

SmartNotes® REGIONAL CONTRACT FOR MARKETING OF SERVICES
For Pacific Bell Telephone Company NEW CONSTRUCTION MDU PROPERTIES

Between

Pacific Bell Telephone Company ("Pacific")
 a California corporation
 140 New Montgomery
 San Francisco, California 94105

and

 ("Owner")

The proposed terms of this Contract shall expire if not signed by Owner on or before April 15, 2002.

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SmartMoves[®] REGIONAL CONTRACT FOR MARKETING OF SERVICES
For Pacific Bell Telephone Company NEW CONSTRUCTION MDU PROPERTIES

This Contract (the "Contract") is made and entered into as of the date signed by Pacific Bell Telephone Company (the "Effective Date"), by and between (the "Owner"), with its principal place of business at and Pacific Bell Telephone Company, a California corporation with its principal place of business at 140 New Montgomery, San Francisco, California 94105, acting hereunder as authorized sales agent for Pacific Bell Internet Services ("PBI"), Pacific Bell Information Services ("PBIS"), and Advanced Solutions, Inc. ("AST"), collectively referred to herein as "Pacific".

WHEREAS, Pacific desires to market, sell and provide certain local exchange residential telephone services, including high speed Internet access, (the "Services") that it offers to its residential local exchange telephone customers within the service area of the Property (defined below); and

WHEREAS, Owner wishes to market the Services to residents and prospective residents, (the "Residents") of Owner's property (the "Property"), described in Exhibit A-"Property Description", attached hereto and made a part hereof.

NOW THEREFORE, Pacific and Owner, singular the "Party" or collectively the "Parties" as the context may require, agree as follows:

1. Marketing Representative Appointment:

Pacific appoints Owner as its marketing representative, and Owner agrees to act exclusively on behalf of Pacific for the marketing and promotion of its Services at Owner's Property.

2. Term of Contract:

This Contract shall be for a term of ten (10) years (the "Term"), commencing on the Effective Date. The Expiration Date shall be ten (10) years after the Effective Date. Upon the Expiration Date, this Contract shall automatically renew on a month to month basis until either Party gives the other Party a thirty (30) day-written notice of termination hereof.

3. Compensation:

3.1. Performance Commission Payments:

Pacific will pay Owner commissions for the marketing and promotion of its Services based on a Performance Commission Rate ("PCR") of . The amount of the commission paid to Owner each month shall be determined by multiplying the PCR by Pacific's Total Billed Revenue ("TBR") for the Property. TBR is defined as the total charges for recurring monthly Services made by Pacific for all Services to all Residents of the Property that are Pacific customers. The TBR shall exclude taxes, special fees, franchise and/or governmental fees, installation charges, late payment charges, uncollectables, charges for equipment and business service charges. Pacific shall have no obligation to pay commissions for TBR generated by any of the Services that Owner may have under separate contract with a competitive provider. The commission payment due to Owner hereunder will be made by the last day of the second month following the month in which Pacific bills any Resident, following the Effective Date. Subsequent payments to Owner will be made monthly during the Term, and for two months following the Expiration Date or early termination date, covering commissions earned to such date.

3.2. Address Forms and Records:

All commission payments will be based on Pacific's summary billing records as established by the address information provided by the Owner on the "Property Address Form", attached as Exhibit B hereto. Such commission payments will be sent via the U.S. Mail to the address specified for the Property. No commissions will be paid for the revenue generated from units whose addresses are not included on the Property Address Form. Owner may update the Property Address Form from time to time to include additional addresses for the Property. Provided however, no commissions for such additional addresses

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

6. Training and Promotions:

Pacific shall provide Owner's staff with appropriate SmartMover[®] promotional material(s) and will train Owner's staff in the promotion of the Services at no cost to Owner. Training requirements and procedures, if any, for Owner's staff, and all marketing and promotional materials, plans, and schedules shall be determined by Pacific with input from Owner; provided that Owner shall also have the right to reasonably approve on Property marketing events. Pacific will provide promotional materials and train Owner's staff after both Parties have signed this Contract.

7. Owner's Obligations:

In acting as marketing representative for Pacific, Owner shall only offer to Owner's Residents or prospective Residents, informational or promotional material in any way related to the Services, that has been provided by Pacific or has been approved in advance by Pacific in writing. Owner will direct Residents desiring the Services, to request orders for Services directly from Pacific in accordance with the SmartMover[®] promotional material provided by or approved by Pacific for the ordering of the Services. Pacific reserves the right to alter the ordering process, as it deems necessary. Owner will not distribute false or misleading information associated with the Services.

Owner will neither market any service at the Property that is or may be reasonably considered by Pacific to be competitive with the Service(s) covered by this Contract, nor will Owner accept compensation from competitive providers for the provision of competitive services to Residents. Owner agrees to use Pacific's telecommunication services for its business purposes at the Property, and Pacific shall have the right to use all on premise telecommunications wiring without charge during the Term. Owner shall direct residents, if asked, to coordinate directly with Pacific regarding any complaints or technical problems concerning any of the Services. Owner will also permit Pacific to sponsor special promotions for the Services at the Property at mutually agreed upon times and dates.

Owner will notify the leasing office staff at the Property(ies) in writing within sixty (60) days of the Effective Date and every six (6) months thereafter during the Term of their obligations under the Contract to exclusively market and promote Pacific's Services as defined herein. Such notification will be in the form of Exhibit D ("Owner Notification Letter") attached hereto and made a part thereof.

8. Other Terms and Conditions:

8.1. Assignment:

Owner shall assign all of its rights and obligations hereunder to any subsequent owner(s) of the Property, and shall cause any such successor(s) in interest to execute a written confirmation whereby they assume and agree to be bound by and perform all of Owner's obligations under the Contract for the remainder of its Term. When a sale or other transfer of the Property is imminent, Owner agrees to notify Pacific in writing, in accordance with Section entitled "Notices and Payments" at least thirty (30) days prior to the closing of the sale or transfer so that appropriate documentation to implement the intent of this Section can be prepared and executed by the Parties.

If Owner fails to assign or transfer its rights or obligations under the Contract to any subsequent owner(s) of the Property, or to notify Pacific in writing of the assignment of this Contract or conveyance of the Property, then Owner shall be in default hereunder, and the provisions of the Termination/Default Section shall apply. Upon such default, Pacific, will have the right to cease paying commissions hereunder, until an assignment of the Contract and written notice to Pacific occurs, without relieving Owner of its contractual obligations hereunder. In addition, Pacific may terminate the Contract with cause and collect the Refund from Owner, and it may pursue other legal remedies it deems appropriate. Any commissions paid to Owner for any period following the conveyance, without notice and assignment, shall be refunded to Pacific by Owner. Pacific shall have no obligation to pay commissions following a conveyance without notice and assignment.

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8.7. Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other Party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees) from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and court costs), incurred by the other in connection with any claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the negligence, gross negligence or intentional misconduct (including, without limitation, breach or nonperformance of this Contract) of the indemnifying Party.

