

CENTRAL TELCOM SERVICES
CABLE TELEVISION MULTIPLE UNIT AGREEMENT

(X) Bulk Rate () Individual Rate

THIS AGREEMENT made and entered into this 29 day of June, 2005, by and between Autumn Park Assisted Living, whose principal place of business is SENIOR Assisted Living ("Owner") and CENTRAL TELCOM SERVICES, ("Company") whose principal place of business is 35 South State, Fairview, UT 84629.

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 mt pleasant 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 mt pleasant County of SANPETE, 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;

- d. that the Company is not responsible for the operations, maintenance, service or repair of the Owner's or tenant's television sets or radio sets;
- e. to grant and convey to Company an easement upon and across the Property for the purpose of installing, operating, monitoring, maintaining, repairing, replacing, disconnecting and removing a cable television system (hereinafter "Easement"). Such Easement shall include such right of ingress and egress throughout the Property as may reasonable be required for the purposes herein stated, provided, however, for each of the properties listed in Exhibit A to this Agreement, said Easement shall be substantially in the form and substance of Exhibit C of this Agreement. The Owner agrees that the Company may properly record such Easement(s);

3. Covenants for Exclusive Use

The Owner covenants with the Company that the Owner shall not use nor permit the use of the cable television system installed by the Company or its agents, or any part of such system for any purpose other than the transmission of the Company's signal. In particular, but without limitation, the Company's installed cable television system shall not carry signals from or become attached to a master antenna, individual outdoor antennas, antennas for reception of signals from satellites, other cable systems or operators, or any other means of providing television signals.

4. Duration

Five (5) years

This Agreement shall continue for a period of ~~ten (10)~~ years from the date first written above. This Agreement shall extend for additional periods of one (1) year each if neither party gives the other notice of termination at least six (6) months prior to the commencement of the respective one (1) year period.

5. Compensation and Billing

If this is a "bulk agreement" (see above):

a) the Owner agrees to pay for the services provided herein in accordance with the listed billing option more fully set forth in Exhibit B, which shall be completed by the parties and which will be incorporated by reference, provided, however, that this Agreement shall not be effective until the terms of Exhibit B are agreed to an the parties execute and deliver a copy thereof. In the event that the parties fail to agree to and execute a copy of Exhibit B within _____ (30) days of the day first written above, then this Agreement shall be void ab initio;

b) the Owner shall be responsible for all costs of collection, court costs and all

reasonable attorneys' fees incurred by the Company in the event that collection is required hereunder or legal action is required to recover any equipment owned by the Company;

c) payment shall be made to the Company on a single billing each month, commencing with activation under this Agreement. The Owner agrees to render payment no later than the 20th day of the month. The Company agrees to furnish the Owner with a monthly billing statement showing the service rendered to the Owner. Such statement must be reconciled with records maintained by the Owner prior to payment.

6. Service Location

The Company agrees to install, maintain and operate its cable television system(s) in accordance with the terms set forth herein at all locations agreed upon by the parties hereto and as more fully set forth in Exhibit A to this Agreement, which is incorporated by reference herein.

7. Legal Status

It is understood and agreed that:

- a) no agency, employment, joint venture or partnership is created hereby or between the parties hereto;
- b) the business to be operated by the Company is separate and apart from any which may be operated by the Owner;
- c) the Company is not an affiliate of Owner;
- d) no representation will be made by either party which would create an agency or partnership relationship;
- e) the Owner shall have no power or authority to act for Company in any manner to create obligations or debts which would be binding upon the Company;
- f) the Company shall not be responsible for any act or omission of the Owner, its employees, agents, servants or invitees. The only relationship between the parties shall be that as set forth herein.

