

TELECOMMUNICATIONS SERVICES AGREEMENT

THIS TELECOMMUNICATIONS SERVICES AGREEMENT (the "Agreement") is made this 24th day of July, 2000, by and between CoxCom, Inc. d/b/a Cox Communications Gainesville/Ocala ("Cox") and Clayton Kallman ("Owner").

WHEREAS, Cox, itself and/or through its affiliates, is a full-service provider of telecommunications services including, but not limited to, cable television service pursuant to a franchise (the "Franchise") from the appropriate governmental entity and is permitted by the Franchise and/or other applicable laws to make such telecommunications services (the "Services") available to commercial properties and residents in the Franchise area; and

WHEREAS, Owner holds title to, or is the authorized managing agent for Owner of, the real property located at 111 NW 16th Street, Gainesville, Florida 32603, which presently includes improvements located thereon totaling 107 multiple dwelling units commonly known as Looking Glass Apartments (collectively, the "Premises") and which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, Owner desires to grant to Cox an easement and access to the Premises to sell and provide Services directly to tenants and other persons renting or leasing a residential dwelling unit from Owner ("Tenant(s)"); and

WHEREAS, Cox is willing and desires to provide Services to Tenants at the Premises upon the terms and conditions set forth hereafter; and

WHEREAS, the parties desire to establish the ownership of certain facilities and equipment installed by Cox or its predecessors within the Premises.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose, Term of Agreement and Rates. The purpose of this Agreement is to state the terms and conditions under which Owner will provide an easement and access to the Premises to Cox and Cox will make Services available to units and Tenants in the Premises. It is understood that payment for Services shall be the responsibility of Tenants.

This Agreement shall commence on July 31, 2000, and terminate on July 30, 2010. At the end of the original term, or any successive term, this Agreement will automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days prior to the expiration of the previous term (the "Term"); provided, however, that if at any time during the original Term of this Agreement (or a successive one-year Term) a third party is providing services to Owner or to Tenants in competition with any Services then being provided by Cox to the Premises, the Term of this Agreement shall thereafter continue to the end of the term of the Franchise, and any renewal or extension thereof.

Cox shall provide Services to any Tenants who desire to subscribe to any Services as may be offered by Cox at the Premises from time to time. Such Services will be provided in accordance with the Franchise, applicable law and the rules and regulations of the Federal Communications Commission ("FCC"). The Services Cox provides shall be at the rates Cox lawfully establishes from time to time. Cox retains the right to control, add to, delete and/or change the Services. Cox shall give proper notice of any changes in rates or Services to Tenants. Fees shall be due and payable in advance pursuant to a separate agreement executed by Cox and each Tenant subscribing to Services. Owner acknowledges and agrees that Services to any Tenant may be terminated for Tenant's failure to pay for Services or to otherwise abide by the provisions of Cox's agreement with Tenant.

If Owner requests services other than those specified in this Agreement, Cox may furnish such additional services at its established rates then in effect or, in the absence of established rates, at a reasonable charge as Cox determines.

353	Hospital Per Day 10 to 60 lbs
355	Hospital Per Day 100 lbs or >
354	Hospital Per Day 60 to 100 lbs
356	Hospital Per Day - Day Patient
357	Hospital Per Day - Intensive C.
358	Hospital Per Day - Special C.
363	Isolation Services
716	Rabies Quarantine
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DW-1027	Diazepam
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600	Tails (Neonatal)
592	Tails and Declaws (Neonatal)
594	Tumor Removal - External
595	Tumor Removal - Internal

Notes:

Meds:

Departing Instructions:

2. Grant of Easement and Access Rights.

Owner grants to Cox and its successors and assigns, a perpetual, non-exclusive easement across the Premises for use in delivery of Services to Tenants at the Premises and/or to facilitate the delivery of Services to other properties. The easement extends throughout the Premises (both land and improvements), including raceways, common areas, equipment rooms, equipment buildings, utility areas and other spaces on, in and over the Premises, as reasonably necessary or useful for the location, relocation, installation, maintenance, repair, upgrading, monitoring, operation and removal of the Distribution System (defined below), subject to the limitations in this Agreement on location of the Distribution System. Owner further grants to Cox free right of access, ingress and egress to and from the Premises for marketing of Services at the Premises (including door-to-door sales and activities and placement of Cox literature in the management office located on the Premises), subject to the limitations contained in this Agreement. The terms of this Agreement shall be deemed to be covenants running with the land constituting the Premises. The provisions of this Section 2 shall survive the expiration or earlier termination of this Agreement.

