

## TERMS AND CONDITIONS APPLICABLE TO REVENUE SHARE WITH EXCLUSIVITY

- 1. License.** Owner hereby grants and conveys to Midcontinent (hereafter "Midco"), its successors, assigns and agents, a nonexclusive right-of-way, license and easement to construct, operate, maintain, replace and remove such equipment as Midco may from time to time require to provide cable television service and other voice and data telecommunications services to the Property. At the request of Midco, the Owner shall provide to Midco any and all plans, drawings, and specifications for buildings and other improvements on the Property. The non-exclusive right-of-way, license and easement granted herein shall terminate six months after the termination and/or expiration of this Service Order. Midco reserves its right to remove or abandon its facilities during this time. Midco shall promptly repair any damage to the Property caused by such removal.
- 2. Compensation.** Owner shall share in certain of the Company's revenues from tenants of the Property. Annually, within sixty (60) days of the anniversary date of the effective date of this Agreement, Company shall pay to Owner the sum equal to the percentage of revenue (as outlined and agreed to on the Service Order) received by Company from tenants of the Property for Basic and Limited Cable Television (excluding any premium or pay-per view channels or products).
- 3. Exclusive Marketing Rights; Audits.** Midco shall have the exclusive right to access the Property to market cable television or other voice or data telecommunications services to the tenants of the Property. All marketing materials shall be provided by Midco and may include, at Midco's discretion, brochures, channel line-ups, door hangers, service descriptions, and information regarding prices and special offers. In the event another provider is permitted to access the Property to market cable television or other voice or data telecommunications service to tenants of the Property, Midco may immediately terminate its obligations under section 2 above, the remainder of this Agreement shall remain in effect. In addition, if another provider is permitted to access the Property to market cable television or other voice or data telecommunications service to tenants of the Property during the initial term of the Agreement, Owner shall then immediately pay to Midco an amount equal to \$50.00 per unit in the Property multiplied by the percentage of the term remaining in this Agreement. Owner will permit Midco to audit the Property for compliance with this Section.
- 4. Cable Television Service.** Midco shall make its cable television services available to each tenant on the Property upon such terms and conditions as are identical or substantially similar to the terms and conditions which Midco offers to similarly situated subscribers who are not tenants of Owner. Cable television services that will be made available at Property are similar to the basic/simple/limited channels as outlined at [www.midco.com/channellineups](http://www.midco.com/channellineups) (hereinafter referred to as "Channel Line-up"). Midco reserves the right to make changes to such channel configurations as well as changes to the rates charged for such services at its sole discretion. However, Midco agrees to only make changes to the channel configurations which are consistent with changes Midco is generally making for its other subscribers in the city in which the Property is located. Midco agrees to maintain its equipment in serviceable and reasonable operating condition so as to provide cable television services to Owner's Property.
- 5. Channel Line-up.** Channel Line-ups for multiple dwelling units are generally similar to the basic/simple/limited channel lineups for comparable residential services in the community. However, not all services are available to all customer types. Certain services are restricted in use for Public View as addressed in Section 6 below. Hotel/Motel and similar facilities may have a customized channel lineup. All channel lineups for any classification of service are subject to change
- 6. Public Performance of Copyrighted Works.** Midco has no authority to grant any license for the public performance of copyrighted works. If Customer intends to play publicly any audio or visual content provided via the Service, Customer is advised that additional fees may be owed to copyright holders or public performance licensing organization such as ASCAP, SEASAC, or BMI in certain situations.
- 7. Provider of Choice for Other Telecommunications Services.** Midco may from time to time, at its discretion, offer to tenants of the Property high-speed internet access and/or provide other voice and data telecommunications services, such as telephone services, via any transmission equipment, wiring or lines used in whole or in part to provide cable television services. Such additional telecommunications services shall be upon such terms and conditions as Midco may establish from time to time. Upon prior notice to Owner of such services, Midco shall be Owner's provider of choice for such services. Nothing herein shall require Owner's tenants and prospective tenants to receive such telecommunications services from Midco or restrict Owner's tenants and prospective tenants from entering into agreements to receive such similar telecommunications services from any other service provider, subject to the limitations set forth herein.
- 8. Insurance.** Midco shall be entitled to maintain fire and extended coverage insurance covering Midco's cable, wire, conduit and related equipment installed or located on the Property, which insurance may be in such amount as deemed appropriate by Midco. Midco shall also maintain general liability insurance coverage in an amount of at least \$1,000,000.00 per occurrence.
- 9. Running of Benefits and Burdens; Binding Effect.** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall run with the land and shall extend to, bind, and inure to the benefit of the parties hereto, subsequent owners of the Property, and their respective personal representatives, heirs, successors, assigns, tenants and agents.
- 10. Governing Law.** The laws of the State in which the property is located shall govern the validity, performance and enforcement of this Service Order. Any action brought under this Agreement shall have its venue in the state or federal courts in that state.
- 11. Document Corrections.** The Owner shall cooperate with Midco at some future point if the parties find it necessary to correct any error to legal descriptions to the Owner's Property contained within this document.
- 12. Interference.** Owner agrees and warrants that it will not perform any act which will interfere with or endanger the equipment and property of Midco. Midco agrees and warrants that after the installation of its equipment and property, or after the exercise of any of its rights granted herein, it shall remove from the Property all debris and unnecessary equipment and materials resulting from or used in connection with the installation or maintenance of Midco's equipment, wiring or lines.
- 13. Compliance with Law; Re-Sale of Services; Franchise Limitations.** The parties acknowledge that the services hereunder are subject to regulation by federal, state and local laws and regulations. The parties agree to comply with such laws and regulations, including, without limitation, restrictions on Owner's ability to re-sell cable television services to its tenants. The parties acknowledge and agree that Midco's right to provide services hereunder is subject to a franchise issued by the local government and Midco shall have no obligation to provide services hereunder if its franchise terminates or is not renewed for any reason.
- 14. Entire Agreement.** This Agreement is the entire agreement of the parties. There are no representations or inducements being relied upon by either party except as set forth herein. This Service Order may not be modified unless such modification is in writing and executed by the party against whom the enforcement of such modification is sought.
- 15. Estoppel Certificate.** Within ten (10) days after request by Owner, or in the event that upon any sale, assignment or hypothecation of the Property and/or the land thereunder by Owner an estoppel certificate shall be required from Midco, Owner shall produce and Midco agrees to deliver in recordable form, a certificate to any proposed mortgage lender, purchaser, or to Owner, certifying that this Service Order is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Midco), the dates to which charges have been paid, and any other information reasonably requested by Owner. If fifteen (15) days after the date of a written request by Owner to execute such instruments, Midco shall not have executed the same, Owner may, at its option, cancel this Service Order without incurring any liability on account thereof, and the Term hereby granted is expressly limited accordingly.

