

\$15.50



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LANCASTER COUNTY, NE

Bel-mar Third ADD Block 1 Lot 1 EX W395' and EX E175.4' (located in the SE corner) and EX N10' and EX W30' E385' S50' N60'

CABLE TELEVISION INSTALLATION AGREEMENT

Agreement, dated May 9, 2003 between Time Warner Cable a division of Time Warner Cable, a division of Time Warner Entertainment Company, L.P. ("Time Warner Cable") and Superior Place Apartment L.P. ("Owner"). In consideration of the mutual promises and conditions hereinafter set forth, and payment of \$1.00 and other good and valuable consideration by Time Warner Cable to Owner, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Chg Cash

1. Premises. Owner owns apartments or condominiums known as Superior Place Apartments whose address is 1501 Superior Street, Lincoln, Nebraska, described as apartments consisting of 156 units, including any additional units added in the future (the "Premises"). (Use exhibit, if necessary, to provide a complete legal description of the Premises.)

2. Cable System. Time Warner Cable operates a cable television system in the City of Lincoln pursuant to a Franchise dated August 5, 1985 (the "Franchise"). Time Warner Cable will design, install, upgrade and maintain equipment (the "Equipment") reasonably required to furnish cable television service to the Premises. The Equipment shall at all times remain the property of Time Warner Cable; service and maintenance of the Equipment will be provided by Time Warner Cable in accordance with the provisions of the Franchise.

3. Easement; Access. Owner hereby grants to Time Warner Cable an unrestricted easement in gross covering routing necessary for installation of the equipment hereunder. In connection with the initial wiring, Owner will accompany Time Warner Cable employees into any unoccupied residential unit. After initial wiring, Owner shall provide access to the Premises so that Time Warner Cable may install Equipment, market cable services, or maintain or remove the Equipment at such times as Time Warner Cable shall determine during the term of this Agreement, or an successive renewals. During the term of this Agreement, all equipment and wiring installed by Time Warner Cable shall remain the sole property of Time Warner Cable, and shall only be used by and for the benefit of Time Warner Cable and shall not be interpreted to be attached or annexed to the Premises as real property. Time Warner Cable has the option, but not the obligation, of the removal at its expense, any and all of the Equipment placed on the Premises by Time Warner Cable. Upon termination of this Agreement, the internal distribution system shall become sole property of Owner. The internal distribution system shall be defined as all cable wiring located inside the building or any cable wire that is attached to the building and extends up to 18 inches outside of the building.

4. Damage to Premises or Equipment. Any damages to the Premises caused by Time Warner Cable, its agents or employees, will be repaired by Time Warner Cable. Any damages to the Equipment caused by Owner will be promptly repaired to the reasonable satisfaction of Time Warner Cable at Owner's expense. Owner will take reasonable precautions to notify its agents, employees or tenants of the location of the Equipment. Time Warner Cable shall hold harmless and indemnify Owner from and against any and all damage or claims for damages asserted by reason of Time Warner Cable's construction and maintenance of the cable system, except loss or damage arising from a negligent act of Owner.

*Time Warner

5. Interference. Time Warner Cable may, at its option, utilize or modify any master antenna (MATV) system presently on the Premises if necessary to facilitate distribution of Time Warner Cable's service. If any such MATV system interferes with Time Warner Cable's service hereunder, Owner will remove or repair the MATV system at Owner's expense in order to eliminate such interference. Owner agrees not to install or to permit the installation of any other antenna, transducer, or signal amplification system for use in connection with television or radio equipment that may interfere with the service provided by Time Warner Cable, without the express written consent of Time Warner Cable. The purpose of this clause is to avoid the installation of any incompatible system which might interfere with the services provided by Time Warner Cable.

6. Term; Termination; Successors. This Agreement shall continue for a period of ten (10) years from date hereof, and shall automatically renew for successive one (1) year periods unless either party gives written notice to the other party at least 90 days prior to the expiration of the previous term, or any successive renewals. Time Warner Cable may transfer this agreement by written notice to Owner. If Owner sells, transfers or encumbers the Premises, such sale or encumbrance will be made subject to continuation of this Agreement, and in connection therewith, this Agreement may be recorded in the real property records of Lancaster County, Nebraska.

7. Removal of Equipment. Upon any termination hereof, Time Warner Cable, at its option, may remove any or all of the Equipment from the Premises except the internal distribution system, and Owner shall grant Time Warner Cable reasonable access for such removal.

8. Miscellaneous Provisions. Time Warner Cable shall not be liable for any failure to perform hereunder arising from causes beyond its control. The agreement may not be amended except by an agreement in writing signed by the parties. This agreement shall be governed by the laws of the State of Nebraska.

9. Service. Time Warner Cable's services shall be comparable to that provided to similarly situated properties within the immediate area. If Time Warner Cable's services are found not to be comparable, then Owner may terminate Agreement. Time Warner Cable shall offer the residents the same services that are available to any regular Lincoln residential subscriber. Individual residents on the Premises, upon the property site, may subscribe for services directly with Time Warner Cable. Arrangements for hooking up, serving and billing individual residents of the Premises shall be made directly between Time Warner Cable and such residents. Time Warner Cable shall be solely responsible for the collection of any fees or charges from individual subscribers who reside on the Premises, Owner is not responsible for the costs of these services or any delinquent amounts associated with an individual tenant's services.

TIME WARNER CABLE

By: [Signature]
President

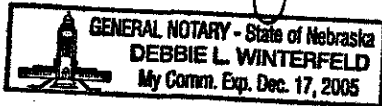
WITNESS:

State of Nebraska)
County of Lancaster)

On May 23, 2003, before me a Notary Public in and for said County and State, personally appeared Beth Scarborough, known to me to be the President of Time Warner Cable and acknowledged to me that she executed this document on behalf of said corporation.

WITNESS my hand and official seal.

[Signature] Notary Public



OWNER

By: [Signature]
Title: [Signature]

WITNESS:

State of Nebraska)
County of Douglas)

On May 21, 2003, before me a Notary Public in and for said County and State, personally appeared Nathan P. Dodge known to me to be the President of NP Dodge Mgmt. Co. and acknowledged to me that he/she executed this document on behalf of said corporation.

WITNESS my hand and official seal.

[Signature] Notary Public