3. Distribution System and Inside Wiring.

A. "Distribution System" shall mean (1) all distribution plant and associated electronics, equipment and wiring installed or provided by Cox or its predecessors which is necessary to distribute Services throughout the Premises, but specifically excluding Inside Wiring defined below, and (2) all customer reception equipment furnished to Tenants by Cox at the Premises. The installation of the Distribution System and Inside Wiring by Cox will meet all applicable FCC specifications and will be installed in a good, workmanlike manner.

B. Ownership of the Distribution System shall at all times be and remain in Cox and shall be used exclusively by Cox operations unless such Distribution System is transferred by Cox as provided herein.

C. Upon expiration of this Agreement, or upon its termination for any reason, Owner shall have the option to purchase the Distribution System (excluding customer reception equipment) at a cost equal to the replacement cost of the Distribution System (including materials and labor). Owner must give Cox written notice of its election to exercise its purchase option at least fifteen (15) days prior to the expiration or termination of this Agreement or such option shall be deemed waived. If Owner fails to exercise its option to purchase the Distribution System as provided herein, Cox shall, at Owner's option, either (i) leave the Distribution System in place or (ii) remove any or all of the Distribution System at Owner's expense. If Cox leaves any or all of the Distribution System in place upon expiration or termination, such Distribution System (i) shall not be deemed to be abandoned by Cox, (ii) shall remain the sole property of Cox at all times and (iii) shall not be used by Owner or any third party without Cox's prior written consent.

D. "Inside Wiring" shall mean that wiring located within a Tenant's dwelling unit and including wiring up to a point at or about 12 inches outside of where the wire enters the Tenant's dwelling unit, but shall not include wiring that is part of a "loop through" system. Ownership of Inside Wiring shall at all times be and remain in Owner. Owner shall be responsible for the repair and maintenance of the Inside Wiring in a good, workmanlike manner in accordance with all applicable codes, regulations and laws.

4. Maintenance and Repairs. Cox at its expense will maintain the Distribution System in a good, workmanlike manner in accordance with all applicable codes, regulations and laws. Any damage caused to the Premises by Cox during installation, maintenance, repair, or removal of the Distribution System will be repaired to Owner's reasonable satisfaction.

5. Promotional Materials. Owner shall submit for Cox's review and approval prior to use all proposed advertising and promotional materials for the Premises or its dwelling units which refer to Cox's Services.

6. Cable Television Programming. Owner acknowledges that Cox's performance of this Agreement may be subject to the rules and regulations of federal, state or local regulatory powers and that Cox is not guaranteeing the provision or availability of any particular program or channel. The cable television service initially available to the Premises will consist of Cox's current channel lineup which may be modified from time to time solely at Cox's discretion. Cox's

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L1048	Parvovirus Test (Cite)
220	PCV/Cnt - Total Protein
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channel lineup may not be changed or altered by Owner or others without Cox's prior written permission. It is specifically understood that in providing cable television service, Cox makes use of certain programming owned by others. Owner agrees that it will make no claims nor undertake any legal action against any person or entity, including Cox, if certain programming is interrupted, discontinued or substituted; provided that Cox will provide to Owner its standard cable television channel lineup at all times.

7. Interference. Owner will not use, or permit others to use, any equipment that causes interference or is otherwise incompatible with the Distribution System, the reception equipment, or Cox's right to provide Service under this Agreement. Owner shall not move, disturb, alter, change, or connect any other device to the Distribution System nor authorize or permit anyone to do so.