In the event that a claim arises under this Indemnification Section, the indemnifying Party agrees to provide the indemnified Party with sufficient notice of any claim, to inform the indemnified Party of any subsequent written communication regarding the claim, and to fully cooperate with the indemnified Party in defense of the claim. The indemnifying Party, at its option, may assume control of the defense of the claim and of all negotiations for settlement or compromise.

8.8. Independent Contractor:

Individuals or contractors employed by each Party are not employees of the other, and the employing Party assumes full responsibility for compliance with all legal requirements related to the employment relationship.

8.9. InterLATA Services:

Owner and Resident(s), at their discretion, may choose an InterLATA service provider of their choice and Pacific will provide Owner and Residents with equal access to their carrier of choice for purposes of interLATA services.

8.10. Limitation of Liability and Limited Warranty:

Pacific shall not be liable to Owner or any third party for interruption of service from any cause. Pacific's liability, if any, to its customers will be governed exclusively in the case of regulated services by the applicable tariffs filed with the appropriate federal or state regulatory agency; or in the case of non-regulated services by the applicable contract with the customer. In no event will a Party be liable to the other for incidental, special, indirect, punitive, or consequential damages, whether sounding in tort, contract, or otherwise, including lost revenues, lost profits or other commercial or economic loss arising out of the performance of this Contract.

Pacific makes no warranties, either express or implied, other than those expressly contained in this Contract and any of its exhibits, to Owner or any third party with respect to the Services or equipment provided hereunder, including, without limitation, warranties of merchantability and fitness for particular purpose or warranties which arise from trade, custom, or usage, and warranties of non-infringement. The warranties set forth herein are in lieu of all other warranties, whether written or oral, statutory, express or implied.

8.11. Non-Exclusive Access:

Owner is not restricted by this Contract from allowing any competitive local exchange carrier ("CLEC") to have access to Owner's Residents. Residents may select a CLEC of their choice for their telecommunications services and Owner shall not, in any manner, inform its Residents that they are restricted to using only Pacific as their telecommunications provider.

8.12. Non-Waiver:

No course of dealing or failure by a Party to strictly enforce any term, right or condition hereunder will be construed as a waiver of such term, right or condition.

8.13. Notices and Payments:

Delivery of all notices, demands and invoices for payments required, other than for Performance Commission Payments, shall be sent by: (i) first-class mail, postage prepaid, return receipt requested; or (ii) via facsimile machine, with electronic verifiable confirmation of receipt; or (iii) hand delivery by a certified courier; or (iv) hand delivery by a duly authorized representative of the Party, to the following addresses:

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EXHIBIT D -- OWNER NOTIFICATION LETTER

(CUSTOMER'S LETTERHEAD)

(DATE)

TO: Area Managers
Property Managers
Leasing agents

Dear _____:

The purpose of this letter is to inform you that (Corporate Name) has entered into an "Exclusive" Marketing contract with Pacific Bell and their SmartMoves® organization. The agreement covers (Local Telephone services, High Speed Internet services(DSL), and Video services (via Pacific Bell Home Entertainment and Direct TV)) (choose those that apply), for all residents of our apartment communities.

Because there are financial considerations that affect our corporation, we have agreed in the contract, that our property leasing staff and managers will take certain actions with respect to residents. Therefore, please be advised that you are herein directed as follows -- with respect to residents:

1. Please state to new perspective residents that "WE" recommend SBC Pacific Bell Telephone Company exclusively or the services mentioned above.
2. Do not recommend or mention any other providers for the above services, even if you know that another provider may offer those services. However, do not in any manner, inform residents that they are restricted to using SBC Pacific Bell Telephone Company as their telecommunications provider.
3. Pacific Bell SmartMoves® personnel will contact you at the property, to arrange to have a brief information session for you by their SmartMoves® Property Relations Manager, and to provide you with appropriate literature for your leasing office. This literature will generally consist of "Welcome Kits"; and you should give one of these kits to each new resident who rents an apartment. There may also be a small display sign to be displayed in the office.

In addition, it will be your responsibility to monitor the supply of these welcome kits, and to call the SmartMoves® Property Relations Manager when additional quantities are needed. They will be provided free of charge.

4. As you experience staff turnover during any given year, please ensure that the new staff is aware of this program, are properly trained on their responsibilities under the program, and that they are providing the promotion and welcome kits to the residents.

RESTRICTED PROPRIETARY INFORMATION

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We, at corporate, are excited about this marketing agreement with SmartMoves®, and view this relationship as a partnership for Pacific Bell and (Corporate Name). Your support will ensure that the maximum benefit for both companies will be obtained.

Thank you, and if you should have any questions, please contact (Name) at (telephone number).

Signed By.....Corporate VP of Above.

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Exhibit J

PACIFIC BELL SMART MOVES[®] CONTRACT FOR MARKETING OF VIDEO SERVICES

This contract (the "Contract") is made and entered into as of the date signed between Fairfield Brickyard Place, L.L.C. ("Owner"), registered/incorporated in the state of California with its principal place of business at 5510 Morehouse Drive, Suite 200, San Diego, CA 92121 d.b.a. Brickyard Place and Southwestern Bell Video Services, Inc. d.b.a. Pacific Bell Home Entertainment ("PBHE"), a Delaware corporation with its principal place of business at 2600 North Central Expressway, Richardson, Texas 75080. Landlord and PBHE are collectively referred to as "the Parties."

PBHE provides video services ("Services") consisting of multi-channel video television services, with audio entertainment services, and an interactive program guide; and channel prices and promotions offered for special promotions of limited duration ("Services"), to the public. Owner desires to market and sell Services to residents ("Residents") of its Property, identified in Exhibit A ("the Property"), and take part in Pacific Bell's SmartMoves[®] program. Therefore, the Parties agree as follows:

1. AGENCY APPOINTMENT

- 1.1 PBHE appoints Owner as its agent to market and sell Services to Residents. Owner agrees to act exclusively on PBHE's behalf. PBHE will train Owner's selected staff to provide sales and marketing services prior to the Service Date(s) on Exhibit A of this Contract and as needed to keep staff current. PBHE may undertake reasonable re-marketing efforts with respect to Residents who do not order Services or Residents who order less than all of the available Services. Prior to any on Property solicitations, PBHE will coordinate with the Property manager or the Owner, and all solicitation will be conducted in a first class and professional manner.
- 1.2 During the term of this Contract, Owner agrees not to market, sell, act as an agent for, provide, facilitate, or grant the provision of any service competitive with Services PBHE offers at the Property. Except as required by Law, Owner will not facilitate the provision of any service or grant any other video service provider the right to provide such competitive services to Residents, so long as this Contract remains in effect and PBHE is not in default hereunder.

