

MDU SERVICE AGREEMENT

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THIS AGREEMENT ("Agreement") dated as of October 21, 1999 is made and entered into by and between [TCL Equity] UACC, Midwest, Inc., ("Company"), and Broadmoor Holding, LLC ("Owner"), which owns or has control over certain real estate and improvements commonly known as the Broadmoor at 3375 West 7800 South ("Premises"), consisting of 350 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A. Company owns and operates a cable television system in West Jordan ("System") pursuant to a franchise agreement, permit or other authority to operate the System, (as extended or renewed from time-to-time, ("Franchise"). Owner and Company desire to provide for Company's access to the Premises in order to install the equipment necessary to provide multi-channel video programming and any other communications and information services that Company may lawfully provide ("Services") to the Premises, on the terms and conditions provided herein. Therefore, the parties agree as follows:

1. RIGHT OF ACCESS. Owner hereby grants, bargains and conveys to Company a right of access to, across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined) and any of Owner's equipment used in connection with provision of the Services, and the marketing and provision of the Services. Owner agrees that Company may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, "Agents") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. Owner will cause its designated representatives to accompany employees or Agents of Company into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner will provide Company's employees and Agents access to the Premises at reasonable times for the exercise of its rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants, bargains and conveys to Company the right to enter the Premises in order to remove the Equipment from the Premises if Company so desires. This right of access to the Premises is in addition to any easement granted by Owner to Company by separate agreement entitled, "Agreement for Grant of Easement", of equal date herewith.

2. TYPE OF ACCOUNT; PROVISION OF SERVICES.

Company will provide the Services to the Premises as follows: (Check one)

(X) Individual Rate Account: Company, or the Agents, will market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services will be made directly between Company and such residents.

() Bulk Rate Account: Company will market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Addendum to be signed by Company and Owner. Company, or the Agents, will market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such other Services will be made directly between Company or the Agents, and such residents.

The Services will initially be provided as set forth above. During the term of this Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and vice versa) without in any way affecting the validity of this Agreement.

3. OTHER SYSTEMS. In consideration of Company's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Agreement or (b) the 10th anniversary of the effective date of this Agreement, and to the extent allowable under Federal law, Owner will not, without the prior written consent of Company, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

4. TERM. This Agreement will be effective on the date hereof and continue for a period of 10 years (the "Initial Term") and will automatically renew for additional terms of 1 year (each a "Renewal Term"), unless either party gives the other written notice at least six months prior to the end of the Initial Term or then-effective Renewal Term.

COMPANY AND OWNER AGREE TO THE ADDITIONAL TERMS AND CONDITIONS APPENDED HERETO. THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

OWNER:

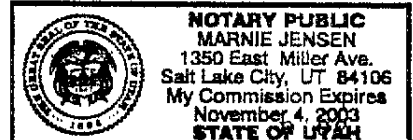
Broadmoor Holding LLC
By: Joanne Franco
Print Name: Joanne Franco
Title: Service Operations Executive
Address: Wasatch Property
Telephone: 435-755-2000
Teletype:

COMPANY:

UACC Midwest Inc.
By: Gary Boles
Print Name: Gary Boles
Title: Regional Vice President
Address: 245 East Brickyard Road, Suite #440
Salt Lake City, Utah 84601
Telephone: 801-488-5600
Teletype:

STATE OF California
COUNTY OF Salt Lake
This instrument was acknowledged before me on Nov 22, 1999 by Joanne Franco as Service Operations Executive of Wasatch Property mgmt.
Given under my hand and seal of office.
My commission expires: June 30, 2001
Vicki Collo
Notary Public

STATE OF Utah
COUNTY OF Salt Lake
This instrument was acknowledged before me on 11-25-99 by Gary Boles as Regional Vice President of UACC Midwest Inc.
Given under my hand and seal of office.
My commission expires: 11-4-2003
Marnie Jensen
Notary Public



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ADDITIONAL TERMS AND CONDITIONS

A. DAMAGE TO THE PREMISES OR EQUIPMENT; INDEMNIFICATION; SURVIVAL.

(i) Company will repair any damage to the Premises caused by Company, its employees, or the Agents, normal wear and tear excepted. Company will hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) resulting from Company's or the Agents' installation, maintenance, service, removal or operation of the Equipment or any other equipment of the Agents, except loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises.