8. Insurance. Cox shall maintain public liability and property damage insurance to protect Owner against loss or damage resulting from the installation, operation or maintenance of the Distribution System on the Premises. Owner shall maintain "all risk" insurance which will fully protect Cox against damage or destruction to the Distribution System.

9. No Agency. Cox and Owner are independent business entities and neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval.

10. Force Majeure. Cox shall have no liability to any person for failure to meet any of its obligations under this Agreement, where such failure is the result, in whole or part, of any labor dispute, failure of usual sources of supply, war, riot, insurrection, vandalism, commotion, fire, flood, earthquake, accident, storm, loss of the right to use rights of way or to make pole attachments, act of God or government, or any other cause beyond Cox's reasonable control.

11. Owner's Warranties. Owner warrants that (i) it holds all rights and has full authority to execute this Agreement and to grant the rights herein granted; (ii) this Agreement constitutes and shall constitute a binding obligation of Owner; and (iii) there are no prior or existing agreements, nor will there be any such agreements during the Term, with Tenants or third parties that would be breached or violated by the execution of this Agreement or by Cox's providing Services to the Premises.

12. Indemnification.

A. Owner agrees to indemnify, defend and hold Cox harmless from and against all claims, suits, proceedings, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) arising, in whole or in part, out of or in connection with (i) the renting, leasing or purchasing of Owner's residential dwelling space or units, (ii) injuries or damage to Cox's employees, agents or the Distribution System resulting from the condition of the Premises or the acts or omissions of Owner, its employees or agents, or (iii) Owner's breach of this Agreement.

B. Cox agrees to indemnify, defend and hold Owner harmless from and against all claims, suits, proceedings, liabilities, losses, costs, damages and expenses, including reasonable attorneys' fees, arising out of or in connection with (i) Cox's provision of Services or (ii) Cox's breach of this Agreement.

The provisions contained within this Section 12 shall survive the expiration or termination of this Agreement.

13. Cooperation - Memorandum of Agreement. Owner and Cox agree to cooperate fully and promptly in carrying out this Agreement. Owner agrees to execute any and all documents as may reasonably be requested by Cox to evidence and effectuate the rights granted to Cox under this Agreement including, but not limited to, the execution of the Memorandum of Agreement attached hereto as Exhibit "B" for the purpose of recordation.

14. Acceptance. Owner agrees that the mutual benefits, promises and covenants contained in this Agreement constitute full and adequate consideration to Owner for the rights granted to Cox hereunder and hereby waives any rights which it may have to any additional consideration or compensation from Cox.

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15. Additional Facilities. If Owner adds dwelling units to or adjacent to the Premises, this Agreement shall, at Cox's option, extend to all such dwelling units added.

16. Notices. Any consent, election or notice required or permitted to be given under this Agreement shall be in writing and sent by certified or registered mail or via overnight express courier addressed to the address included at the end of this Agreement, or to such other address or addresses as shall, from time to time, be furnished in writing by the party to receive such notice to the other party.

17. Default. Subject to Section 10, if either party fails to perform or observe any of the material conditions or agreements to be performed or observed by it hereunder (the "Defaulting Party") and such failure is not cured within thirty (30) days after receipt of written notice from the other party (the "Non-defaulting Party"), the Non-defaulting Party, in addition to any other rights at law or equity it may have, shall have the right to immediately terminate this Agreement.

18. Confidentiality. Owner shall not disclose any of the terms of this Agreement to any third party without the prior written consent of Cox.

19. Miscellaneous. This Agreement shall bind and benefit the parties and their respective successors and assigns, regardless of whether such successors and assigns expressly agree to be bound by the Agreement. Cox may assign this Agreement and all of its rights hereunder without Owner's consent to any entity which controls, is controlled by or is under common control with Cox or to any entity pursuant to a merger, sale or exchange of stock, or sale or exchange of assets. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement may not be amended except by a written instrument executed by both parties. Failure of Cox to exercise any of its remedies as set forth in this Agreement or at law or in equity in the event of any default by Owner shall not constitute a waiver of the right of Cox to exercise the same in the event of a subsequent default by Owner. The prevailing party in any action brought under this Agreement shall be entitled to recover from the other party reasonable attorney's fees, costs and necessary disbursements. This Agreement shall be governed by the laws of the state in which the Premises are located except where the laws of the United States have precedence. This Agreement and the obligations of the parties shall be subject to all applicable laws, regulations, court rulings, administrative orders, and presidential decrees, as they may be amended from time to time.