2. TERM OF CONTRACT

- 2.1 This Contract, as it applies to each Property, is effective from the Property's actual service date, which is based on the completion of the first resident building ("Service Date") at the Property, to a date ten (10) years from the actual Service Date (the "Expiration Date"). The Contract shall be automatically renewed for an additional five (5) years, unless one Party notifies the other in writing six (6) months prior to the original Expiration Date of the notifying Party's intention to not renew.
- 2.2 Owner desires PBHE to install a Video System(s), as defined below, at no charge to Owner and transfer ownership of portions of the system to Owner when this Contract expires or terminates. PBHE agrees to assume this expense based on the Contract's term and its right to compensation for its System under the Contract. PBHE believes, and Owner agrees, that the Contract's term is reasonable and reflects the time PBHE needs to recover its investment. If this Contract is terminated prior to its expiration, Owner will be responsible for the capital investment refund and any other applicable fees as provided hereunder.
- 2.3 Should Owner choose to terminate this Contract prior to the completion of the construction of the System, Owner will reimburse PBHE for all material, labor, and installation costs associated with the construction of the System within thirty (30) days after termination. Thereafter, Owner will receive ownership of the Cable.
- 2.4 In addition to Section 2.1, 2.2, and 2.3 above, Owner shall not disseminate false or misleading information to Residents about PBHE Services; accept fees, commissions, or any valuable consideration in connection with this Contract, except from PBHE as provided herein; nor disclose

PBHE customer information, or accept payment for the disclosure or use of PBHE customer information.

3. PBHE SERVICES

3.1 Video System Facilities and Equipment

- a. Initial installation of the Video System(s) and System Equipment ("System") shall be completed within ninety (90) days from the latest of: a.) the executed date of the Memorandum of Intent, b.) the execution date of this Contract, or c.) the date agreed upon by the Parties. The term System shall mean all facilities, parts, and equipment required for the operations of the multi-channel cable communications television system (i.e., all building wiring, all conduit, all cables, coaxial and fiber connectors, jacks, satellite dish, off-air antenna, and head-end). PBHE will engineer, furnish, install, own, and shall be responsible for the System for the term of the Contract. Installation may be completed based on the mutually agreed upon planning of the Owner and PBHE prior to the execution of this Contract. Planning shall include the identity of all contractors and/or subcontractors to be used by PBHE.
- b. PBHE will perform all work, including any future installations or upgrades, in a good and workmanlike manner, and in conformance with applicable governmental regulations, standards, and requirements. Services for the System will be provided through the System via satellite dish and off-air antenna. Plans and specifications of the System will be in accordance with all applicable Laws.
- c. Promptly after completion of installation of the System, PBHE shall deliver to Owner an as-built drawing showing the location of all underground portions of the System. PBHE shall update the as-built drawing for the System as needed to reflect changes to the System made by PBHE.

3.2 Installation and Maintenance of the System

REDACTED

3.3 PBHE Services For Landlord and Residents

- a. PBHE' initial channel line-up and rates for the Property shall be as set forth in Exhibit C. Overall, the Services, prices, and service quality will be comparable to or better than those offered by other video service providers in the area using similar systems and technology. PBHE may establish and change the Services, prices, terms, and conditions. When possible, PBHE will provide Owner and Residents thirty (30) days written notice of such changes.
- b. PBHE will provide full complimentary DIRECTV Total Choice Service on one (1) converter box in two (2) residential dwelling units on the Property. The location of these complimentary services will be at the owner's discretion. Initial installation will be provided at no charge. PBHE may change or discontinue this offering at its sole discretion upon thirty (30) days written notice to those receiving the complimentary service.
- c. DIRECTV Complimentary Total Choice Premier will be provided on one (1) converter box for the leasing office at each Property in Exhibit A for the term of this Contract. Complimentary Basic Tier Service (local programming) will be provided to Owner at other common areas on the Property.

REDACTED

Exhibit K

**MULTIPLE DWELLING UNIT
MARKETING AGREEMENT**

This MULTIPLE DWELLING UNIT (MDU) MARKETING AGREEMENT ("Agreement") is entered into by and between BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation with its principal place of business at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and certain affiliated BellSouth Companies whose services BST is authorized to sell ("BST") and [INSERT COMPANY], a [INSERT STATE] corporation with its principal place of business at [INSERT ADDRESS] ("PROPERTY OWNER").

WHEREAS, BST is engaged in the business of marketing and providing services; and,

WHEREAS, PROPERTY OWNER is engaged in the business of marketing and sales/leasing of residential dwellings; and,

WHEREAS, BST intends to offer certain services via certain authorized sales representatives; and

WHEREAS, BST desires to retain the services of PROPERTY OWNER to market and sell services for BST; and

WHEREAS, PROPERTY OWNER desires to become a marketing and sales representative of BST to sell services as indicated hereafter; and

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby mutually agree as follows:

I. APPOINTMENT OF PROPERTY OWNER AS SALES REPRESENTATIVE

- A. BST hereby appoints PROPERTY OWNER as an authorized sales representative at the locations designated in Appendix A of this Agreement to promote the sale of and to solicit orders for the services enumerated in Appendix B and such other services as may be subsequently added to this Agreement ("Service").
- B. PROPERTY OWNER hereby accepts such appointment and agrees to exert reasonable efforts to market and sell the Services described or referenced in this Agreement. This Agreement contemplates PROPERTY OWNER's conduct of sales activity, directly and/or indirectly, in the form of sales, or other activities as reasonably requested or proposed from time to time by BST.
- C. It is agreed between the parties that BST also may market, promote, and obtain orders for Service at the locations designated in Appendix A through BST's own sales force, its affiliates and/or subsidiaries or through other contracted sales representatives.
- D. BST and PROPERTY OWNER agree that the relationship between them arising from this Agreement is that of independent contractors. Except for the rights retained by or granted to, and the obligations undertaken by, each party pursuant to this Agreement, neither has any right or any authority to enter into any contract or undertaking in the name of or for the account of the other or to assume or create any obligation of any kind, expressed or implied, on behalf of the other, nor shall the acts or omissions of either create any liability for the other. Each party shall conduct its business at its own initiative, responsibility, and expense. Unless otherwise provided expressly herein, all persons assigned by PROPERTY OWNER to perform under this Agreement shall be considered solely PROPERTY OWNER's employees. PROPERTY OWNER is solely responsible for all compensation paid directly to its employees. BST will pay all compensation under this Agreement directly to PROPERTY OWNER. Both parties shall at all times retain responsibility for compliance with all terms, conditions and their respective obligations under this Agreement. Subcontracting by either party, in any form, of any of their respective obligations hereunder, in whole or in part, without the other party's authorization, is expressly prohibited and constitutes breach of this Agreement and shall be grounds for termination of this Agreement with Cause by the non-terminating party. For purposes of this section, the term

subcontracting means delegating the work required or permitted under this Agreement to any person or third party not employed by the parties.

Notwithstanding the above, PROPERTY OWNER may delegate to a property management company some or all of the duties and obligations placed on PROPERTY OWNER, subject to PROPERTY OWNER's continued responsibility for all of its obligations set forth herein. Written documentation of such delegation of authority shall be provided by PROPERTY OWNER to BST in the event of such delegation.

