

Dan Jolte

REGISTER OF DEEDS

2001 DEC 28 P 4: 29

LINCOLN COUNTY, NE

INST. NO 2001

079187

\$30.50

BLOCK

Chateau
CODE
CHECKED

ENTERED

EDITED

Change CAPS

Chateau 1st Addition Lot 5

CABLE TELEVISION INSTALLATION AND SERVICE AGREEMENT

BULK BILLED UNITS

This Agreement is entered into this 1st day of August 2001, by and between Time Warner Cable -- Nebraska Division, a division of Time Warner Entertainment/Advance Newhouse, hereinafter called ("Time Warner Cable") and Chateau Development, LLC, hereinafter called ("Facility").

WHEREAS, Time Warner Cable operates a cable television system in Lincoln, Nebraska pursuant to a Franchise dated August 5, 1985, enacted by the City of Lincoln ("Franchise"); and

WHEREAS, Facility owns and operates 887 apartment units in Lincoln, Nebraska consisting of: Charleston Court, 1025 N. 63rd Street; Adriana Court, 56th & Holdrege Street; Chateau LaFleur, 1025 No. 63rd Street, Chateau Meadows, 6100 Vine Street; Chateau LaFleur Townhouses, 6100 Vine Street; Chateau Gardens, 825 N. Cotner Blvd., Alena Court, 72nd & Van Dorn Street, Lincoln, Nebraska (the "Premises"). Alena Court Apartments will be adding 324 additional units during the term of this Agreement. All additional apartment units will be inclusive to the terms contained herein, and will be billed at the (then) current bulk rate. All additional units will begin bulk billing as the apartments become finished and available for occupancy.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants provided herein, the parties agree as follows:

I. TERM

The initial term of this Agreement is for a period of five years, commencing on the date hereof. This Agreement shall be automatically renewed on a month to month basis beginning on the anniversary date hereof, unless earlier terminated as provided in Section 9 (nine) hereof.

In the event of termination prior to 1st day of August 2006, by Facility without cause or by Time Warner Cable by reason of Facility's breach of this Agreement, Facility agrees to pay to Time Warner Cable upon demand \$ - 0 - , or the unamortized portion thereof. Such amount will represent liquidated damages for unrecovered costs of installation and service due to early cancellation. Time Warner Cable may also pursue any other remedy to which it may be entitled pursuant to law or this Agreement.

Jerry Fischer