**16. Subordination and Attornment.** This Service Order is subject and subordinate to every mortgage, deed of trust, protective land covenants and ground or master lease now or hereafter affecting the Property, or any part of such real property, and to all advances made or hereafter to be made upon the security thereof. Such subordination is self-executing and effective upon execution of this Service Order; notwithstanding the foregoing, however, at any time and from time to time at the request of the Owner or the holder of any such mortgage, deed of trust, protective land covenants, and ground or master lease, Midco shall execute and deliver within ten (10) days of receipt thereof any instrument or further assurance reasonably requested whereby Midco shall: (a) acknowledge the subordinate status of this Service Order with respect to the lien of any such mortgage or deed of trust, or the interest of any lessor under any such ground lease, with the intent and effect that this Service Order and all the rights of Midco are and will be subject to the rights of the holder or beneficiary of any such mortgage or deed of trust or ground lessor as fully as if such mortgage or deed of trust had been made and recorded in the appropriate land records and all monies had been advanced thereunder before the making of this Service Order; and (b) attorn to such holder or ground lessor or its successor by foreclosure, deed in lieu of foreclosure or otherwise, and be bound to it for the then unexpired residue of the term of this Service Order and upon the terms and conditions herein contained.

**17. ACKNOWLEDGEMENT.** BY SIGNATURE HEREIN, I/WE ACKNOWLEDGE THAT I/WE ARE AUTHORIZED TO ORDER THE SERVICES DESCRIBED ABOVE AND TO BIND THE COMPANY TO THIS CONTRACT. I/WE HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS SERVICE ORDER AND THE TERMS AND CONDITIONS COVERING THIS SERVICE ORDER AS POSTED AND UPDATED AT [www.midco.com/legal](http://www.midco.com/legal).