

? Cambridge Apts

BULK RATE AGREEMENT
TCI CABLEVISION OF UTAH, INC.
1245 E. Brickyard Rd. Suite #440
Salt Lake City, Utah 84106

Owners Name: **Shoney & Hughes**

Property Name: **Wagon Wheel Apts.**

Property Address: **59 W. Center St. #1**

City, State, Zip: **Richfield, Utah 84701**

Telephone: **801-896-5378**

Billing Address: **59 W.Center St. #1, Office**

City, State, Zip: **Richfield, Utah 84701**

Contact Person: **Melisa King**

Telephone: **801-896-5378**

This agreement is entered into this **5th of May, 1997** by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and **Shoney & Hughes** ("OWNER"), is made in consideration of the following mutual covenants and agreements.

In consideration of the mutual covenants, benefits and promises set out herein, the parties mutually agree as follows:

1. COMPANY agrees to provide the same basic cable television signals, to those building(s) located at **59 W. Center St. #1** in the city of **Richfield**, and county of **San Juan**, in the state of Utah, consisting of **32** units (the "PROPERTY"), which it is generally providing other subscribers within its franchise area, and subject to any limitations in the COMPANY'S agreements with applicable programmers or program suppliers, the same pay television signals it provides other subscribers within its franchise area. COMPANY may from time to time and at any time modify or change such programming.

2. The term of this agreement shall be for a period of **7 years (seven-years)**. Contract term will begin at the time of actual cable service activation. It shall automatically renew for a like period unless either party gives written notice of intention to cancel to the other not less than **6-months** prior to the expiration date of this Agreement. Such notice shall be sent by certified mail to the address shown above or such other address as may be designated in writing by the respective parties. Should OWNER initiate such cancellation, it is agreed that the COMPANY shall thereafter retain the right to provide its services to the residents of the building(s) on an individually billed basis as specified in the Right of Entry Agreement.

3. All parts of the COMPANY'S equipment ("SYSTEM") located on the PROPERTY, regardless of whether installed within or outside of the building(s) and whether overhead, above, or underground, shall be and remain the personal property of the COMPANY, and shall not be considered a fixture to the real estate or fixtures of the building(s) located thereon, nor shall any part of such SYSTEM be used at any time by or for the benefit of any party other than the COMPANY. The SYSTEM shall be the sole property of the COMPANY.

4. OWNER agrees to hold COMPANY harmless from any damages caused by OWNER or its agents, to COMPANY'S SYSTEM or equipment, including but not limited to converters, and agrees to compensate COMPANY for time and materials in making repairs or replacement of such SYSTEM or equipment unless such damage was caused by the negligent installation or maintenance of such SYSTEM or equipment by COMPANY.

5. Each residence will be provided one initial installation at the time of actual activation of service to building, at no charge. Any additional installations or other services, shall be charged to the resident at the COMPANY'S normal rates.

6. OWNER agrees to purchase COMPANY'S basic cable television service(s), for the residents of the above mentioned PROPERTY. Upon the activation of cable television service to the building(s), the OWNER shall be responsible for and shall pay a monthly service charge of \$11.00 per unit for a total sum of \$352.00 per month. This rate is guaranteed not to increase more than 6% or the same percentage as the residential rate in the franchise area which ever is greater, during any twelve (12) month period during the term of this agreement. Any additional units will be added at the per unit fee in effect at that time. Applicable taxes and fees shall be added to such charge. One additional unit will be provided basic cable at no charge for the managers apartment.

7. OWNER agrees to make scheduled payments to the COMPANY in accordance with the service charge applicable at the time of billing. Such scheduled payments must be received by the COMPANY within a minimum of 15 days of the actual date of invoice. Payments received later than 15 days from the date of invoice shall be assessed a late charge of 1% of the actual billing. COMPANY agrees to provide minimum 30 day notice to the OWNER of any change in rates.

8. OWNER agrees that Facility Managers will notify the COMPANY if and when they become aware of any damages to the COMPANY'S equipment including, but not limited to, lock boxes, vaults, cables and converters.

9. It is understood and agreed that no agency, employment, joint venture or partnership is created hereby or between the parties hereto; the COMPANY is not an affiliate of OWNER; and that neither party, nor its agents or employees shall be deemed to be an agent of the other; nor shall either party have the right, power or authority to act for the other in any manner to create obligations or debts which would be binding upon the other party.

10. The benefits and obligations of the Agreement shall be considered a covenant running with the land, and shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of OWNER and COMPANY.

11. If legal action is necessary to enforce any term of this agreement, the prevailing party in such action shall be entitled to recover its costs and expenses at such action, including reasonable attorney's fees as determined pursuant to such action.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

OWNER OR AUTHORIZED SIGNATURE

TCI CABLEVISION OF
UTAH, INC.

Melissa King
Print Name

Wendy Saxon
Wendy Saxon

manager
Title

5/12/97
Date

Melissa King
Signature

JK 5/14/97
Initialed by

5-7-97
Date

Dick Friedman
Regional Manager
5-22-97
Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Utah)
COUNTY OF Salt Lake) SS

On this 23 day of May, 1997, before me, a notary public in and for the state of Utah personally appeared Nick Friedman to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/~~she~~ signed the same as he/~~she~~ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Judith C. Jensen
Notary Public

My Commission Expires: April 7, 2001

