

CABLE TELEVISION INSTALLATION AGREEMENT

Agreement dated 11/30, 1991, between JAMES HUGHES ("Owner"), and CABLE TV FUND 15-A, LTD., a Colorado limited partnership ("Operator").

RECITALS

WHEREAS, prior to the erection of the existing nine (9) building apartment complex, the common areas of which are under the jurisdiction and control of the La Grange Court Homeowner's Association ("Association"), a three (3) year court battle occurred between the developer of the complex and the Village of La Grange, Illinois; and

WHEREAS the court case entitled, Rotolo vs. Village of La Grange, designated as Case No. 73L2326, resulted in the parties thereto entering into an agreement which resulted in the dismissal of the law suit; and

WHEREAS, by Ordinance No. 076-11 ("Ordinance") the Village of La Grange rezoned the then vacant property to permit the erection of the extant nine (9) building apartment complex; and

WHEREAS, the Ordinance created a new subdivision for the nine (9) building apartment complex, commonly known as La Grange Court, the legal description of which is set out on Exhibit A attached hereto and made a part hereof ("Premises"); and

WHEREAS, the principal restrictions in connection with this Agreement are as follows:

- (a) The Village of La Grange insisted upon the creation of a Declaration of Easements, Covenants and Restrictions ("Declaration") which placed the jurisdiction and operational responsibility for all portions of the Premises not covered by buildings in the hands of a Board of Managers ("Advisors"), and, for purposes of this Agreement, Advisors are one and the same as Association;
- (b) The Declaration further gave sole authority to the Advisors to grant easements to any utility;

Return to:

Jones Intercable, Inc.
Attn: Legal Department
9697 East Mineral Avenue
Englewood, CO 80112

Don Sullivan 3700

DEPT-01 RECORDINGS \$37.00
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COOK COUNTY RECORDER

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- (c) The Declaration requires that it shall be the obligation of the Advisors to have jurisdiction of all utility installations constructed after the erection of the apartment complex;
- (d) Paragraph 15 of Section Six of the Ordinance requires that all utilities be installed underground; and

WHEREAS, Association has entered into an agreement with Operator in substantially the same form as this Agreement whereby Operator may install a cable television system, as defined below, throughout the Premises.

NOW THEREFORE for and in consideration of the mutual promises and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Apartment Building. Owner owns an apartment building in La Grange Court consisting of four (4) apartments ("units"), including any additional units which might be built in the future, having an address of 544 South La Grange Road, La Grange, Illinois ("Building").

2. Cable System. Operator operates a cable television system in the Village of La Grange, Illinois pursuant to a Franchise dated October 25, 1982 (the "Franchise"). Operator will design, install and maintain all equipment including, without limitation, all wiring, cable, connectors, pedestals, earth stations, amplifiers, conduits and other facilities, and all replacements, extensions, upgrades or additions to the facilities (the "System"), reasonably required to furnish cable television service to the units in the Building located on the Premises. The System will be installed underground throughout the Premises. Prior to installation of the System, Operator shall use best efforts to locate existing underground utilities, and should Operator damage any such utilities, Operator shall repair the same to the satisfaction of the respective utility company owning same and Operator shall restore the Premises to the reasonable satisfaction of Association, all at Operator's expense. The System shall at all times remain the property of Operator. Service and maintenance of the System will be provided by Operator at Operator's expense.

3. Cable Television Service. Operator shall provide service as agreed by Operator and any unit occupant. Service

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will be provided pursuant to separate agreements between Operator and the unit occupants, which agreements will govern the contractual relations between those parties for the service contemplated thereby. Operator shall have the right to conduct door-to-door marketing of its service to the units.

4. Easement; Access. Owner hereby grants and conveys to Operator, to the extent Owner has an interest in the real property comprising the Premises, a non-exclusive easement in, on, over, under, across and through the Premises for the purposes of construction, installation, maintenance, operation, repair, replacement, upgrading, expansion and removal of the System, together with the rights of ingress and egress thereto. The centerline of the easement will be the actual location of the System, and the easement granted hereby will be five (5) feet on each side of the centerline. Owner shall provide, and shall cause others to provide, access to and from the Premises and Building so that Operator may install the System within the Building and units, market cable services, or maintain, expand, upgrade or remove the System at such reasonable times as Operator shall determine. Operator shall also have the right to keep the System free from all trees, bushes, structures and other obstructions that may endanger or hamper operation of the System, provided Operator has first obtained the written consent of Association. Owner and Operator agree that this provision is to be a covenant running with the land.

5. Damage to Premises, Building or System. Operator shall use best efforts not to damage or endanger the existing landscaping of the Premises. Any damages to the Premises caused by Operator, its agents or employees, will be promptly restored or repaired to the reasonable satisfaction of Association by Operator at Operator's expense. Any damages to the Building caused by Operator, its agents or employees, will be promptly repaired to the reasonable satisfaction of Owner by Operator at Operator's expense. Any damages to the System caused by Owner, its agents or employees or the occupants of the units, will be promptly repaired by Operator at Owner's expense. Owner will take reasonable precautions to notify its agents, employees and the occupants of the units of the location of the System.

