

**CENTRAL TELCOM SERVICES
CABLE TELEVISION MULTIPLE UNIT AGREEMENT**

(X) Bulk Rate () Individual Rate

THIS AGREEMENT made and entered into this 10 day of AUGUST, 20 11, by and between Millard Care & Rehabilitation, whose principal place of business is 150 White Sage Ave Delta, Utah 84624 ("Owner") and CENTRAL TELCOM SERVICES, ("Company") whose principal place of business is 35 South State, Fairview, UT 84629. *EFFECTIVE CONNECTION / BILLING START DATE SEPTEMBER 1ST 2011.*

WITNESSETH:

WHEREAS, the Owner owns, operates or manages certain motel, hotel, condominium associations, apartment, mobile home parks, hospitals, senior citizen complexes, or other multiple unit dwellings in Delta as more fully set forth in Exhibit A to this Agreement (hereinafter referred to as the "Property"), and

WHEREAS, the Company is a Company licensed to do business in the State of Utah which specializes in providing cable television services and cable television distribution systems, and

WHEREAS, The Owner desires the Company to provide cable television service to the Property, and in addition, desires to have the equipment necessary for such cable television service installed, maintained and operated by the Company, and

WHEREAS, the Company desires to provide such cable television service and equipment installation, maintenance and operation,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, agreements and obligations herein stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. Obligations of the Company

The Company agrees to:

- a. provide the same cable television signals which the Company is providing other subscribers to Basic, Basic Expanded, Digital, and Premium cable television service within its franchise area and upon mutual agreement of the parties, subject to any limitations in the Company's agreements with the applicable programmers or program suppliers.

- b. install the necessary cable television equipment in a serviceable condition;
- c. maintain such equipment in a proper working condition throughout the term of this Agreement;
- d. allow the Owner to advertise that cable television service is available in its Property;
- e. construct the cable television system in conformance with accepted industry standards of construction, and in accordance with the building codes of the State of Utah, the City of Delta County of MILLARD, provided, however, that the Company shall not be held liable by the Owner for damage to underground cables and/or other facilities within any right-of-way appurtenant to or servicing the Property that are mislocated or not constructed or installed in accordance with national electrical codes or local utility codes;
- f. maintain public liability insurance covering the Company's activities on the Property, in amounts of not less than \$100,000 for injury to any one person, \$300,000 aggregate for any single occurrence and at least \$300,000 for property damage;

2. Obligations of the Owner:

The Owner agrees:

- a. that it has full power and authority to execute and deliver all documents contemplated hereunder, and incorporated by reference herein, and to assure its full performance and compliance required hereunder;
- b. that the Company shall retain title to, and control of, the cable television distribution system installed under this Agreement in the event of termination of this Agreement, whether by breach, default or expiration, the Company may at its option, remove all or part of said cable television distribution system;
- c. to hold the Company harmless from any damages caused by the Owner, its agents, its tenants or occupants, unless such damages shall result from the Company's negligent installation or maintenance of any or all of the cable television equipment or distribution system;