8. Right To Terminate

- a) In the event of any breach or default hereof by the parties, which breach, or default shall not have been cured within thirty (30) business days after receiving

notice specifying such breach, or default, than either party may immediately, or at any time thereafter, terminate this Agreement upon written notice to the other party.

b) The Company may terminate this Agreement by notice to the Owner if the Company is unable to install, operate or maintain the cable television system for any reason beyond its reasonable ability to control.

c) This Agreement shall terminate if the Company is denied the right to serve the Property by a court, by a public body or by a state agency, and such denial is not contested by the Company or agents thereof, at the Company's sole option.

d) If this Agreement is terminated pursuant to Section 4,8(a) or 8(b) or otherwise, then the Company shall have the right, but not the obligation to disconnect, render inoperable or remove its cable television system. The Easement, covenants, and agreements set forth in Sections 1(f), 2(e), 3, 7 and 9 above shall continue for the reasonable time following termination and to the extent reasonably necessary for Company to accomplish the disconnection, inoperability or removal.

e) Prior to the end of the term of this Agreement, including any extensions hereof, this Agreement and the rights of the parties hereunder may also be terminated:

i) by written agreement executed by the parties hereto;

ii) at the Company's option in the event of any conveyance of the Property at a foreclosure sale or otherwise to or for the benefit of the Owner's creditors.

f) In the event of any termination or expiration of this Agreement, the Easement, right-of-way, and license that is granted hereby shall also terminate or expire. The Company agrees to reasonably cooperate with the Owner in executing, delivering and filing such documents as are necessary to evidence such termination or expiration.

g) In the event any portion of the cable television system operated, installed or maintained hereunder becomes damaged, vandalized or in a state of disrepair, the Company will, within thirty (30) business days of written notification of such condition by the Owner, diligently proceed to repair, replace or remove the defective equipment. In the event that the Company does not diligently proceed to repair, replace or remove said equipment within said thirty (30) business days, the Owner shall have the right, without liability to the Company, to remove said equipment from the Property and this Agreement shall terminate.

h) In view of the difficulty of determining the amount of damages which may result to the Company from any termination of this agreement pursuant to Section 8(a) above, Owner shall pay the Company, not as a penalty but as liquidated damages, an amount equal to the product of (I) seventy-five percent of the Monthly Service Charge in effect immediately preceding the effective date of such termination, multiplied by (ii) the number of full and partial months remaining in the Initial Term or the Renewal Term as the case may be.

9. Indemnification

Each party (sometimes hereinafter referred to as the "Indemnitor") hereby agrees to indemnify the other party (sometimes hereinafter referred to as the "Indemnitee"), against, and to hold the other harmless of and from any and all liability, loss, damage, and expense, including without limitation, reasonable counsel fees and costs which the Indemnitee may suffer or incur by reason of any breach of any warranty, representation or agreement made by the other party herein, or by reason of any action or proceeding asserted or instituted, arising from such breach. The Indemnitee shall give the Indemnitor hereunder prompt written notice of the institution of any action or the making of any claim which, if sustained, would result in the Indemnitee being entitled to indemnification hereunder, and the Indemnitee will cooperate with the Indemnitor in the defense and settlement of any such action or proceeding. Notwithstanding anything to the contrary in this Section 9, while it is the Company's intent to operate its cable television system within generally acceptable technical standards, and on a twenty-four (24) hour basis, it is expressly understood that the Company is not liable to the Owner for signal quality, nor for outages, for whatever duration or for whatsoever reason.

10. Successors

This Agreement shall bind and inure to the benefit of the Owners, successors, heirs and assigns to an interest in the Property, and to the Company's successors and assigns. The parties agree that they will give prompt written notice of any such successor or assignee.

11. Notices and Payments

a) Any and all payments notices, designations, consents, offers and acceptances and/or any other communications provided for herein shall be addressed to the Owner, or the Company, and shall be delivered at the address as first set forth above or at any other address which may be specified in writing by the parties hereto. All notices required to be given hereunder shall be given in writing, sent by certified mail, return receipt requested, and shall be deemed effective five (5) days after such mailing.

b) The Company agrees to appoint one of its employees to be the prime contact for Owner to communicate with as needed.

12. Governing Law

a) This Agreement shall be governed by the laws of the State of Utah as to interpretation, construction and performance.

b) Both parties agree to be bound by and comply with the terms of any agreement that the Company may have with the City/County/Town of mt pleasant Utah, which may affect the terms of this Agreement.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties and contains all the covenants made between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements between the parties, either oral or in writing with respect to the subject matter hereof.

14. Paragraph Headings

Paragraph headings are for convenience only and shall not affect the meaning or interpretation of this Agreement.

15. Amendments

This Agreement may be amended, changed or modified only by written amendment (executed by the parties hereto, no waiver of any provision of this contract shall be valid unless in writing and signed by the party charged).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives or officers on the day and year first written above.