(ii) Owner will repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Owner will hold harmless and indemnify Company from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to (a) any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises, or (b) any claim, demand, legal proceeding or similar action instituted by any person or entity providing multi-channel video programming or other services similar in nature to the Services provided to the Premises as of or prior to the date of this Agreement, or its successor or assign.

(iii) The rights and obligations set forth in this Section A (indemnification for events occurring during the term of the Agreement) and the second to last sentence of Section I (permitting removal of Equipment) will survive termination of this Agreement.

B. INSURANCE. Company will maintain general liability and property damage liability insurance relating to its activities hereunder in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. EQUIPMENT. Company may install, maintain, service, operate and upgrade on the Premises coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment necessary for the provision of the Services ("Equipment"). The Equipment will at all times be owned by, and remain the property of, Company, whether or not attached to or incorporated in the Premises, and neither Owner nor any resident of the Premises will have or obtain any right, title or interest therein. The Equipment does not constitute a fixture of the Premises. Owner will not, and will not permit any third party to, attach to or use in any manner the Equipment or any portion thereof. Owner will have no obligation to service or maintain the Equipment. Company will have the right to use other telecommunications equipment or wiring on the Premises, regardless of ownership, for delivery of the Services. Owner shall provide without charge adequate space and electricity for the Equipment.

D. HOME RUN WIRING. To the extent federal law requires Company to provide in this Agreement for the disposition of its home run wiring upon termination of the Agreement, Company agrees to sell to Owner, and Owner agrees to purchase, the home run wiring on the Premises [at the fair market value for the full replacement cost of such wiring, including labor and installation costs] To the extent applicable, Owner will be responsible for applicable sales or other similar taxes imposed by a governmental entity or agency relating to the purchase of the home run wiring. If Owner fails to purchase such wiring, in its sole discretion, the Company may abandon the wiring in place, or shall be permitted to continue to maintain the wiring on the Premises, and shall have no further obligation to Owner (however, Company reserves all other rights and remedies relating to Owner's failure to purchase pursuant to this subsection D). For the sole purposes of this Section D, the phrase "home run wiring" shall mean all coaxial cable and/or fiber optics line, internal wiring, and associated equipment, including but not limited to amplifiers, passive splitters, connectors, barrels, and wall plates located in the Premises (including wiring located within individual residential units and specifically excluding converters, remote controls and similar equipment) which are owned by Company and used by it in the provision of cable services to residents of the Premises. [Alternative language which excludes risers and active devices, including amplifiers - For the sole purpose of this Section D, the phrase "home run wiring" shall mean only the wiring from the point at which the wiring becomes dedicated to an individual unit on the Premises to the cable demarcation point at or about twelve (12) inches outside that unit. "Home run wiring" shall not be deemed to include risers or active devices, such as amplifiers.] Notwithstanding anything to the contrary herein, Company intends to retain ownership of the MDU Lock Box, which may be removed by Company, or sold to Owner in the Company's sole discretion by a separately signed agreement.

E. FORCE MAJEURE. Neither party will be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of loss of its legal authority to provide services to the Premises, failure of equipment or facilities, the occurrence of an event of "force majeure," or other causes beyond such party's reasonable ability to control.

F. SUCCESSORS TO BOTH PARTIES; RELATED PARTIES TO COMPANY. The benefits and obligations of this Agreement will inure to and be binding upon the successors, assigns, heirs, and personal representatives of Company and Owner. If Owner sells, transfers or encumbers the Premises, any such sale, transfer or encumbrance will be subject to this Agreement, which touches and concerns and runs with the land. Assignment of by either party must be approved in writing; such approval not to be unreasonable withheld except that the rights and obligations of Company under this Agreement may be enjoined, enforced or performed, as the case may be, by Company or any other entity controlling, controlled by or under common control with Company.

