

## TERMS AND CONDITIONS APPLICABLE TO REVENUE SHARE AGREEMENT

- 1. License.** Owner hereby grants and conveys to 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. Midco shall pay to Owner a defined amount per Company customer within the Property at a rate based on overall Company customer penetration (as outlined in Exhibit A) at the cadence outlined on the service order. A customer, as defined by Midco, is a tenant of the property who pays for at least one service during a given month. It is the owner's responsibility to keep the Company informed of any ownership changes or mailing address changes for their revenue share checks. If ownership changes and previous i.e. current Owner fails to notify Company of the ownership change, current Owner shall be responsible for reimbursement of all payments made by Company to it that should have been paid to new Owner had proper notice been made. Any returned checks or checks not cashed within six (6) months will be voided and result in loss of payment. Checks can be reissued if the Owner contacts Company with updated information within sixty (60) days of the original check becoming invalid or returned.
- 3. Access.** Owner will take the steps necessary to ensure Midco, its agents and assigns, have the right to access the Service Location property during the term of this Agreement to install, operate, repair and replace such cable, conduit and equipment as may be necessary to provide Service. The installed cable, conduit and equipment will remain the property of Midco and use by Midco will not be interfered with. Midco will exercise due care in the performance of its activities on the property and will repair all damage to the property caused by the activities. Owner is responsible for locating and clearly marking all private utilities on the property. Midco is not liable for any damages or fees incurred as a result of striking private utilities that were not conspicuously and accurately marked.
- 4. Insurance.** Midco shall be entitled to maintain fire and extended coverage insurance covering Midco's cable, 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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, cabling or wiring.
- 9. 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.
- 10. 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.
- 11. Renewal.** Upon the expiration of the Initial Term, this Agreement will renew one (1) time for a period of one (1) year.
- 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 Midco, Owner shall produce and Midco agree 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. Midco hereby irrevocably appoints Owner as attorney-in-fact for Midco with full power and authority to execute and deliver in the name of Midco any such conforming instruments or certificates. 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.
- 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, 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.
- 14. Statement of Authority.** By the signature below, Owner or Owner's Representative, warrant they have the full and legally binding authority to bind the Owner of the Property to the requirements contained within this Agreement. Owner or Owner's representative agree to provide Midco with any and all changes to that legal authority, including but not limited to sale of the Property or a change in management, within thirty (30) days of the date of the change. Midco shall have the right to have immediately returned to it any payments made to a Party who no longer owns or manages the Property.

15. **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 MIDCO.COM/LEGAL.

<b>Property Penetration</b>	<b>Monthly Payment per Customer</b>
<34.99%	\$0.50
35.00% - 49.99%	\$1
50.00% - 64.99%	\$2
65.00% - 79.99%	\$3
>80.00%	\$4