

\$10.50

Dan Jalta

REGISTER OF DEEDS

2002 NOV 13 P 4 50

LANCASTER COUNTY, NE

INST NO 2002

080748

Irregular Tract Lot 55 NE 14-9-6

BLOCK
CODE
CHECKED
ENTERED
EDITED

Chg Cabo

CABLE TELEVISION INSTALLATION AGREEMENT

Agreement, dated 10/15/2002 between Time Warner Cable a division of Time Warner Cable, a division of Time Warner Entertainment Company, L.P. ("Time Warner Cable") and *WXI/MCN Multifamily Real Estate Limited Partnership* ("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:

1. Premises. Owner owns apartments or condominiums known as Ruskin Place Apartments whose address is 1001 Norwood Dr., Lincoln, NE 68512 described as apartments consisting of 270 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. Arrangements for hooking up, serving and billing individual residents of the Premises will be made directly between Time Warner Cable and such residents.
3. Right of Access. Owner hereby grants to Time Warner Cable an unrestricted right of access 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 portions of the Premises reasonably necessary to allow Time Warner Cable to install Equipment, market cable services, or maintain or remove the Equipment at such times, as Time Warner Cable shall determine. All equipment and wiring services installed by Time Warner Cable, including but not limited to the internal distribution system shall remain the sole personal 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.
4. Damage to Premises or Equipment. Time Warner Cable will repair any damages to the Premises caused by Time Warner Cable, its agents or employees. 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.
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, 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 the duration of the Franchise and any extensions thereof unless Time Warner Cable shall determine that it is technically or economically impractical to continue to provide service hereunder. 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 the Agreement. This Agreement may not be recorded in the real property records of Lancaster County, Nebraska or any other records.
- 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, 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.

TIME WARNER CABLE

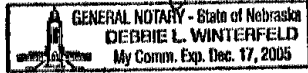
By: Beth Scarborough
President

WITNESS:
State of Nebraska)
County of Lancaster)

On Oct. 21, 2002 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.

Debbie L. Winterfeld Notary Public



OWNER:

WXI/MCN Multifamily Real Estate Limited Partnership, a Delaware limited partnership
By: James A. Kjalhede
L.L.C., a Delaware limited liability company,
General Partner

By: James A. Kjalhede
Title: Assistant Vice President

WITNESS:
State of Nebraska Texas)
County of Lancaster Dallas)

On 10/14/02 before me a Notary Public in and for said County and State, personally appeared James A. Kjalhede known to me to be the Ass't Vice President of WXI/mcn multifamily real estate limited executed this document on behalf of said corporation.

WITNESS my hand and official seal.

Maribeth V Pirtz Notary Public