G. TERMINATION. This Agreement may be terminated prior to expiration of its term (a) by either party on 30 days' written notice, in the event of material breach of this Agreement, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure; or (b) by Company upon at least 60 days' written notice if Company is unable to continue distribution of the Services due to any law, rule, regulation, judgment, contract with third party or other reason beyond the reasonable control of Company. In no event will either party be liable to the other for incidental or

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Internet
rev. 4/12/99

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consequential damages. Upon termination of this Agreement, Company shall have an additional ninety (90) days to remove, transfer or sell part or all of the System, in its sole discretion.

H. LEGAL STATUS. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Company and Owner. Neither party will have the right, power or authority to act for the other in any manner.

I. ENGINEERING REVIEW. Activation and installation of the Services are subject to engineering review by Company, including testing of equipment or facilities not provided by Company. If Company determines that activation of the Services will result in unanticipated expenses or that existing equipment is deficient, Company will have the right to terminate this Agreement upon written notice to Owner. Upon such termination, Company will refund to Owner any amounts prepaid hereunder in accordance with Company's refund policies.

J. OWNER COOPERATION. Owner will cooperate with Company on the repossession of channel selectors or other Equipment belonging to Company or the Agents that is in the hands of any unauthorized persons such as former occupants of residential units on the Premises. Owner will supply to Company the names and unit numbers of residents at reasonable intervals.

K. LEGAL ACTIONS. If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action will be entitled to recover its costs and expenses of such action, including reasonable attorneys' fees. Owner acknowledges that the breach by Owner of any of its obligations under this Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Agreement by Owner will cause Company irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Agreement, Company will be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief will not in any way be construed as a waiver of any other rights or remedies which Company may have for damages or otherwise.

L. AUTHORIZATIONS. Owner represents and warrants that he/she is the record holder of fee title to the Premises. The person signing on behalf of the Owner represents that he/she is the Owner of the Premises or the authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Agreement. This Agreement will not be binding upon Company until signed by an authorized representative of Company.

M. NOTICES. Any notices pursuant to this Agreement will be validly given or served if in writing delivered personally or sent, postage prepaid, either by U.S. first class mail or telecopy, to the addresses set forth in this Agreement; or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective: (i) five days after mailing, for first class U.S. mail or (ii) on the telecopy confirmation date, for telecopy or (iii) on the date delivered for personal delivery.

N. MISCELLANEOUS PROVISIONS. This Agreement supersedes any and all other access agreements, either oral or written, between the parties hereto, other than any grant of easement entered into by the parties concurrently with this Agreement. This Agreement (and any such grant of easement) contains the entire agreement between Owner and Company and may not be amended except by an agreement in writing signed by the parties. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

O. SURVIVAL. The termination or expiration of this Agreement will not impair either party's then accrued rights, obligations or remedies. The terms and conditions of paragraph 1 of the Agreement, and paragraphs A, C, D, F, G, H, J, K, N and O of the Additional Terms and Conditions shall survive expiration or termination of this Agreement.

P. ADDENDA. The parties may execute certain Addenda, including but not limited to a Pre-Wire Installation Addendum, a Bulk Rate Addendum and/or a Customer Equipment Recovery Addendum. Upon execution, any such Addenda will become a part of this Agreement.

EXHIBIT A

To
MDU Service Agreement
dated
October 14, 1999
between
UACC Midwest Inc.
and
Broadmoor Holding L.L.C.

Legal Description

Intranet
rev. 4/12/99

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ADDENDUM

Addendum to the *Broadband Easement and Right of Entry Agreement*
MDU Service Agreement
between

Broadmoor Holding LLC.
Owner
and UACC Midwest Inc. Operator

dated as of October 21, 1999.

This Addendum is hereby made part of and incorporated in the MDU Service Agreement Agreement. In the event of any conflict between the provisions of this Addendum and the provisions of the above mentioned Agreement, the provisions of this Addendum shall control.

