

## TERMS AND CONDITIONS APPLICABLE TO CONTRACTED VIDEO SERVICES

**1. License.** Owner hereby grants and conveys to Midcontinent, its successors, assigns and agents, a nonexclusive right-of-way, license and easement to construct, operate, maintain, replace and remove such equipment as Midcontinent 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 Midcontinent, the Owner shall provide to Midcontinent 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. Midcontinent reserves its right to remove or abandon its facilities during this time. Midcontinent shall promptly repair any damage to the Property caused by such removal.

**2. Cable Television Service; Audits.** Midcontinent shall provide to Owner at the Property Cable Television service as outlined at [www.midco.com/channellineups](http://www.midco.com/channellineups) (hereinafter referred to as "Channel Line-up"). Midcontinent reserves the right to make changes to such channel configurations at its sole discretion. However, Midcontinent agrees to only make changes to the channel configurations which are consistent with changes Midcontinent is generally making for its other subscribers in the City in which the Property is located. Owner agrees to pay Midcontinent a monthly payment per unit for such Service as set forth in the Service Order. Charges for services will begin on the Service Commencement Date as defined in Section 8 of the Master Service Agreement. To the extent Owner wants to receive Premium Services in its units, it shall pay, in addition to the regular monthly fee, Midcontinent's then current rate subscription fee for such Premium Services. Owner shall promptly notify Midcontinent if the number of units being provided any service on the Property exceeds the number of applicable units specified in this Service Order, and Owner will permit Midcontinent to audit the Property for compliance with this Section. Owner shall be obligated to pay for each service under this Section commencing when the service is made available to the units by Midcontinent, including any back-billing obligations for periods from and after the date of this Service Order.

**3. 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 4 below. Hotel/Motel and similar facilities may have a customized channel lineup. All channel lineups for any classification of service are subject to change.

**4. 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.

**5. Provider of Choice for Other Telecommunications Services.** Midcontinent 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 Midcontinent may establish from time to time. Upon prior notice to Owner of such services, Midcontinent 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 Midcontinent 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.

**6. 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.

**7. 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.

**8. Document Corrections.** The Owner shall cooperate with Midcontinent 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.

**9. Interference.** Owner agrees and warrants that it will not perform any act which will interfere with or endanger the equipment and property of Midcontinent. Midcontinent 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 Midcontinent's equipment, wiring or lines.

**10. 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 Midcontinent's right to provide services hereunder is subject to a franchise issued by the local government and Midcontinent shall have no obligation to provide services hereunder if its franchise terminates or is not renewed for any reason.

**11. 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.

**12. 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 Midcontinent, Owner shall produce and Midcontinent 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 Midcontinent), the dates to which charges have been paid, and any other information reasonably requested by Owner. Midcontinent hereby irrevocably appoints Owner as attorney-in-fact for Midcontinent with full power and authority to execute and deliver in the name of Midcontinent any such instruments or certificates. If fifteen (15) days after the date of a written request by Owner to execute such instruments, Midcontinent 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.

**13. 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, Midcontinent shall execute and deliver within ten (10) days of receipt thereof any instrument or further assurance reasonably requested whereby Midcontinent 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 Midcontinent 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.

14. **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).

**Exclusive Marketing Rights; Audits.** Midcontinent shall have the exclusive right to market its Cable Television, voice, or data services within the Property to the tenants of the Property. All marketing materials shall be provided by Midcontinent and may include, at Midcontinent's discretion, brochures, channel line-ups, door hangers, service descriptions, and information regarding prices and special offers. Owner will permit Midcontinent to audit the Property for compliance with this Section.