

to the Program Supplier for the right to transmit the Programming to Hotel pursuant to this Agreement. At the request of Company, Subscriber shall provide Company with all information which Company may reasonably request including, without limitation, the following: the name, location and manager or proprietor of Hotel, the total number of guest rooms in Hotel which are available for temporary or permanent occupancy (hereinafter referred to as "Rooms") and the actual average daily number of occupied Rooms in Hotel during the preceding fiscal or calendar year of operation or, in the event that Hotel has been in operation for less than one (1) full year, the projected average daily number of occupied Rooms in Hotel during its first year of operation. Within sixty (60) days following the end of each of Subscriber's fiscal or calendar years during the term of this Agreement, or any extension or extensions thereof, Subscriber shall furnish Company with the average daily number of occupied Rooms in Hotel for the preceding fiscal or calendar year. At the request of Company, Subscriber shall at its expense have its independent public accountants, or independent public accountants of its choosing, certify in a letter addressed to Company the accuracy and completeness of any information, including, without limitation, the total number of Rooms in Hotel and the average daily number of occupied Rooms in Hotel for any fiscal or calendar year, or portion thereof. In addition, if any subsequent event(s) render(s) any of the information which Subscriber supplies to Company under this paragraph incomplete or inaccurate in any particular, Subscriber shall promptly provide Company with complete and accurate information in lieu of the information previously provided without the necessity of any request by Company.

(b) Subscriber acknowledges and understands that the Program Supplier, in its sole and absolute discretion, may refuse to permit Company to provide Subscriber with the Programming for any or no reason whatsoever. In the event that the Program Supplier rejects the application of Company to provide the Programming to Subscriber, this Agreement shall be null and void. As soon as Company receives notification from the Program Supplier of any decision by the Program Supplier concerning Company's application to provide the Programming to Subscriber, Company shall give Subscriber written notice of such decision by the Program Supplier within thirty (30) days after Company receives notice of such action.

2. If Company obtains the requisite approval of the Program Supplier under the above paragraph, Company shall furnish and install at Hotel a service wire (and terminal) and all other wires, equipment and materials necessary to supplement the facilities used by Subscriber to receive the basic service in order to provide for the reception of the

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