II. TERM

The term of this Agreement shall commence when fully executed by both parties ("Execution Date") and shall continue thereafter for a term of _____ () years, or until terminated as provided for under this Agreement. This Agreement may be renewed at the end of the original term for a term which shall be mutually agreed upon in writing by both parties.

III. PROPERTY OWNER'S RESPONSIBILITIES

- A. PROPERTY OWNER agrees to the terms, conditions and obligations set forth herein and in Appendices A and B, as they relate to PROPERTY OWNER'S activities under this Agreement.
- B. Nothing in this Agreement shall be construed to preclude any resident at the locations subject to this Agreement from unilaterally electing to take similar products and services as are offered and sold by PROPERTY OWNER on behalf of BST from another provider of similar products and services. This Agreement shall not constitute an exclusive facilities agreement.
- C. PROPERTY OWNER shall comply with any applicable provisions of BST tariffs and such reasonable sales, service, engineering, performance and operations standards as BST may, from time to time promulgate and communicate to PROPERTY OWNER. In the event of any continued failure, after notice and a reasonable opportunity to cure, of PROPERTY OWNER to comply with any of the above-related provisions, BST may Terminate this Agreement with Cause.

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- D. PROPERTY OWNER agrees to the performance objectives set forth in Appendix B. PROPERTY OWNER agrees to exert its best efforts to meet these performance objectives. Continued failure, after notice and a reasonable opportunity to cure, to attain the agreed upon performance objectives shall be deemed a material breach of this Agreement, and shall be grounds for termination of this Agreement by BST with Cause.

IV. BST'S RESPONSIBILITIES

- A. BST agrees to the terms, conditions, and obligations set forth herein and in Appendices A and B, as they relate to support of PROPERTY OWNER's sales efforts under this Agreement.
- B. BST will make subsequent program enhancements available to PROPERTY OWNER so long as all applicable terms, conditions and other requirements for receipt of such enhancements are met and expressly agreed upon by PROPERTY OWNER.

V. PRICES, TERMS OF SALE, COMMISSIONS

A. Prices

BST shall offer services to customers at the prices set forth in the applicable BST tariffs, BST or affiliate price lists and/or in special promotional packages provided by PROPERTY OWNER in any given case.

B. Orders and Acceptance

1. **ORDER PROCESS.** All orders taken and entered by PROPERTY OWNER from customers shall be in conformance with the manner and terms specified by BST in training and written operating standards and guidelines. All orders shall be placed in the manner directed and through BST's designated order channel and shall be subject to availability, approval, and acceptance by BST. Only orders coordinated through BST's designated order channel and activated by BST will be eligible for payment of compensation. For purposes of this section, the term "activated" means that the service is installed and working for the customer.
2. Subject to applicable law, BST reserves the right at its sole discretion to deny credit or service to any customer, to require deposits, or to modify its credit terms as it deems appropriate, or in accordance with the rules and regulations approved by the Public Service Commission of the state in which this Agreement is to be performed. No compensation will be paid for rejected or non-activated orders.
3. Unless otherwise provided herein, once an order for Service has been submitted to BST by PROPERTY OWNER, all post sales activities such as installation, billing, repair and ongoing account maintenance shall be the responsibility of BST.

C. Commissions

1. BST shall pay PROPERTY OWNER compensation at the rates and in accordance with the terms and conditions contained in Appendix B ("Quarterly Commissions") and any applicable sales and marketing program guidelines and materials. No commissions will be paid to PROPERTY OWNER for sales not made directly by the PROPERTY OWNER or its approved agents. BST reserves the right to

recapture any or all of the commissions paid for sales of Service to a customer who disconnects such service ninety (90) days or less from initiation of Service, unless designated otherwise in Appendix B. BST reserves the right to subtract any money owed to BST from the Quarterly Commissions owed to PROPERTY OWNER.

2. Sales commissions may not be earned by PROPERTY OWNER for sales of Service to PROPERTY OWNER for its or its employees' own use or for sales of Service to PROPERTY OWNER's affiliates for their employees' own use, unless the employee resides on a property listed in Appendix A.

VI. QUALITY OF SERVICE

PROPERTY OWNER agrees that at all times it will maintain a level of quality of service in marketing and selling Service to BST's customers that is satisfactory to BST, in accordance with reasonable standards promulgated by BST and then in effect, and will take and permit to be taken by BST all actions reasonably requested in order to ensure adequate opportunity for review of PROPERTY OWNER's performance by BST, including, but not limited to, periodic review and analysis by BST of the marketing and sales activities conducted by PROPERTY OWNER. BST may terminate this Agreement with Cause if PROPERTY OWNER continuously fails to maintain a level of quality satisfactory to BST.

VII. ADVERTISING AND PROMOTION

At its sole cost and expense, BST shall supply PROPERTY OWNER from time to time with appropriate supplies of brochures, price lists, and other promotional material that BST may deem necessary to promote the sale of Service. PROPERTY OWNER shall use such information only for purposes consistent with this Agreement. Any unused portion of such material that becomes obsolete, outdated, or otherwise inapplicable, and any portion that may remain unused upon the termination of this Agreement, shall be promptly returned to BST or certified as destroyed. BST may, in its sole discretion, enter into advertising and promotional campaigns with PROPERTY OWNER under terms and conditions agreed to by the parties. Under no circumstances is BST obligated or required to advertise, market or promote for or on behalf of PROPERTY OWNER.

VIII. BST'S MARKS

A. Use of Marks

BST will, upon request, provide a list of Names, Logos and Marks (collectively, the "Marks") which PROPERTY OWNER is authorized to use under this Agreement in conjunction with the sale of BST's Services. BST may periodically update the list of Marks PROPERTY OWNER is authorized to use under this Agreement. The most current such list will always supersede any previously issued list. Such list will also be supplemented with rules and regulations pertaining to the Marks which PROPERTY OWNER agrees to follow. BST authorizes PROPERTY OWNER to use the Marks solely in conjunction with the advertising and sale of BST's Services bearing the Marks pursuant to the terms hereof. PROPERTY OWNER shall strictly comply with all graphic standards for the Marks which may be furnished from time to time and shall place appropriate trademark and service mark notices relating to the Marks as instructed. All media advertising and printed material in which the Marks are used shall be submitted to BST for review in advance and shall not be distributed or used in any manner without the prior written approval of BST. Any use of the Marks that is not authorized herein or by an authorized

PROPRIETARY AND CONFIDENTIAL

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- The options below represent the products that will be sold in accordance with Appendix B.II(A), Exclusive Marketing Agreement. PROPERTY OWNER will provide BST written notice, within thirty (30) days, of all property name changes.
- A. Local, long distance
 - B. Local, long distance, cellular
 - C. Local, long distance, cellular, internet
 - D. Local, long distance, cellular, internet, video
 - E. Local, long distance, cellular, video
 - F. Local, long distance, internet
 - G. Local, long distance, internet, video
 - H. Local, long distance, video

The Authorized Marketing Area(s) may be revised to add or delete properties upon the mutual written agreement of the parties. Such written agreement will be in the form of an amendment to this Appendix A.II. PROPERTY OWNER will give BST written notice thirty (30) days prior to the sale of any property listed in the Authorized Marketing Areas.