COMPANY

By: Goldi L. Py

Its: GENERAL MANAGER

OWNER

By: Steve Sanden

Its: Owner

EXHIBIT "A"

Property

Description of Property

Complex Name: Autumn park Assisted Living

Address: 160 East 200N

City/State/Zip: Mount Pleasant Utah 84647 Phone: 435-462-9494

The complex consists of _____ apartments _____ condominiums
_____ hotels/motels _____ mobile homes
16 rooms/other

Detailed Listing of Property Addresses:

Building Name/Address	Individual Unit Description (List each unit separately)
<u>Autumn park Assisted Living</u> <u>160E 200N.</u>	<u>8 Rooms connected as of the contract</u>
<u>Note</u>	<u>8 more Rooms connected when</u> <u>own calls</u>
	<u>Added 3 1-13-06</u>
	<u>Added 1 1-13-06</u>
	<u>ADD 2 2-3-06</u>
	<u>ADD 2 2007 = 16</u>

(16)

EXHIBIT "B"

Compensation and Billing

RATES:

Owner shall pay to Company, at the time and manner set forth, a sum equal to the number of units in the complex multiplied by the rate of \$ 11.00 per month. Based upon the number of existing units, the monthly payment is \$ 88.00 for a single outlet per unit. Rates may be increased proportionately as the rates in the Franchise area increase. No reduction shall be given in the event one or more residents chooses not to have CATV service available in a particular unit.

ADDITIONAL OUTLETS:

Total additional outlets multiplied by the rate of \$ _____ per outlet per month are being provided by this contract.

INDIVIDUAL PREMIUM-PAYSERVICE OR DIGITAL SERVICES:

In the event Owner elects not to provide on a complex-wide basis, Digital or one or more of their premium-pay services to residents of the complex, and in the sole discretion of the Company, the Company may provide, if technically feasible, individual units with Digital or premium-pay services at rates and terms to be negotiated between individual residents and the Company. For the individual resident who chooses to have a Digital or premium-pay service and this service may require another type of set top box, the said service may require another type of set top box, the said individual will be financially responsible for the set top box which may be needed for this type of service.

The following Digital or premium-pay services will be available to individual residents of this property.

_____ Digital Advantage

_____ HBO The Works

_____ Multimax

_____ Starz Encore

_____ Show Time Unlimited

INDIVIDUAL ADDITIONAL OUTLETS:

The Owner grants permission to individual residents to contract with the Company to install additional outlets and the Owner understands that said additional outlets will be billed directly to said individual resident at Company's then current rates.

I have read, understand and accept the above terms on compensation and billing and hereby grant that this Exhibit B be made part of this contract.

Signed: Steve Sanden Date: 6-29-05

EXHIBIT "C"

Grant of Easement

FOR VALUE RECEIVED, the undersigned Owner hereby grants to Central Telcom Services ("Company"), its successors and assigns, an easement and right-of-way over, across, along and under the real property described in Exhibit A to the Agreement between the parties, and situated in the City of mt pleasant, State of Utah the description being:

Subdivision: _____ Block _____ Lot _____

Street Address: 160 E 200N.

Company shall have the right to install, construct, reconstruct, repair, replace, operate, maintain and remove one or more underground cables, pedestals and related equipment upon and under the easement to serve its subscribers. Company shall have the further right to enter upon the adjacent lands of the undersigned for access to the right-of-way and for all purposes in connection therewith, provided, however, that the Company shall not cause any damage to such adjacent lands in the exercise of such access right; and provide, further, however, that the Company shall restore the surface of the right-of-way to substantially its original condition upon completion of initial installation of such equipment.

The undersigned Owner shall have the right to utilize the surface of the easement and right-of-way granted hereby for any lawful purpose which does not interfere with the use of the easement and right-of-way by Company. Should the undersigned install any modifications, i.e., structures, shrubbery or landscaping over the easement and right-of-way Company will endeavor to preserve those modifications during the operations, maintenance or removal of Company's facilities.

The undersigned Owner represents and warrants that it is the Owner of the above-described real property and has the right to grant this easement. This easement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties shall remain in full force and effect so long as the right-of-way shall be utilized for the purposes for which this easement is granted.

DATED this 29 day of June, 2005.