1. Company will make its best effort to remain competitive with alternate hard line cable providers in the local market barring temporary promotionals.
2. Owner shall be entitled to review Operator's books and records involving no more than the immediately preceding one (1) year period relating to the Premises, provided that Owner give advance notice of five (5) business days for such review. Such review shall pertain only to the revenue generated per the terms of this Agreement as a whole on the Premises and shall not contain any specific or customer identifiable information. Owner agrees to conduct such review at its own expense and during Operator's normal business hours. Should a discrepancy be found between the amount paid to Owner and the guaranteed percentage of revenue owed, Operator agrees to pay Owner the balance within 30 days of written request for payment from Owner. Any balance still due and owing after the 30 day payment period shall earn interest at the annual rate of 1 1/2% per month on the unpaid balance.

All information garnered in such a review will remain confidential. Any breach of confidentiality by Owner shall be grounds for the immediate termination by Company of the Easement Access Compensation Agreement.

Owner:
Broadmoor Holding LLC.

Operator:
UACC Midwest Inc.

By: Jeanne Deans
Title: Service Operations Executive Agent For

Gary Boles
By: Gary Boles
Title: Regional Vice President

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(EXECUTE ONLY IF APPLICABLE)

EASEMENT ACCESS COMPENSATION ADDENDUM

THIS ADDENDUM is made between Owner and Company described above. All undefined terms used herein will have the same meaning ascribed to them in the attached MDU Service Agreement ("Agreement") between the parties of equal date. The parties agree as follows:

- 1. **COMPENSATION.** In exchange for Owner granting Company exclusive access to the Premises for the purposes described in the Agreement, Company agrees to provide to Owner the following:

Company agrees to pay Owner a sum equal to 8% if cable subscription is 0%-65%, 10% if cable subscription is between 66%-100%, of gross monthly amount collected from all pay T.V., consisting of Basic, Expanded Basic, and all Premium Pay Channels sold to residents of Property, during the term of this Agreement. "Premium Services" as referred to herein, shall be HBO, Showtime, and Movie Channel, and Starz/Encore. Company also agrees to give to Owner 2 free basic/expanded basic accounts.

- 2. **LIMITATION.** Owner and Company agree that no other payment, compensation or remuneration (monetary or otherwise) will be due and owing to Owner by Company during the term of the Agreement in exchange for Owner providing Company access to the Premises.
- 3. **TAXES.** Owner will be responsible for all taxes attributable to any and all payments received by it pursuant to this Addendum. Company will provide to Owner all statements which it is required to prepare pursuant to the Internal Revenue Code of 1986, as amended, in connection with the payment made to Owner by Company as described in Section 1 above.
- 4. **CONFIDENTIALITY.** Owner and/or any person signing on behalf of Owner hereby agrees to not, directly or indirectly, disclose to any third party the terms of the Agreement or this Addendum, except as may be required by law.
- 5. **TERMINATION.** This Addendum will terminate upon the earlier to occur of the following: (a) the expiration of Company's exclusive arrangement with Owner, or (b) at the option of Company, the transfer, sale or exchange of the Premises so that, after such transfer, sale or exchange, Owner is no longer the record holder of fee title to the Premises.
- 6. **ENTIRE AGREEMENT.** This Addendum supersedes any and all other agreements (other than the Agreement), either oral or written, between the parties hereto relating to the subject matter hereof. This Addendum contains the entire agreement between Owner and Company (other than the Agreement) and may not be amended except by an agreement in writing signed by the parties. Owner represents and warrants that it has the right to execute and deliver this Addendum on behalf of the individual owners of units in the Premises, and that this Addendum is binding and enforceable upon Owner and the owners of the units in the Premises. The person signing on behalf of the Owner represents that he/she is an officer or authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Addendum. This Addendum will not be binding upon Company until signed by an authorized representative of Company.
- 7. **SUPPLEMENT TO AGREEMENT.** The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Addendum. This Addendum will serve only to supplement the Agreement.

OWNER:

COMPANY (local TCI affiliate):

Broadcom Holding LLC

UACC Midwest Inc.