COXCOM, INC. d/b/a Cox
Communications Gainesville/Ocala

OWNER

By: _____
Gary E. Cassard
Its: Vice Pres. & General Manager
Address: 2300 NW 71st Place
Gainesville, FL 32606
Telefax: 352-381-9037
Date _____

By: _____
Print Name: _____
Its: _____
Address: _____

Telefax: _____
Date: _____

Exhibit "A"

[Legal Description]

COLLEGE PARK PB A-9 LOT 16 BK 6 OR 1734/201

PORTER SURVEY PB A-67 LOT 55 OR 1734/201

PORTER SURVEY PB A-67 LOTS 56 57 58 59 OR 1163/0944 & N 1/2 OF NW 1ST PL BETWEEN NW 16TH ST & NW 15TH TERR OR 1734/0201 & THE N 1/2 OF NW 1ST PL BETWEEN NW 15TH TERR & NW 15 ST & THE S 1/2 OF NW 2ND AVE BETWEEN NW 15TH TERR

COLLEGE PARK PB A-9 LOT 8 9 BK 6 OR 1734/201

WHEN RECORDED RETURN TO: Randy Chittum Cox Communications Gainesville/Ocala 2300 NW 71 st Place Gainesville, FL 32606	
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MEMORANDUM OF AGREEMENT
(FLORIDA)

PLEASE TAKE NOTICE that Clayton Kallman ("Owner") and CoxCom, Inc., d/b/a Cox Communications Gainesville / Ocala, a Delaware corporation ("Cox Communications") have entered into a Telecommunications Services Agreement (the "Agreement") dated July 24, 2000, which, in accordance with its terms, entitles Cox Communications to provide cable television and other telecommunications services throughout the property described on Exhibit A attached hereto and incorporated herein by this reference. Among other things, the Agreement provides Cox Communications with rights of ingress and egress to the property necessary or useful to provide such service and maintain its equipment and other facilities and provides for ownership of the facilities on the property used in providing such services. The Agreement binds any successors and assigns of the Owner in accordance with its terms. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

Cox Communications requests that it receive notice of any pending trustee or foreclosure sale or receivership, bankruptcy or other proceeding affecting the property, sent to the address above.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year above written.

Signed, sealed and delivered
 in the presence of:

CoxCom Inc., dba Cox Communications
 Gainesville/Ocala, a Delaware corporation

 Witness
 Print Name: _____

By: _____
 Gary E. Cassard

Its: Vice President and General Manager
 Address: 6020 NW 43rd St., Gainesville, FL 32653
 2410 SW 27th Ave., Ocala, FL 34478

 Witness
 Print Name: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing Memorandum of Agreement was acknowledged before me this _____ day of _____, 20____, by Gary E. Cassard, Vice President and General Manager of CoxCom, Inc., d/b/a Cox Communications Gainesville/Ocala, a Delaware corporation, on behalf of the corporation. He/she is personally known to me, or produced _____ as identification.

Witness my hand and official seal in the County and State aforesaid, this _____ day of _____, 20____.

_____[SEAL]
Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

CoxCom, Inc., dba Cox Communications
Gainesville/Ocala, a Delaware Corporation

Witness
Print Name: _____

By: _____
Gary E. Cassard
Its: Vice President and General Manager
Address: 6020 N 43rd Street
Gainesville, FL 32653

Witness
Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing Memorandum of Agreement was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ Corporation, on behalf of the _____. He/she is personally known to me, or produced _____ as identification.

Witness my hand and official seal in the County and State aforesaid, this ____ day of _____, 20____.

_____[SEAL]
Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

a _____ Corporation

Witness
Print Name: _____

By: _____

Its: _____

Address: _____

Witness
Print Name: _____
