-

S C AGREEMENT FOR TRANSMISSION OF PREMIUM TELEVISION PROGRAMMING TO HOTELS AND MOTELS

THIS AGREEMENT, made this 14th day of June.

1982, by and between Telecuritie of Openville, a corporation (hereinafter referred to as "Company"), and Econo Travel Motor Hetel Cozp. (hereinafter referred to as "Subscriber");

PREMISES:

- A. Company is now, or will in the immediate future be, providing basic cable television service to Subscriber, and in connection with the provision of such service has installed or will install the facilities necessary for Subscriber to receive the basic cable television service; and
- B. Company also provides premium cable television services, including the transmission of feature films, and other programming (hereinafter referred to as the "Programming") to customers in a service area in which Subscriber owns and/or operates one or more hotels or motels; and
- C. The Programming is provided to Company from time to time by such companies as Home Box Office, Inc., Showtime and The Movie Channel (the company supplying the Programming at a specific time being hereinafter referred to as the "Program Supplier"); and
- D. Company desires to sell such premium cable television service consisting of the Programming to Subscriber, and Subscriber desires to purchase such premium cable television service consisting of the Programming from Company for one or more of the hotels or motels which Subscriber owns and/or operates, all in accordance with the terms, conditions and provisions set forth below:

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual promises and obligations set forth below, and other good and valuable considerations, the receipt of which is hereby acknowledged, Company and Subscriber agree as follows:

1. (a) Subscriber hereby requests that Company apply to the Program Supplier for the right to transmit the Programming to the hotels or motels which Subscriber owns and/or operates as listed on Schedule A (hereinafter whether singular or plural referred to as "Hotel") under the terms, conditions, and provisions of this Agreement. Within a reasonable time after the execution of this Agreement, Company shall apply

5.00 a 45211801

00 • 451

801