

shall restore the contour of the land to its original condition. Operator shall have the right to run additional transmission lines under and through the Property to serve the Property and other properties; provided the location of such lines must be previously approved by Owner (whose consent will not be unreasonably withheld) and further provided that Operator shall restore the ground to substantially the same condition as existed before the installation of such additional transmission lines. Operator will be obligated to maintain the technical quality referred to in Section 2.2 below.

1.3 Right to Deal with Residents. Operator shall have the exclusive right and license to deal directly with residents of the Property including, without limitation, promoting the Service to them, soliciting them as subscribers to the Service, charging them reasonable fees and charges for the Service, collecting such fees and charges and disseminating schedules, information and materials on the program provided by the Service. Owner agrees to provide the Operator on a weekly basis an updated list of new occupants of the apartment units of the Property. Owner further agrees to cooperate with Operator, pursuant to legal process, in the connecting and disconnecting of Service to each residential unit and to assist in preventing theft of Service by residents.

1.4 Easement. Owner hereby grants to Operator an easement on and across the Property for the placement and maintenance of the HEADEND and all related cables, wiring, etc. The locations for the placement of the HEADEND and other items pursuant to this easement must be disclosed to Owner prior to such placement, and Operator's rights to proceed with the installation of said items shall be subject to Owner's consent to the exact locations. In the event Owner disagrees with the proposed specific locations of any of these items, Owner and Operator shall negotiate in good faith to arrive at mutually agreeable locations, provided Owner is obligated to allow such items to be placed on the Property in such manner as shall be necessary to provide the services required from Operator hereunder. The location finally agreed upon shall be depicted on a survey, sketch, or other form of written document to be presented to Owner and retained in Owner's files.

The easement granted herein shall be automatically terminated and of no further force and effect if the Owner shall file in the appropriate public records of this county a certified statement declaring that the Operator has violated one or more of its obligations under this Agreement and has failed to cure same within the period allowed for such cure in this Agreement. The termination of this Agreement by this means shall not have the effect of preventing the Operator from seeking damages if the Operator believes that the easement was improperly terminated or that the Operator was not in fact violating this Agreement in the manner specified in the certificate. The easement granted herein shall also automatically terminate upon the expiration of the terms of this Agreement. If any option to extend this Agreement beyond its original term shall be exercised in the manner provided herein, then the party exercising such option shall file an appropriate document to extend the term of the easement accordingly. Subject to the rights of termination described above, the easement granted herein shall be deemed to run with the land, and the benefit thereof may be assigned to any party to whom the Operator's interests under this Agreement may be assigned.

2. Obligations of Operator. Operator shall have the following obligations hereunder:

2.1 Installation. Operator shall construct to the standards referred to in section 2.2 a CATV system and a HEADEND (when required) on the Property. Operator shall submit to the Owner the final plans and specifications, for Owner's approval, with the respect to the construction of the CATV and which final plans and specifications shall set forth the location of the HEADEND site and all electrical wire and cable to be used in the operation of the Service. The method of programming delivery shall be at the Operator's exclusive discretion.

2.2 Operation. Operator shall operate the Service to provide residents of the Property, on a nondiscriminatory basis, access to a minimum of four (4) satellite transmitted channels, including one (1) premium movie channel, upon payment of fees and charges to and in compliance with standard published Agreements of Operator. A minimum of three (3) over-the-air UHF/VHF channels (ABC, NBC, CBS) shall also be provided. The technical quality of the video signals provided by the Service shall meet or exceed the signal strength and quality requirements of current Federal Communications Commission regulations,