

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

Owners Name: Warehouse District L.C.

Property Name: Warehouse District Condos

Property Address: 327 West 200 South

City, State, Zip: Salt Lake City, Utah

Telephone: 361-8775

Billing Address: 350 E. Center Street, Suite 200

City, State, Zip: Provo, Utah 84606

Contact Person: Scott Collins

Telephone: 361-8775



This agreement is entered into this ¹ ~~8~~ of ^{March} ~~January~~, 1997 by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Warehouse District L.C. ("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 327 West 200 South in the city of Salt Lake City, and county of Salt Lake, in the state of Utah, consisting of 25 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). It shall automatically renew for periods of 1 (one) year, 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.

7552259
01/11/2000 03:49 PM 28.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TCI CABLEVISION OF UT INC
ATTN: MARNIE
1245 E BRICKYARD #440
SLC UT 84106
BY: SEM, DEPUTY - WI 10 P.

7552259

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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 \$14.00 per unit for a total sum of \$350.00 per month (refer to schedule A for further billing instructions). 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.

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.

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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.

Scott Collins

Print Name

Ronald S Bills

Ronald S Bills

Member

Title

3/1/97

Date

[Signature]

Signature

RK 3/19/97

Initialed by

[Signature]

Dick Friedman
REGIONAL Manager,

3-1-97

Date

[Signature]

Date

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Schedule A
Addendum to Bulk Rate Agreement
Occupancy Factor

This addendum addresses the projected occupancy and "rent up" schedule for Warehouse District Condos and will run concurrently with the Bulk Rate Agreement for the complex located at **327 West 200 South** in the city of **Salt Lake City** in the county of **Salt Lake** in the state of **Utah** consisting of **25** units.


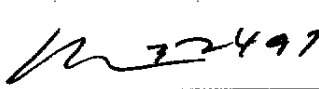
The OWNER will contact the COMPANY by the 15th of each month to report the actual number of occupied units during the "rent up" period. The graduated billing schedule will be based on actual occupancy for each month during the 4 month "rent up" period. If the COMPANY is not contacted by the above mentioned date the monthly service charge will be calculated as the greater of the actual units occupied as determined by the COMPANY or the following:

First Service:	Mar. 1, 1997	2 new units	2 total units
Second Service:	Apr. 15, 1997	10 new units	12 total units
Third Service:	May 15, 1997	13 new units	25 total units

After above rent up period, the customer will pay as per the Bulk rate contract.

Owner:
Warehouse District L.C.

Company:
TCI Cablevision of Utah, Inc.

Date 3-1-97 **Date** 3/19/97

Date 3-1-97 **Date** 3/19/97
Commercial Accounts Manager

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RIGHT OF ENTRY AGREEMENT

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

PROPERTY OWNER

Name: Warehouse District L.C.

Address: 350 E. Center Street, Suite 200

City, State, Zip: Provo, Utah 84606

Contact Person: Scott Collins

Telephone: 361-8775

Owner or Authorized Agent:

PROPERTY

Complex Name: Warehouse District Condos

Address: 327 West 200 South

City/State/Zip: Salt Lake City, Utah

Contact Person: Scott Collins

Telephone: 361-8775

This Agreement entered into this ^{1 March} ~~8~~ of ~~January~~, 1997, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Warehouse District L.C. ("OWNER") located at 350 E. Center Street, Suite 200, Provo, Utah 84606.

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

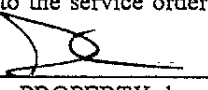
1. OWNER hereby grants to COMPANY exclusive rights to construct, install, own, operate and maintain equipment necessary to provide cable television service ("SYSTEM"), upon the property and within the building(s) consisting of 25 units located at 327 West 200 South in the city of Salt Lake City, and the county of Salt Lake, 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.

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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 fifteen (15) years, from the date first written above, renewable for additional terms of one (1) year, 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.

Scott Collins
Print Name

Ronald S. Bills
Ronald S. Bills

Member
Title

3/17/97
Date

[Signature]
Signature

TS 3/19/97
Initialed by
Commercial Accounts Manager

[Signature]
Dick Friedman
Regional Manager,

3-1-97
Date

Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF UTAH)

COUNTY OF Salt Lake)

)SS

ON THIS 1 DAY OF MARCH, 1997 before me, a Notary Public in and for the State of UTAH personally appeared SCOTT COLLINS 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.

Cynthia Richards
Notary Public

My Commission Expires: **NOTARY PUBLIC**
CYNTHIA RICHARDS
Internet Properties
51 E. 400 South # 210, SLC, UT 84111
My Commission Expires March 27, 1999
STATE OF UTAH



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Warehouse District L.C.

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

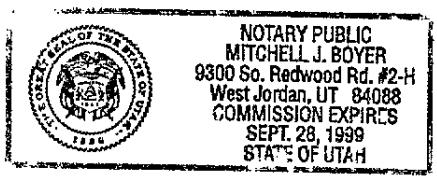
STATE OF Utah)

COUNTY OF Salt Lake)

) SS

On this 24th day of March, 1997, 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 24th day of March, 1997, before me, a notary public in and for the state of Utah personally appeared Dick Friedman to me known to be the Regional 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: _____

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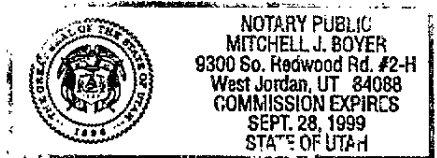
Warehouse Notice a.c.

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Utah)
COUNTY OF Salt Lake) SS

On this 20th day of March, 1997, 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 March, 1997, before me, a notary public in and for the state of Utah personally appeared Dick Friedman to me known to be the Regional 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: _____

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VTDI 15-01-261-029-0000 . DIST 01H	TOTAL ACRES	0.47
WAREHOUSE DISTRICT CONDO PRINT V . UPDATE	REAL ESTATE	13200
OWNERS ASSOCIATION INC LEGAL	BUILDINGS	0
% HOME OWNERS ASSOCIATION TAX CLASS MC	MOTOR VEHIC	0
327 W 200 S # 401 EDIT 1 FACTOR BYPASS	TOTAL VALUE	0
SALT LAKE CITY UT 84101421227		
LOC: 327 W 200 S # COM EDIT 1 BOOK 7724 PAGE 0792 DATE 10/24/1997		
SUB:	TYPE UNKN PLAT	

01/11/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG 41 1/4 FT E FR NW COR LOT 6, BLK 61, PLAT A, SLC SUR; E
 123 3/4 FT; S 165 FT; W 123 3/4 FT; N 165 FT TO BEG. LESS
 UNITS. (BEING THE COMMON AREA MASTER CARD FOR WAREHOUSE
 DISTRICT CONDOMINIUMS)

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

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