

RIGHT OF ENTRY AGREEMENT

TCI CABLEVISION OF UTAH, INC.
1245 East Brickyard #440
Salt Lake City, Utah 84106

PROPERTY OWNER

Name: **Quality Inn**

Address: **540 So. Main**

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

Contact Person:

Telephone: **801-896-5465**

Owner or Authorized Agent: **Larry Pearson**

PROPERTY

Complex Name: **Quality Inn**

Address: **540 So. Main**

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

Contact Person:

Telephone: **801-896-5465**

This Agreement entered into this **25th of June, 1996**, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and **Quality Inn** ("OWNER") located at **540 So. Main, Richfield, Utah 84701**.


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

1. OWNER hereby grants to COMPANY exclusive rights to construct, install, own, operate and maintain equipment necessary to provide cable television service ("SYSTEM"), upon the property and within the building(s) consisting of 59 units located at **540 So. Main** in the city of **Richfield**, and the county of **Sevier**, in the state of Utah (the "PROPERTY").
2. Subject to the availability thereof pursuant to applicable programming agreements, and the terms hereof, it is understood and agreed that the programming services offered by COMPANY hereunder will be those generally provided to the community. COMPANY reserves the right from time to time and at any time to modify or change such programming.
3. OWNER shall provide, without charge to the COMPANY, adequate space and electricity, and right of access for the construction, installation, operations, maintenance and repair of the SYSTEM, and for marketing, disconnecting and maintaining its service to residents of the PROPERTY, including, if necessary, a key to any locked room or door that contains the COMPANY'S SYSTEM.
4. COMPANY shall construct, install, own and maintain the SYSTEM in the building(s) described above, in accordance with all applicable regulations and codes. All parts of the SYSTEM on the PROPERTY, regardless of whether installed within or outside of building(s) and whether installed overhead, above, or underground, shall remain the personal property of 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 the SYSTEM be used at any time by or for the benefit of any party other than the COMPANY.

5. COMPANY agrees to indemnify OWNER for any damage caused by COMPANY arising from or relating to the construction, installation, operation or removal of such facilities by COMPANY. COMPANY agrees to maintain public liability insurance covering its activities on the property, in amounts of not less than \$500,000 for injury to any one person, \$500,000 aggregate for any single occurrence, and at least \$500,000 for property damage.

6. TYPE OF ACCOUNT. (Check one and have OWNER initial.)

() INDIVIDUAL RATE ACCOUNT: _____ (Initials of OWNER). OWNER agrees that COMPANY shall have the right to market and contract with individual residents of the PROPERTY for service, who shall be charged and billed individually for connection to the SYSTEM at the COMPANY'S regular and current monthly service rates and connection charges applicable to the service ordered.

() BULK RATE ACCOUNT:  (Initials of OWNER) OWNER agrees to pay for cable television service provided to the PROPERTY by COMPANY, and further agrees to enter into and sign COMPANY'S Bulk Rate Agreement. OWNER shall be responsible for and shall pay a monthly service charge under the conditions, rules and terms specified in the Bulk Rate Agreement.

7. By execution of the Agreement OWNER hereby grants COMPANY a Right of Entry and Exclusive Easement over, across, along and under the PROPERTY for the construction, installation, marketing, disconnecting, maintenance, repair, and replacement of all parts of the SYSTEM to serve the PROPERTY and/or adjoining properties.

8. OWNER agrees that resident 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, cable, vault and converters.

9. It is understood and agreed that COMPANY may abandon its facilities in place and shall not be responsible for the removal thereof if such abandoned facilities will not interfere with the use and occupancy of the PROPERTY. The facilities will not be considered to be abandoned unless written notice to the effect is given by COMPANY to OWNER.

10. The term of this Agreement shall be for a period of three (3) years, from the date first written above, renewable at the option of the COMPANY for an additional term of three (3) years, however, the COMPANY may terminate this Agreement with thirty (30) days notice to the OWNER if COMPANY is unable to install or maintain the cable television system because of any governmental law, rule or regulation or due to any other cause beyond the reasonable control of the COMPANY. Should the OWNER elect to subscribe to a Bulk Rate Account for a term to be less than full term of this Agreement, upon expiration of the Bulk Rate Account term the OWNER may opt to renew that Bulk Rate Agreement or revert to the individually billed arrangement for the remainder of the term of this Agreement.

