be relieved from any further obligation to pay Contractor compensation under this Agreement, other than compensation accrued up to the date of such termination; provided, however, that if Contractor has then been paid for services under this Agreement in excess of the compensation actually earned to the effective date of termination, Contractor will reimburse the District in the amount of such excess compensation.

13. Exclusivity. During the term of this Agreement, (a) the District will not sell, lease, or enter into any agreement concerning the sale, lease, operation or maintenance of any portion of the System or any System assets to or by any person or entity other than Contractor, (b) the District will not make available to any person or entity any of the System assets, including the District's network facilities, for the purpose of providing voice, video, data, or security monitoring services within the District's jurisdictional boundaries, and (c) neither party will conduct any business that competes with services provided pursuant to Section 4.1(c) of this Agreement. Each party will direct all business opportunities related to the distribution of television, video, audio, high speed internet (wired or wireless), security monitoring, and communication service(s) within the jurisdictional boundaries of the District to the other party, to ascertain proper



14.4 This Agreement may not be modified, altered or amended in any manner except by an agreement in writing, duly executed by the party intended to be bound.

14.5 Contractor and the District will not, by virtue of this Agreement, be deemed partners, joint venturers or co-employers, nor will Contractor be deemed to be the agent or employee of the District. Contractor will not, by entering into and performing this Agreement, incur any liability for any of the existing obligations, liabilities or debts of the District, and Contractor will not, by performing its obligations under this Agreement, assume or become liable for any of the future obligations, debts, or liabilities of the District.

14.6 All matters affecting the interpretation of this Agreement and the rights of the parties will be governed by the laws of the State of Colorado, without regard to its conflict of law principles.

14.7 The section headings in this Agreement are for convenience and reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. The word “include” and derivatives of that word are used in this Agreement in an illustrative sense rather than limiting sense. This Agreement has been negotiated by the District and Contractor and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement will not apply in any construction or interpretation of this Agreement.

14.8 Each of the respective rights and obligations of the parties under this Agreement will be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein. No waiver, express or implied, by either party of any breach of any of the covenants, agreements or duties hereunder of the other party will be deemed to be a waiver of any other breach thereof or the waiver of any other covenant agreement or duty.

14.9 This Agreement contains the entire understanding of the parties with respect to its subject matter, and the parties hereby acknowledge that there have not been and are no representations, warranties, covenants or understandings other than those expressly set forth herein and therein which relate to the subject matter hereof. This Agreement supersedes and replaces in its entirety the 2010 Agreement.

14.10 *Employment of Illegal Aliens Prohibited; Certification.*

**In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et seq., Contractor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that Contractor will participate in the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)) in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Contractor further certifies that it will not enter into a contract with a subcontractor who fails to certify to contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.**

(a) Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the e-verify program or the department program. Contractor will not use the e-verify program or the department program to undertake pre-employment screening of job applicants while the Agreement is being performed.

(b) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

(1) Notify the subcontractor and District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Contractor will not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(c) Contractor will comply with any reasonable request by the Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

14.11 *Maintenance of Enterprise Status.* The District board has determined, pursuant to Resolution No. 2007-03, that the Copper Mountain Consolidated Metropolitan District Cable Television Activity Enterprise (the “Enterprise”) is an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution. The District has and will continue to maintain the System as an “enterprise” within the meaning Article X, Section 20 of the Colorado Constitution, and the meaning of Title 37, Article 45.1, C.R.S. The Enterprise will be wholly owned by the District and will consist of the business represented by all of the District’s cable television facilities and properties, now owned or hereafter acquired, whether situated within or without the District boundaries, including all present or future improvements, extensions, enlargements, betterments, replacements, or

additions thereof or thereto. The Enterprise will have all of the authority, powers, rights, obligations, and duties as may be provided or permitted by Title 32 of the Colorado Revised Statutes, and the Colorado Constitution, and as may be further prescribed by resolution of the District. The Enterprise will at all times and in all ways conduct its affairs so as to continue to qualify as an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution. The Enterprise is authorized to issue bonds, notes, or other obligations payable from the revenues derived or to be derived from the System, in accordance with Colorado law.

