

resulting from Owner's failure to pay. Notwithstanding other provisions of this Agreement and in addition to any other remedy available to Time Warner at law or in equity, upon a breach by Owner during the Bulk Standard Service Term, Time Warner shall have the right, in its sole discretion, on thirty days' written notice to Owner to discontinue providing Bulk Standard Service and to provide any and all Services directly to residents of the Premises on a right of entry basis for the remaining portion of the Bulk Standard Service Term and the Right of Entry Term under the provisions of this Agreement.

4. **Provision of Other Services During Bulk Standard Service Term.** During the Bulk Standard Service Term, Time Warner may contract directly with the individual residents of dwelling units to provide Other Services directly to such residents. Charges for Other Services, indirectly shall be set by Time Warner and shall be billed to individual residents of the Premises.

5. **Provision of Services on Right of Entry Basis.** After the termination of the Bulk Standard Service Term, Owner hereby grants Time Warner a [10] year right to enter the Premises and provide any or all Services to residents of the Premises ("Right of Entry Term"). Charges for Services during the Right of Entry Term shall be set by Time Warner and shall be billed to individual residents of the Premises.

6. **Time Warner's Easement and Access Rights.** Owner hereby grants and conveys to Time Warner irrevocable easement-in-gross interests in, on, over, across, under and throughout the Premises (both land and improvements), including without limitation common areas, utility areas, pre-existing conduit, and all other spaces on, in and over the Premises as are reasonably necessary or useful for the purposes of carrying out any or all of the terms of this Agreement, including marketing and selling Services and soliciting customers and collecting unpaid accounts. Soliciting includes, but is not limited to, the conduct of live demonstrations, door-to-door solicitation of subscriptions, and the distribution and posting of advertising and promotional materials in recreation/community rooms and in other public or semi-public areas within the Premises. This easement shall continue in effect for the duration of the Bulk Standard Service Term and the Right of Entry Term and for 90 days thereafter to effect any removal of the System. Time Warner and Owner stipulate that any failure by Owner to strictly provide Time Warner its easement and access rights to the Premises, or any interference with those rights, is material and will cause Time Warner immediate irreparable injury and entitles Time Warner to equitable relief.

7. **Ownership of the System; Electricity.** The Services Delivery System and all such other properties placed on the Premises by Time Warner shall be and remain the sole property of Time Warner Communications. None of the Services Delivery System or other properties placed on the Premises by Time Warner shall be deemed to be affixed to or to become a part of the Premises. Time Warner shall have the sole right to possession of and dominion and control over the Services Delivery System, all such other property placed on Premises by Time Warner, and any equipment, facilities, antennas, pipes, conduits, poles, pedestals, vaults, active or passive devices, converters, cables and wires on the Premises on the date of this Agreement which are to be used by Time Warner to deliver Services under this Agreement.

Time Warner may remove any and all of the Services Delivery System and any of the other properties placed on the Premises by Time Warner at any time following the expiration of the term of this Agreement. If Time Warner damages the Premises when it removes the Services Delivery System or any of its other properties from the Premises, Time Warner will repair and restore such damage. If any of the Services Delivery System or other property of Time Warner is not removed from the premises, then Time Warner will continue to own such property so long as it holds a franchise to provide cable service in the jurisdiction where the Premises are located, and thus has a reasonable expectation that it may again become authorized to deliver its services to residents of the Premises. If Time Warner so elects, it may lease any portion of the Services Delivery System to Owner or any other party following expiration of this Agreement pursuant to such terms and conditions as may be agreed to by such parties. Time Warner and Owner agree that any use by Owner or any third party of the Services Delivery System or any other property of Time Warner located on the Premises, whether with or without the consent of Time Warner, shall not disturb Time Warner's continued right to ownership of any such property. Owner shall provide electricity for the System to Time Warner at no charge and provide Time Warner access to the Premise's electrical system.

8. **Alterations to Premises.** Time Warner shall not be liable for alterations to the Premises caused by good and workmanlike installation, inspection, removal, maintenance, testing, replacement, relocation or upgrading of the System.

9. **Service Limitations.** Time Warner's only liability for interruption of Bulk Standard Service shall be to make available to Owner a pro rata credit against Bulk Standard Service monthly charges calculated based on the length of the interruption for interruptions of more than twenty-four consecutive hours caused by reasons found to be within Time Warner's control.

BK 1601 PG 2741 62 of 70