11. This Agreement supersedes any and all other Right of Entry Agreements between the parties, either oral or in writing, and replaces all other or previous Right of Entry Agreements relating to the subject matter hereof for the PROPERTY.

12. The benefits and obligations of this Agreement shall be considered as a covenant running with the land, and shall inure to the benefits of, and be binding upon, the successors, assignees, heirs and personal representatives of the OWNER and COMPANY. OWNER may not assign this Agreement without prior notice to the COMPANY and in no event unless the assignee agrees in writing to be bound by the terms of this Agreement.

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

14. The undersigned OWNER or authorized agent hereby represents that he/she is the OWNER of the PROPERTY, or the authorized agent of the OWNER, with full authority to bind the OWNER to the terms and conditions of this Agreement.

OWNER OR AUTHORIZED SIGNATURE

TCI CABLEVISION OF UTAH, INC.

Larry Pearson
Print Name

Wendy Saxon
Wendy Saxon

PARTNER
Title

12/20/96
Date

Larry Pearson
Signature

Initialed by
Commercial Accounts Manager

Dick Friedman
Dick Friedman
State General Manager, Utah/Idaho

12/10/96
Date

Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF UTAH)

COUNTY OF SEVIER)

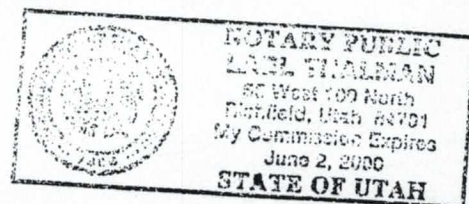
)SS

ON THIS 10th DAY OF Dec., 19 96 before me, a Notary Public in and for the State of Utah personally appeared Larry Pearson to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that e/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 firs above written.

Lael Thalman
Notary/Public

My Commission Expires: June 2, 2000



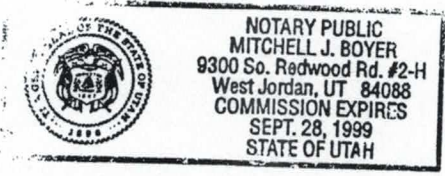
Quality Inn contract

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Utah)
COUNTY OF Salt Lake) SS

On this 20 day of December, 1996 before me, a notary public in and for the state of Utah personally appeared Dick 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.



Mitchell J Boyer
Notary Public

My Commission Expires: Sept 28-1999

STATE OF Utah)
COUNTY OF Salt Lake) SS

On this 20th day of December, 1996, before me, a notary public in and for the state of Utah personally appeared Dick Friedman to me known to be the District Mgr of the corporation that executed the within instrument on behalf of the corporation therein named as COMPANY and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

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

Owners Name: **Quality Inn**

Property Name: **Quality Inn**

Property: **540 So. Main**

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

Telephone: **801-896-5465**

Billing Address: **540 So. Main**

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

Contact Person: **Manager**

Telephone: **801-896-5465**

This agreement is entered into this **25th of June, 1996** by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and **Quality Inn** ("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 **540 So. Main** in the City of **Richfield**, and County of **Sevier**, in the State of Utah, consisting of **59** 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 **3 years (three-years)**. 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.

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. OWNER agrees to purchase COMPANY'S cable television service(s), for the guests 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 basic cable television service charge of \$5.50 per unit for a total sum of \$324.50 per month and \$3.35 per unit for a total sum of \$197.65 per month for HBO. These rates are 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.
6. 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.
7. OWNER agrees that management or staff 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.
8. 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.
9. 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.

10. The Company agrees, that the Owner may itself, or under contract with a third party, provide in-room video services which may include, but are not limited to, pay-per-view programming, and which are not offered by the Company, provided, however, to the extent that the Owner or third party transmit signals over the Company's System, the Owner shall indemnify the Company from any liability or damage arising therefrom, including but not limited to, any copyright liability.

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.

LARRY PEARSON
Print Name

Wendy Saxon
Wendy Saxon

PARTNER
Title

12/20/96
Date

Larry Pearson
Signature

Initialed by
Commercial Accounts Manager

Dick Friedman
Dick Friedman
State General Manager
Utah/Idaho

12/10/96
Date

Date