14.12 ***Equal Employment Opportunity and Non-discrimination.*** Contractor shall comply with all Equal Employment Opportunity and or Non-discrimination laws, statutes, ordinances, codes, rules, regulations, programs, and lawful orders of public authorities applicable to Contractor's performance under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Cable Television Services Agreement to be effective as of the date indicated in the preamble.

COPPER MOUNTAIN CONSOLIDATED  
METROPOLITAN DISTRICT

By: Thomas J. Malmgren

Name: Thomas J. Malmgren

Title: President of the District

Date: October 17, 2011

RESORTNET, LLC

By: Mark Wentzlaff

Name: Mark Wentzlaff

Title: Manager

Date: October 17, 2011

## EXHIBIT 1

### Employee's District Job Functions

POSITION TITLE: DIRECTOR OF CABLE SERVICES

JOB CLASSIFICATION: DIRECTOR OF CABLE SERVICES

FLSA CLASSIFICATION: FLSA EXEMPT

SUPERVISOR: DISTRICT MANAGER

SUPERVISORY RESPONSIBILITIES: SUBORDINATE EMPLOYEES OF THE DEPARTMENT

#### DUTIES:

(a) Director of the Cable Television Department: manages and is responsible for all operations of the District's Cable Television Department, including all activities, facilities, equipment, vehicles, and employees of the department.

(b) Management: performs all duties, keeps all records, and has such powers as are necessary for the proper management and operation of the Cable Television Department, including responsibility for monitoring, evaluating, acquiring and delivering channel offerings and services to be provided via the District's cable television system; comprehensive planning for system upgrades to provide high quality cable signals that meet or exceed customer expectations. Responsible for providing operating and maintenance services pursuant to the Cable Television Services Agreement in a manner that facilitates and aids the Contractor in providing operations and maintenance services thereunder.

(c) Administration: administers contracts the District has with other service providers for high speed internet services, DMX audio services, local access channel programming, television signal acquisition, supplemental labor, and technical and professional services necessary to the construction, operation, maintenance, or repair of system facilities, infrastructure, or equipment.

(d) Quality Control: properly operates, troubleshoots, maintains, and repairs cable television infrastructure and operations to assure quality reception of cable television services to the point of delivery and to minimize service problems that terminate, disrupt, degrade, or otherwise interfere with the delivery of quality cable television services to customers within the District. Provides cable line locates as requested. Conducts, documents, and files annual FCC Leakage Test reports and performs other work in compliance with FCC rules and regulations.

(e) Maintenance: maintains all departmental equipment, tools, records, inventories, facilities and properties, as necessary for proper administration and operation of the department. Responsible for 24/7 response services as necessary to maintain service quality.

(f) Installation: installs new and extended service lines to new and existing customers. Reviews new construction plans for developments within the District to implement District Rules and Regulations governing the installation of new cable service infrastructure and to protect existing infrastructure from damage.

(g) Training: takes reasonable advantage of additional training, education, and industry seminars as necessary to remain current with technology and methods for maintaining cable television services.

(h) Other Duties and Responsibilities: carries out other duties and responsibilities as assigned, or as necessary or incidental to the performance of job duties and the proper management of the Cable Television Department.