Name of Property	Address of Property	Number of Units	Exclusive Products Option
1. INSERT			
2.			

PROPERTY OWNER shall conduct its permitted marketing and sales activities under this Agreement to residents or prospective residents at the following residential multiple dwelling unit locations and such locations shall be within BST's authorized servicing area in the nine (9) state region referenced in I.B. above:

II. AUTHORIZED MARKETING AREAS

- A. PROPERTY OWNER shall conduct the marketing and sales activities outlined in this Agreement in the specific Authorized Marketing Area(s) as indicated below.
- B. Areas in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee where BST does not provide exchange services are not included in PROPERTY OWNER's Authorized Marketing Area and PROPERTY OWNER is not authorized to sell, or to attempt to sell, any Services in those areas, unless otherwise authorized by BST. In the event a property, where BST does not provide exchange services, is inadvertently included in the Authorized Marketing Area, both parties agree to execute an amendment immediately deleting said property. PROPERTY OWNER will return to BST any Initial Advance Commission that may have been paid for said property.
- C. PROPERTY OWNER will supply BST with the mailing address of each apartment unit referenced below on the Execution Date for the purpose of tracking performance as referenced in Appendix B.III.
- D. BST reserves the right to accept or reject any proposed additions or amendments to Section II below.

I. TERMS AND CONDITIONS

Authorized Marketing Areas

APPENDIX B

I. SCOPE OF ACTIVITY

PROPERTY OWNER and BST agree that the following terms, conditions and obligations will apply to their respective marketing, sales and support activities subject to this Agreement. The obligations set forth below apply to the respective parties hereto and PROPERTY OWNER shall ensure that all of its duties and obligations are adhered to even if such activities are to be performed by a third party on behalf of the PROPERTY OWNER.

II. PROPERTY OWNER'S TERMS, CONDITIONS AND OBLIGATIONS

A. Exclusive Marketing Agreement

During the term of this Agreement, or any extension thereof, PROPERTY OWNER agrees to market and sell BST's or its affiliates' local landline services (including vertical services), extended local calling area services, landline toll services (including BST interLATA toll services, when such service becomes available), mobile services, internet access services, and where available, video/cable services ("Service"), on an exclusive basis. This requirement means that PROPERTY OWNER will not market or sell any services that compete with the BST services, or market or sell any non-BST long distance service (even prior to the time that BST's interLATA toll services become available) for as long as this Agreement remains in force. BST may terminate this Agreement with Cause should this requirement not be met. In addition, PROPERTY OWNER agrees to comply with the Post-Termination Obligations contained in Section II. H. below.

BST's agreement to pay the commissions and other compensation set out in Section IV.B. below and to provide sales aids and support to PROPERTY OWNER and to provide training to PROPERTY OWNER's employees as set out in Section III.B. of this Appendix are expressly conditioned on PROPERTY OWNER's agreement to the provisions contained in the preceding paragraph. BST believes that only through selling the BST Service on an exclusive basis can PROPERTY OWNER devote its best efforts to and maximize its effectiveness in selling the BST Service. In addition, BST wants to ensure that the training and other selling assistance it provides with respect to the BST Service are used by PROPERTY OWNER to sell the BST Service and not any competing products or services.

B. Training

PROPERTY OWNER agrees to have all of its on-site leasing and sales personnel that will be engaged in selling BST Service attend and complete the appropriate introductory training within forty-five (45) days of i) BST's execution of this Agreement or ii) all newly hired personnel's start date (PROPERTY OWNER will inform BST of all newly hired on-site leasing and sales personnel). If this provision is not met due to factors within the control of PROPERTY OWNER, BST may terminate this Agreement with Cause. PROPERTY OWNER also agrees its personnel will attend any subsequent training relating to specific products and/or services or specified promotional offerings.

C. Sales and Marketing

PROPERTY OWNER will undertake all diligent and reasonable efforts to market and sell Service, in accordance with this Agreement, to every new resident of the properties identified in Appendix A or to new residents of any properties subsequently added to Appendix A. PROPERTY OWNER will also distribute BST provided "move-in" packages to residents who purchase BST Services from PROPERTY OWNER. In addition, PROPERTY OWNER will verbally promote the relationship between PROPERTY OWNER and BST and present BST sales and promotional material to potential residents in conjunction with the distribution of PROPERTY OWNER'S promotional and other materials. PROPERTY OWNER will, to the extent practicable, also proactively market BST Services to customers terminating their lease and to undertake all diligent and reasonable efforts to market and sell the departing resident Service for the resident's new address.

D. Orders

PROPERTY OWNER will solicit and submit orders for Service in the manner directed, and using the procedures outlined by BST in written operating standards and guidelines developed by BST and furnished to PROPERTY OWNER. At least ninety percent (90%) of the orders received by BST from PROPERTY OWNER in any month of the Term shall be complete and accurate. BST may terminate this Agreement with Cause should PROPERTY OWNER not meet this condition. PROPERTY OWNER warrants and represents to BST that any and all orders submitted by it to BST for Service, or other information received by it on behalf of a customer, shall be at the direction of and at the request of the present or prospective customer. Any service orders placed or customer information delivered by PROPERTY OWNER without authorization of the customer shall be a violation of this Agreement, and BST may terminate this Agreement with Cause in the event of such a breach. BST may immediately disconnect any service not authorized by the customer, and BST shall be entitled to recapture any commissions paid to PROPERTY OWNER for any improperly ordered Service, and to the recovery of any and all costs, charges and administrative expenses incurred by BST in adjusting the customer's account.

E. Performance Objectives

PROPERTY OWNER agrees to a performance objective of selling and obtaining "New Service" orders for at least sixty percent (60%) of the orders received by BST at the properties subject to this Agreement. For purposes of this section, "New Service" shall mean the initiation of Basic Local Service or Complete Choice as referenced in section IV.B of this Appendix. Additional lines to existing BST customers living on the property will not count toward satisfying this performance objective. Continued failure to attain this performance objective, after notice and a reasonable opportunity to cure such performance deficiencies, shall be considered a material breach and shall be grounds for BST to terminate this Agreement with Cause.

PROPRIETARY AND CONFIDENTIAL

BST may from time to time develop special bonus offers for PROPERTY OWNER and will provide PROPERTY OWNER with the specific terms and conditions relating to such bonus offers. BST may have one or more bonus offers active at any time during this Agreement, and may introduce and discontinue such bonus offers at its sole discretion.