By:
Title:

Jeanne Deane
 Service Operations Executive
 Agent For

By:
Title:

Jay R. Boles
 Regional Vice President

Intranet
10/25/99

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VTDI 21-32-204-030-0000	DIST 37		TOTAL ACRES	9.15
BROADMOOR VILLAGE APARTMENTS	PRINT	UPDATE	REAL ESTATE	1054600
LLC		LEGAL	BUILDINGS	0
	TAX CLASS	NE	MOTOR VEHIC	0
399 N MAIN ST # STE-200	EDIT 1	FACTOR BYPASS	TOTAL VALUE	1054600
LOGAN UT	843213916			
LOC: 3375 W 7800 S	EDIT 1	BOOK 7094	PAGE 1784	DATE 02/07/1995
SUB:			TYPE UNKN	PLAT

03/06/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG S 89-57'09" W 1400.44 FT & S 537.63 FT FR NE COR OF SEC
 32, T 2S, R 1W, S L M; S 67-30' E 108.71 FT; S 63.04 FT; S
 66-04'51" E 441 FT TO W LINE OF OLD BINGHAM HIGHWAY; S
 23-55'09" W 454.62 FT; N 66-04'51" W 127.02 FT; W 601.74 FT;
 N 248.92 FT; N 45- E 563.72 FT TO BEG. 9.15 AC M OR L.
 5722-0825 6083-25 6083-0027 6083-1782 6100-2010 6357-1340
 6357-1351

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

BK8346PG6025

VTDI 21-32-226-001-0000	DIST 37		TOTAL ACRES	6.78
BROADMOOR VILLAGE APARTMENTS	PRINT	UPDATE	REAL ESTATE	950000
LLC		LEGAL	BUILDINGS	14677600
	TAX CLASS	NE	MOTOR VEHIC	0
399 N MAIN ST # 200	EDIT 1	FACTOR BYPASS	TOTAL VALUE	15627600

LOGAN UT 843213916

LOC: 3375 W 7800 S EDIT 1 BOOK 7094 PAGE 1784 DATE 02/07/1995

SUB: TYPE UNKN PLAT

03/06/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG S 89-57'09" W 1400.44 FT & S 40 FT FR NE COR OF SEC 32,
T 2S, R 1W, S L M; N 89-57'09" E 521.83 FT; S 222.4 FT; S
23-55'09" W 472 FT; S 66-04'51" E 210 FT TO W'LY LINE OF OLD
BINGHAM HIGHWAY; S 23-55'09" W 46.5 FT; N 66-04'51" W 441
FT; N 63.04 FT; N 67-30' W 108.71 FT; N 497.63 FT TO BEG.
6.78 AC M OR L. 5722-0825 6083-25 6083-0027 6083-1782
6100-2010 6357-1340 6357-1351

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

BK8346PG6026

VTDI 21-32-226-006-0000 DIST 37

BROADMOOR VILLAGE APARTMENTS PRINT UPDATE
LLC TAX CLASS LEGAL

TOTAL ACRES 0.14
REAL ESTATE 24900
BUILDINGS 0
MOTOR VEHIC 0
TOTAL VALUE 24900

399 N MAIN ST # 200 EDIT 1 FACTOR BYPASS

LOGAN UT 843213916

LOC: 3375 W 7800 S EDIT 1 BOOK 7094 PAGE 1784 DATE 02/22/1995

SUB: TYPE UNKN PLAT

03/06/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG S 89-57'09" W 807.88 FT & S 620.92 FT FR NE COR SEC 32,
T 2S, R 1W, SLM; N 66-04'51" W 210 FT; N 23-55'09" E 41 FT;
S 24- E 17.91 FT; S 66-04'51" E 196.71 FT; S 23-55'09" 29 FT
TO BEG. 0.14 AC M OR L. 6357-1348 6357-1348-1351 .

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

7589316
03/06/2000 03:20 PM 28.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AT&T
1165 E WILMINGTON AVE #295
SLC UT 84106
BY: ADB, DEPUTY - WI 9 P.

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