

LANCASTER COUNTY, NEB  
Dan Maltz  
REGISTERED SURVEYOR

# 42.00

BLOCK

Cablevision

INST. NO 97

CODE

BETHANY  
CHECKED

FEB 3 11 10 AM '97

003899

ENTERED

EDITED

KX

Legal to Bethany Heights Blk EXCLUSIVE  
56 Lot 7 and W 1/2 Lot 8 Blk 55 (67th St and Allis Ave)

STANDARD COMMERCIAL AGREEMENT  
(APARTMENT COMPLEX)

L1-12 858

This agreement is entered into on this 30<sup>th</sup> day of August, 1995, by and between Time Warner Entertainment - Advance/Newhouse d.b.a. Cablevision 5400 S. 16th St. Lincoln, Nebraska, 68512 (the Company) and COTNER CENTER CONDOMINIUM'S 1540 N COTNER BLVD LINCOLN, NEBRASKA 68505 (Subscriber).

In consideration of the specified sums to be paid by the Subscriber, and the other provisions of this Agreement, the Company hereby agrees to provide its basic cable television service to the Subscriber, and premium services directly to tenants, at the premises shown above (Premises) on the terms and conditions provided herein.

1. Service; Charges - Subscriber hereby grants the Company the exclusive right to provide cable television service to the Premises and agrees to pay the monthly rate established by the Company for apartment complexes. Charges will be billed monthly in advance and will be due and payable by the 10th of the month for which service is being billed. Any tax levy on outlets or service shall be added to the charges.

Current charges are shown on Schedule A. The Company may increase monthly rates upon thirty (30) days prior written notice. Such increases shall go into effect automatically unless the Company is notified by Subscriber in writing during

the thirty (30) day period that Subscriber desires to terminate all service provided hereunder on the effective date of the increase. The Company may terminate this Agreement or suspend service if the Subscriber is delinquent in the payment of any bills.

2. Repairs - Subscriber agrees to permit authorized representatives of the Company access for periodic inspections and repairs of wiring and equipment either inside or outside the place of attachment. Such inspections and repairs shall be made free of charge to the Subscriber. Subscriber further agrees to give the Company access to unrented apartments and cooperate in obtaining access to rented apartments so that the Company may recover converters from delinquent or illegal accounts.

3. Wiring and Equipment - Subscriber agrees that the equipment and wiring are solely for use in connection with the Company's service and may not be used for any other purposes without the Company's written permission.

4. Subscriber's Warranty-Subscriber warrants that it owns the Premises installed and/or has obtained the valid consent of all the owners and lien holders thereof for the installation, maintenance, inspection, repairs and removal of the equipment and wiring.

5. Existing MATV System - If the premises are currently served by a master antenna television reception system, the Company will inspect such system prior to installation of its

equipment. If the Company determines that such system is not suitable for the provision of its cable service, the Company may cancel this Agreement unless the Subscriber agrees to correct any defects or upgrade the MATV system at its cost. If the MATV system is used by the Company, the Company shall be entitled to use, alter and maintain such system as if it had been originally installed by the Company.

6. Termination - This Agreement shall be for a term of 5 years, after which time either Subscriber or the Company may terminate this agreement for any reason by giving notice in writing at least thirty (30) days in advance of the termination date.

7. Additional Service

The parties agree that any subsequent installation or relocation of outlets will be made only at the request of the Subscriber and will be subject to the terms and conditions of this Agreement.

8. General Provisions

A. Subscriber agrees that it will not disturb, alter or remove the wiring or equipment, that it will adequately safeguard them against others, that it will not hire or permit any one other than authorized Company personnel to perform work thereon, and that the Subscriber will not connect more than one television to a terminal.

B. The Company agrees to use reasonable diligence to provide quality and continuity of service. In the event of failure of service in whole or in part, the Company shall not be liable for the same; however, if service is discontinued by reason of faulty equipment for more than one week, Subscriber shall be entitled to reimbursement prorated against the monthly charge. The continued availability of any particular programming is not guaranteed.

C. This Agreement shall be binding upon the successors and assigns of the parties hereto.

D. Any notices given in connection with this Agreement shall be sent to the addresses shown above; Attention: Office Manager. The Company may rely on authorizations of the Premises Manager given in connection with this Agreement.

E. In the event a tenant of the Subscriber receiving premium services shall fail to make any payment therefore, Subscriber agrees that the Company shall have the right to disconnect all service to such tenant until such time as all amounts due and owing are paid in full. Premium services are those optional programming services offered by the Company to tenants in addition to the services purchased by Subscriber.

F. The Company agrees to restore any of the premises to substantially the original condition after completion of any work.

G. This Agreement shall be governed and construed in accordance with the laws of the state where the Premises are located.

IN WITNESS WHEREOF, the parties hereto enter into and executed this Agreement on the date set forth above.

Time Warner Entertainment-Advance/Newhouse d/b/a. (Company)  
Cablevision

Title: President Lincoln Division

By: [Signature]

Star Center Condominiums  
(Subscriber)

Title: Administrative

By: Betty M. Hardin

**SCHEDULE A**  
**A1064**

COMMENCEMENT DATE: SEPTEMBER 1, 1995  
TERMINATION DATE: SEPTEMBER 1, 2000  
NUMBER OF OUTLETS: 104

**SERVICES TO BE PROVIDED:**

FULL BASIC CABLE: \$13.34 x 104 CURRENT RATE: \$1,387.36

PREMIUM SERVICE:

CURRENT RATE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Programming availability not guaranteed)

# AFFIDAVIT

On the 30<sup>th</sup> day of August, 1995, when this Agreement was entered into by and between Cotter Center Condominiums and Lincoln CableVision, notarization was not standard company policy, and therefore an official State of Nebraska Notary Public Seal will not appear on said Agreement.

Cablevision of Lincoln Nebraska

By: Richard Bates

Title: OPERATIONS MANAGER

WITNESS:

State of Nebraska County of Lancaster  
On 23, 1997 before me, a Notary Public,  
in and for the County and State personally  
appeared Richard Bates  
known to me to be the Oper. Mgr of  
**CABLEVISION** and acknowledged to me that  
he/she executed this document on behalf of said  
corporation, WITNESS my hand and official  
seal.

Billie J. Hazelwood  
Notary Public