G. Special Promotional Offers

BST may from time to time develop special promotional offers and make such offers available to PROPERTY OWNER to market and sell to residents. If PROPERTY OWNER agrees to participate in such special promotional offers, BST will provide PROPERTY OWNER with a complete marketing plan of action, including compensation applicable thereto, relating to such promotional offers. BST will notify PROPERTY OWNER as soon as practicable about the details of the promotional program including, but not limited to the duration of the promotion, details of the products and services to be offered, prices and other related details pertaining to the promotion. BST may have one or more promotional offers active at the same time during this Agreement.

H. Program Enhancements

BST will make subsequent program enhancements available to PROPERTY OWNER so long as all applicable terms, conditions and other requirements for receipt of such enhancements are met and expressly agreed upon by PROPERTY OWNER.

IV. COMPENSATION

BST will compensate PROPERTY OWNER for its successful marketing and sales efforts at the rates, and pursuant to the terms and conditions set forth below, and if applicable pursuant to any special promotional sales program guidelines and materials. BST reserves the right to recapture any or all of the commissions paid for sales of Service to a customer who disconnects such Service ninety (90) days or less from initiation of Service, unless designated otherwise below.

REDACTED

Exhibit L

QWEST BROADBAND SERVICES & MARKETING AGREEMENT

This Qwest Broadband Services & Marketing Agreements ("Agreement") between QWEST Broadband Services, Inc., a Delaware corporation ("BSI") and [REDACTED] ("Property Owner") [REDACTED] is effective on the latest date signed by both parties ("Effective Date"). This Agreement includes all attached and referenced exhibits. See Exhibit A for additional definitions.

1. BSI OBLIGATIONS

- 1.1 Installation of Broadband Equipment. BSI will install or augment all Broadband Equipment at the Property necessary for Residents to receive the Broadband Services.
- 1.2 Billing. BSI or its designated third party vendor(s) will directly invoice those individual Residents who receive Broadband Services.
- 1.3 Repairs Incident to Removal. BSI will repair any damage to the Property caused by BSI's installation, removal or replacement of any Broadband Equipment.
- 1.4 Control of Operations. BSI will have sole control over the Broadband Equipment, the Broadband Services, and all related operations. BSI may add to, delete, or change the Broadband Services in its sole discretion. Unless otherwise stated in this Agreement, BSI will pay all costs to maintain the Broadband Equipment.
- 1.5 System Outages/Repairs. BSI will make commercially reasonable efforts to repair (i) any system outage; and (ii) any individual subscriber problems by appointment during normal business hours.
- 1.6 Compensation. As long as Property Owner complies with its obligations in this Agreement, BSI will pay Property Owner compensation in accordance with Exhibit C.

2. PROPERTY OWNER OBLIGATIONS

- 2.1 Utilities, Space and Wiring. Property Owner will make available, at no charge, adequate electricity and space for the Broadband Equipment installation, maintenance and operation. If required by BSI, Owner will provide, at no charge, a control room(s) on the Property in a mutually agreeable location(s). Property Owner also grants to BSI, at no charge, a non-exclusive license for unrestricted use of, and access to, the Property Owner Wiring. Property Owner will maintain the Property Owner Wiring in good working condition at its sole expense.
- 2.2 Easements. Property Owner will contemporaneously execute in favor of BSI an easement, a copy of which is attached to this Agreement as Exhibit F. This Agreement will be of no force and effect unless and until BSI and Property Owner execute the easement.
- 2.3 Interference. Property Owner will not install or permit the installation of any equipment including but not limited to, antennas, transducers, amplifiers, transmitters, microwave equipment, or any other equipment that could impede or interfere with BSI's ability to provide Broadband Services to the Property or otherwise fulfill its obligations in this Agreement.
- 2.4 Exclusive Endorsement. Property Owner will exclusively endorse, market and promote BSI as the preferred provider for broadband or other services that compete with the Broadband Services, to all current and potential Residents. This includes, but is not limited to: (a) supplying BSI-provided order forms and promotional materials ("BSI Supplied Materials") in the Property leasing/sales office and information packets; (b) posting BSI signage in a prominent location on the Property; (c) allowing information kiosks and live demonstrations at mutually agreeable locations; (d) verbally endorsing the Broadband Services to all Residents; and (e) allowing BSI reasonable access to the Property for marketing purposes. Property Owner will not endorse or enter into another endorsement, marketing, financial or promotional agreement or otherwise engage in or allow any preferential marketing activity for the Property with another provider of cable television, satellite or other broadband services that are the same, similar to, or competitive with, the Broadband Services. "Preferential marketing activity" will include, but is not limited to, permitting third-party providers to provide complimentary services at any time in any Unit prior to a Resident ordering initial services. BSI will deliver all BSI Supplied Materials to Property Owner at the following address: [REDACTED]
- 2.4.1 Use of Qwest Supplied Materials. Property Owner will only use BSI Supplied Materials to promote the Broadband Services and will not develop or use any other product literature or modify the BSI Supplied Materials. Property Owner will not knowingly engage in any activity that may be detrimental to Qwest's interest, reputation, or goodwill. This Agreement does not create an assignment or grant of a license or other right, title or interest, regarding any copyrighted material, logo, trademark, trade name, or any other intellectual property owned by Qwest. Property Owner will not issue any press release or make any other public announcement regarding this Agreement or any relation between Property Owner and BSI without BSI written consent.
- 2.5 Training. At BSI's request, Property Owner and its managers and sales staff will attend a process orientation session conducted by BSI or its agents at a mutually agreeable time and location. BSI may train Property Owner's sales staff on matters related to the Broadband Services and the relevant terms of this Agreement (including orientation updates as necessary).
- 2.6 Referral of New Residents. With respect to condominiums, town homes or other "for sale" Units, Property Owner will provide BSI with specific street addresses for each Unit. Property Owner will provide a quarterly list of Unit closings and projected closing and other relevant dates to BSI prior to each calendar quarter. For all Units, whether or not offered for sale or rental, Property Owner will refer all residents to a BSI representative prior to occupancy of any Units and on an on-going basis as appropriate. If Property Owner

elects to convert the Units from rental to "for sale", Property Owner will provide Qwest with written notice 90 days prior to such conversion.

3. **TERM AND TERMINATION.** This Agreement begins on the Effective Date and expires ten (10) years from the date BSI first begins providing Broadband Services on the Property (the "Term"). Either party may terminate this Agreement (and seek any available legal or equitable remedies) for breach of this Agreement by the other party that is not cured within 30 days from written notice from the non-breaching party.

REDACTED

If BSI decides that (a) continuing the Broadband Services on the Property is economically impracticable; (b) changes in applicable law make it impracticable or impossible for BSI to continue to maintain or operate the Broadband Equipment; or (c) technological advances render the current Broadband Equipment obsolete, BSI may terminate this Agreement without liability on 30 days written notice.