**SCHEDULE 5.2**  
**Assumed Fee Obligations**

<u>TELEVISION CHANNEL</u>	<u>2011 RATE</u>	<u>EXPIRATION DATE</u>
A&E HD	\$0.0000	12/31/12
A&E	\$0.3125	12/31/12
ABC Family	\$0.3630	07/31/14
ACA	\$0.0380	N/A
AMC	\$0.3050	12/31/07 *
Animal Planet	\$0.2090	12/31/14
Biography & History International	\$0.2750	12/31/12 **
Bravo	\$0.2250	12/31/12
Chiller	\$0.1200	12/31/12
CMT	\$0.1520	03/31/14
CNBC	\$0.4450	12/31/12
CNN	\$0.6600	03/01/13
Comedy	\$0.2610	03/31/14
CSPAN	\$0.0610	03/14/11
CSPAN 2	\$0.0000	03/14/11
Discovery NR2	\$0.4560	12/31/14
Disney	\$0.9000	07/31/14
Disney XD	\$0.1700	07/31/14
DMX 1	\$0.2300	10/15/03 *
DMX 2	\$190.00	10/15/03 *
Encore Movie Package	\$2.6742	10/31/10
ESPN LTAP	\$4.8417	07/31/14
ESPN 2 LTAP	\$0.7380	07/31/14
ESPN Classic LTAP	\$0.3100	07/31/14
ESPN HD LTAP	\$0.0000	07/31/14
Food	\$0.2650	09/30/14
Food HD	\$0.0000	09/30/14
Fox News	\$0.8700	12/31/11
Fox News HD	\$0.0000	12/31/11
Fuse	\$0.1800	12/31/07 *
Golf	\$0.2800	12/31/10
HD Theater	\$1.5000	12/31/14
HGTV	\$0.2650	09/30/14
HGTV HD	\$0.0000	09/30/14
History	\$0.3125	12/31/12
History HD	\$0.0000	12/31/12
Hits Ast & Access Control	\$0.3500	07/31/10
Hits Transport	\$0.22727	07/31/10
HLN	:\$0.0000	03/01/13
IFC	\$0.2200	12/31/08
MSNBC	\$0.3350	12/31/12
MTV	\$0.5470	03/31/14
MTV Digital Suites	\$1.2780	03/31/14
MTV Hits	\$0.0000	03/31/14
MTV 2	\$0.0000	03/31/14
National Geographic	\$0.2500	12/31/12
National Geographic HD	\$0.0000	12/31/12

Nickelodean	\$0.9200	03/31/14
Teen Nick	\$0.0000	03/31/14
Sleuth	\$0.1450	12/31/12
Speed	\$0.2680	12/31/12
Speed HD	\$0.0000	12/31/12
Spike	\$0.4900	03/31/14
Starz & Multiplexes	\$4.3750	10/31/10
Style	\$0.1525	12/31/10
TBS	\$0.5800	03/01/13
TCM	\$0.3050	03/01/13
TLC	\$0.3070	12/31/14
TNT	\$1.3225	03/01/13
TV Land	\$0.1850	03/31/14
Universal HD	\$0.4350	12/31/12
USA	\$0.9150	12/31/12
USA HD	\$0.0000	12/31/12
Versus	\$0.2680	12/31/11
VH-1	\$0.2420	03/31/14
VH-1 Soul	\$0.0000	03/31/14
Weather	\$0.2016	02/28/11
WGN	\$0.17758	Expired
H2H/QT Website Authorizations	\$5.0000	
H2H/QT Website SVL Charge	\$3.0000	
KWGN (Denver 2) Retransmission	\$0.0000	12/31/11
KCNC (Denver 4)	\$0.0000	No Contract
KDVR (Denver 8) Retransmission	\$3500 / YR	12/31/11
KMGH (Denver 7) Retransmission	\$0.5000 + \$50 per year	12/31/11
KUSA (Denver 9) Retransmission	\$0.6500	12/31/11***
KTVD (Denver 20) Retransmission	\$0.2500	12/31/11***
Fox Sports Rocky Mtn	\$2.9870 / YR + \$0.2687	10/31/12
Altitude Sports	\$2.738	08/31/12
Lifetime & LMN	\$0.8000	03/31/12
HBO – Goldrush Program	\$3.2500	No Contract
TV Guide	\$427.58 / month	12/31/13
Rocky Mountain Multiplex – Hits	\$0.9471	12/31/12
ROVI	\$509.85 / month	12/01/12
Showtime Movie Plex	\$9.2600	04/30/14
Acacia Media Technology		
Analog	\$0.5000	01/07/11
Digital	\$1.0000	01/07/11

NOTES:

- \* Under Negotiation
- \*\* Rate is for Biography & History Combined
- \*\*\* No “Opt-Out” Provision in Contract