4. **OWNERSHIP OF BROADBAND EQUIPMENT.** All Broadband Equipment is the personal property of BSI, and will not be considered fixtures of the Property. Property Owner has no rights to or in the Broadband Equipment. Property Owner and Property Owner's employees, agents and contractors will not use, tamper or otherwise interfere with the Broadband Equipment and will be fully responsible for any damage they cause to the Broadband Equipment. The termination or expiration of this Agreement will not affect BSI's rights to continue providing the Broadband Services to the Residents nor will it impact or cancel any easements, licenses or rights of entry previously granted to BSI by Property Owner. At the cancellation, termination or expiration of this Agreement BSI may, at its option, either remove or leave in place any or all Broadband Equipment on the Property at no penalty or cost to BSI. Under no circumstances will BSI be considered to have abandoned or waived any rights to the Broadband Equipment.

5. **DIRECT BROADCAST SATELLITE.** If BSI partners with a Direct Broadcast Satellite provider ("DBS Provider") to deliver video programming to the Property, BSI's obligation to deliver video programming to the Property will be contingent on BSI and the DBS Provider maintaining a contractual relationship. If video programming is delivered to the Property by a DBS Provider: (a) the DBS Provider will be solely responsible for all programming content and the equipment necessary to provide video programming; and (b) individual Residents will be responsible for entering into subscriber agreements directly with the DBS Provider. If the contract between BSI and a DBS Provider for video programming to the Property ever terminates or expires, BSI will not be obligated to secure an alternate provider of video programming under this Agreement.

6. **REPRESENTATIONS AND WARRANTIES.**

6.1 Each party represents and warrants that: (a) this Agreement has been duly authorized; (b) constitutes the legal, valid and binding obligation of the parties; and (c) the execution of this Agreement and performance of the obligations will not conflict with, or cause a breach or default under any document to which either party is bound.

6.2 Property Owner represents, and warrants that: (a) the Property and any past, current or future activities conducted on the Property materially comply with all Environmental Laws; (b) there is no past, current or threatened litigation or claims of any kind based on Environmental Laws regarding the Property; (c) it has a valid fee title to the Property and authority and legal right to perform this Agreement; (d) the Property is private land and contains no public easements, (e) it paid for and privately owns the Video Cable, (f) no liens or other encumbrances exist that would affect Qwest's ability to fully utilize the Video Cable as contemplated herein, (g) Qwest will receive exclusive use and access to the Video Cable, and (h) no other provider of Video Services will be allowed use or have access to the Video Cable during the Term of this Agreement except as mandated by law. It is expressly understood and agreed that Tenants of the Property are not precluded from subscribing to direct-to-home satellite multi-channel video programming services.

6.3 **Signatories.** The person signing this Agreement on behalf of Property Owner represents that he or she is authorized to bind Property Owner to this Agreement. The person signing this Agreement on behalf of BSI represents that he or she is authorized to bind BSI to this Agreement.

7. **DISPUTE RESOLUTION, CHOICE OF LAW, AND VENUE** The parties will attempt in good faith to resolve through negotiation any dispute related to this Agreement. Either party may initiate negotiations by providing written notice to the other party setting forth the dispute or the relief requested. If the parties are unable to resolve the dispute within a reasonable period of time, either party may commence a civil action in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action. BSI may, however, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement. Each party, to the extent permitted by law, waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

8. **INSURANCE**

EXHIBIT A
DEFINITIONS

- 1.1 Broadband Equipment. Those broadband components that deliver the Broadband Services, but does not include Property Owner Wiring.
- 1.2 Broadband Services. All current and future broadband services provided by BSI or its third party vendor.
- 1.3 Environmental Law. All present and future requirements of any governmental authority relating to land use, public health, safety, welfare or the environment.
- 1.4 Hazardous Materials. Any material, chemical, compound, mixture, hazardous substance, waster or material, pollutant or contaminant designated, defined, listed, classified, or regulated under any Environmental Law or even if not regulated, could pose a hazard to the health and safety of the occupants of the Property or property adjacent to the Property.
- 1.5 Property Owner Wiring. The inside wiring will be constructed and configured by Property Owner in accordance with Exhibit D. Property Owner is solely responsible for the installation, maintenance, repair, upgrade, replacement, and expenses of the Property Owner Wiring.
- 1.6 Property. The property legally described in the attached Exhibit B, including all Units planned or added subsequent to Initial construction.
- 1.7 Residents. The owners or occupants of any Unit.
- 1.8 Units. All multi-tenant residential dwellings, including apartments, condominiums and town homes but excludes all commercial buildings or structures.
- 1.9 Video Cable. All wire, cable, splices, connectors, amplifiers and similar hardware and equipment over which the Video Services are transmitted to subscribers on the Property.
- 1.10 Video Service. The transmission to subscribers on the Property of video programming or other programming services over the Video Cable.

**EXHIBIT C
COMPENSATION**

1. BSI will pay the Compensation set forth below to the Property Owner for the exclusive marketing performed under this Agreement. The Compensation will be based on:

(a) the up front payment of [REDACTED] per Unit at the Property; and

2.

and

3.

REDACTED

UNAVAILABLE

Exhibit M

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TO HELP
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- 100% Satisfaction Guarantee – Qwest wants your 100% satisfaction. And to prove it, we guarantee it for 30 days. That's how confident we are that you'll be thoroughly happy with our service.
- Choose from two affordable super-fast broadband options.
- Includes **msn** Premium with firewall and virus protection, pop-up guard and more.

Qwest Choice™ DSL Deluxe with MSN® Premium

Speeds up to 1.5Mbps download and 896Kbps upload

- Send and receive large files
- Download music and multi-task
- Watch streaming news clips

\$26⁹⁹ mo.

Free activation
Free self-installation
\$69.99 professional installation
(Save \$30 over regular cost)

Qwest Choice™ DSL Premier with MSN® Premium

Speeds up to 7Mbps download and 896Kbps upload

- Quickly download music and movies
- Play online games with high-end graphics
- Watch streaming video with less lag time

\$36⁹⁹ mo.

Free activation
Free self-installation
\$89.99 professional installation
(Save \$30 over regular cost)

*When bundled with a qualifying home phone package; \$31.99 without a bundle. Price for Life guarantee available to residential Qwest Choice DSL Deluxe subscribers agreeing to a two-year term commitment. Restrictions apply. See below. Offer ends 5/19/07.

If you do not have Qwest local phone service, standalone Qwest Choice DSL Deluxe with MSN Premium is available for \$36.99 a month for life with a two-year commitment. FREE activation.

*When bundled with a qualifying home phone package; \$41.99 without a bundle. Price for Life guarantee available to residential Qwest Choice DSL Premier subscribers agreeing to a two-year term commitment. Restrictions apply. See below. Offer ends 5/19/07.

If you do not have Qwest local phone service, standalone Qwest Choice DSL Premier with MSN Premium is available for \$46.99 a month for life with a two-year commitment. FREE activation.

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Qwest Choice™ DSL: With approved credit. Service not available in all areas. Speed tiers vary by location and actual speeds will fluctuate due to many factors. Prices exclude taxes, surcharges, and other fees. Limit of one bundle discount for DSL services per account. Discounts may apply after first full month of billing. Price for Life offer available to Qwest® residential customers. Altering, suspending or disconnecting service will cancel price guarantee and may result in an early termination charge. Requires compatible modem. Subject to additional restrictions and subscriber agreement. MSN Premium also requires acceptance of MSN's terms and conditions. Contact Qwest for complete details.

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DIRECTV SERVICE AVAILABLE FROM QWEST



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GET HBO® GET CINEMAX® And Get Three Months FREE!

THE DIRECTV PLUS® PACKAGE

- Over 185 channels, including locals*
- DVR service included
- For a limited time get three free months of HBO and Cinemax

HBO AND **CINEMAX**
7 Channels 3 Channels

\$49.99 a month (plus tax)
FOR 12 MONTHS

SAVE
MORE THAN
\$190

Price reflected includes a \$10 bill credit per month for 12 consecutive months after mail-in redemption.**

Get America's #1 Satellite TV Service.

- No equipment to buy. No start-up costs.
- FREE standard installation of four-room system.
- FREE DVR or HD receiver upgrade after \$100 mail-in rebate. Programming, DVR and HD Access fee commitments required.

Offers end 5/1/07 and are based on approved credit. New customers only (lease required). Lease fee \$4.99 a month for second and each additional receiver.

*Eligibility based on service address.



\$49.99
a month
(plus tax)
FOR 12 MONTHS

\$190
OFF

THE DIRECTV PLUS PACKAGE

See full offer details below. Price reflects package a \$10 bill credit per month for 12 consecutive months after mail-in redemption.

Over 185 channels, including locals* • DVR service included • For a limited time get three free months of HBO® and Cinemax®

Local Channels	ABC	CBS	FOX	NBC	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185
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Offers end 5/1/07 and are based on approved credit. New customers only (lease required). Lease fee \$4.99 a month for second and each additional receiver. All programming and pricing subject to change at any time.
 *Available in AL, GA, MS, TN, SC and sections of NC as determined by ZIP code. Blackout restrictions apply.

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*Eligibility based on service address. DIRECTV: DIRECTV service provided by DIRECTV and subject to credit approval. A \$4.99/mo. lease fee applies to second and each additional receiver.
BILL CREDIT/PROGRAMMING OFFER: Featured package names and pricing are as follows: PLUS \$59.99/mo.; PLUS HD \$69.99/mo. Upon DIRECTV System activation, customer must complete and sign redemption form (included in customer's first DIRECTV bill, a separate mailing or, in the state of New York, from retailer) and comply with the terms of the form. Form must be postmarked on or before 7/1/07. Account must be in "good standing," as determined by DIRECTV in its sole discretion, to remain eligible. DIRECTV not responsible for late, lost, illegible, mutilated, incomplete, misdirected or postage-due mail. Limit one bill credit offer per account. IF, AFTER 12 CONSECUTIVE MONTHS (3 MONTHS FOR HBO/CINEMAX OFFER), CUSTOMER DOES NOT CONTACT DIRECTV TO CHANGE SERVICE, THEN ALL SERVICES TO WHICH CUSTOMER IS SUBSCRIBING WILL AUTOMATICALLY CONTINUE ON THE 13TH MONTH (4TH MONTH FOR HBO/CINEMAX) AT THE THEN-PREVALING RATES, INCLUDING THE \$4.99/MO. MIRROR FEE FOR THE 2ND AND EACH ADDITIONAL RECEIVER. In certain markets, programming/pricing may vary. Package pricing at directv.com/packages. DIRECTV System has feature that restricts access to channels. **PAY PER VIEW:** Upon activation, customer will be mailed 12 PPV coupons, one of which can be used each month for a \$4.99 bill credit. Additional restrictions apply. See terms printed on the coupon. **INSTALLATION:** Custom installation extra. **SYSTEM LEASE:** Purchase of 12 consecutive months (24 months for advanced receivers) of any DIRECTV base programming (\$29.99/mo. or above) or qualifying International services bundle required. DVR service commitment (\$5.99/mo.) required for DVR and HD DVR lease; HD Access fee (\$9.99/mo.) required for HD and HD DVR lease. **FAILURE TO ACTIVATE ALL DIRECTV SYSTEM EQUIPMENT IN ACCORDANCE WITH THE EQUIPMENT LEASE ADDENDUM MAY RESULT IN A CHARGE OF \$150 PER RECEIVER NOT ACTIVATED. IF YOU FAIL TO MAINTAIN YOUR PROGRAMMING COMMITMENT, DIRECTV MAY CHARGE A PRORATED FEE OF UP TO \$300. RECEIVERS ARE AT ALL TIMES PROPERTY OF DIRECTV AND MUST BE RETURNED UPON CANCELLATION OF SERVICE OR ADDITIONAL FEES MAY APPLY. VISIT directv.com OR CALL 1-800-DIRECTV FOR DETAILS.** Programming, pricing, terms and conditions subject to change at any time. Pricing residential. Taxes not included. Receipt of DIRECTV programming subject to DIRECTV Customer Agreement; copy provided at directv.com/legal and mailed to customers in the first month. HBO®, Cinemax® and Entourage® are service marks of Home Box Office, Inc. ©2007 DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, Inc. All other trademarks and service marks are the property of their respective owners.

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Our price starts low and stays low – for the entire life of your service



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A reliable home phone package with
5¢-a-minute long-distance calling to
anywhere in the U.S.



Wireless

Qwest Wireless® National 500 plan

\$96.96
mo.
Plus taxes

Price for Life guarantee only available to new residential Qwest Choice™ DSL Deluxe or Premier subscribers agreeing to a two-year term commitment. Restrictions apply. See below. Offer ends 5/19/07.

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With approved credit. Services not available in all areas. Discounts may apply after first full month of billing. May require equipment purchase or rental at additional charge. Subject to applicable restrictions, tariffs and service agreements. Call Qwest® or visit www.qwest.com for details. Qwest Choice™ Bundle: One per account; requires subscription to Qwest Choice™ Home and one or more qualifying services. Qwest Choice Home: Some features incompatible with others. Qwest® 5-Cent Plan: \$4.99 monthly recurring charge plus \$0.05 per minute for all direct-dialed, domestic calls from customer's home phone. International rates are excluded. High-Speed Internet: Price for Life offer available to Qwest residential customers. Altering, suspending or disconnecting service will cancel price guarantee and may result in an early termination charge. Actual connection speed varies depending on a variety of factors. MSN Premier also requires acceptance of MSN's terms and conditions. Digital TV: Product availability and features vary by location. Wireless: Selected plans qualify for bundle discount. Other charges apply, including \$35 per-phone activation fee, \$1.75 monthly cost recovery fee per phone, charges for additional minutes and roaming, per-message charges for Two Way Text Messaging, and \$200 per-phone early termination fee with fixed-term contracts. Calls rounded up to next full minute; unused minutes forfeited. MSN is the registered trademark of Microsoft Corporation. All other trademarks are owned by Qwest.

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