6. Indemnification. Owner shall hold harmless and indemnify Operator from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises and Building by Owner, its agents or employees, except loss or damage arising from any negligent act or omission of Operator, its agents or

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employees. Operator shall hold harmless and indemnify Owner from and against any and all damage or claims for damage asserted against Owner by reason of Operator's construction and maintenance of the System, except loss or damage arising from any negligent act or omission of Owner, its agents or employees.

7. Term. The initial term of this Agreement and the term of the easement granted hereby shall commence on the date hereof and shall end at the expiration of the current Franchise term. This Agreement shall automatically renew for successive Franchise terms, beginning on the expiration date of the initial term of this Agreement and ending on the expiration of the renewed Franchise, unless earlier terminated as provided in Section 8 of this Agreement.

B. Termination

(a) By Default. This Agreement may be terminated by either party if the other party violates any provision of this Agreement, or if such other party fails or is unable or unwilling to fulfill its duties or other obligations hereunder; provided, however, that the defaulting party shall be given notice of the default, and shall have thirty (30) days from receipt of such notice in which to cure or commence to cure the default. If cure is not commenced, or is not proceeding diligently toward completion at the end of such thirty (30) day period, this Agreement shall terminate on the date stated in the notice.

(b) By Loss of Franchise. If Operator's Franchise, or any renewal thereof, is forfeited, surrendered, terminated or otherwise ceases to be effective and binding upon Operator, this Agreement shall terminate as of the date of the termination of the Franchise or Franchise renewal.

(c) Impracticality. If Operator determines in its sole discretion that it is technically or economically impractical for it to continue to provide cable television service to the Building as provided in this Agreement, Operator may terminate this Agreement upon sixty (60) days prior written notice to Owner.

9. Removal of System. Upon termination of this Agreement, Operator shall have the option, but not the obligation, of removing from the Building within one hundred twenty (120) days of termination, at Operator's expense, any and/or all of the System. In connection with such removal, Owner shall provide and shall cause others to provide Operator with reasonable access to the Premises and the Building. Operator shall repair the Building, as may be necessary as the

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result of removing all or any portion of the System, to the reasonable satisfaction of Owner at Operator's expense. Any portion of the System not removed from the Building within the stated timeframe will be deemed abandoned and will be the property of Owner and Operator shall have no liability or responsibility therefor.

10. Sale of System. If Operator sells, assigns, transfers or otherwise conveys its cable television system in La Grange, Illinois, Operator may terminate this Agreement upon sixty (60) days prior written notice to Owner of the sale. Operator will endeavor to induce a purchaser of the system to accept an assignment of this Agreement and to continue the cable TV service provided hereunder. If Operator is unsuccessful in such endeavor, Operator may remove the System pursuant to the terms of Paragraph 9 directly above.

11. Notice. Any notices pursuant to this Agreement shall be validly given or served if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the following address(es):

(a) If to Operator: Jones Intercable
4331 W. Lincoln Highway
Matteson, IL 60443
Attn: General Manager

With a Copy To: Jones Intercable, Inc.
9697 East Mineral Avenue
P. O. Box 3309
Englewood, CO 80155-3309
Attn: Legal Department

(b) If to Owner: James Hughes
c/o J & J
1115 A Republic Drive
Addison, IL 60101

Notice is deemed as served on receipt if delivered personally and when deposited in the mail if sent by certified mail. Either party may designate a different place or places of notice by delivering written notice thereof to the other party in accordance with this Section.

12. Miscellaneous Provisions.

(a) Force Majeure. Operator will not be liable for any failure to perform hereunder arising from causes beyond its control.

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(b) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) Headings. The headings of paragraphs in this Agreement are for convenience only. They form no part of the Agreement and are in no way to affect the interpretation of the Agreement.

(d) Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

(e) Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended or modified except in writing signed by the parties hereto.

(f) Assignability. This Agreement is binding upon the parties hereto and will inure to their respective heirs, legal representatives, successors and assigns.

(g) Severability. If any one or more of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.

(h) Recording. Either party may record this Agreement in the real property records for the county in which the Premises and Building are located.

(i) Owner's Representation. Owner represents and warrants to Operator that Owner is the sole owner of the Building and has full authority to enter into this Agreement and to grant to Operator the rights and privileges hereunder.

(j) Related Documents. The parties agree to take whatever other action and to execute whatever other documents might be required or necessary to fulfill the terms and conditions of this Agreement.

(k) Recitals. The recitals contained herein are made a part of this Agreement as fully as if set forth verbatim herein.

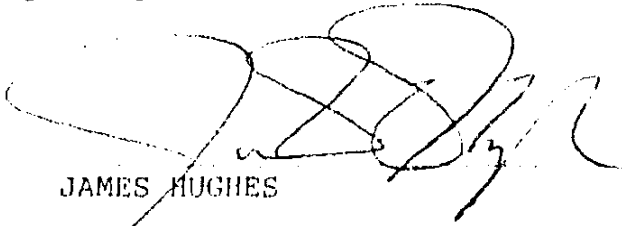
[EXECUTION PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:



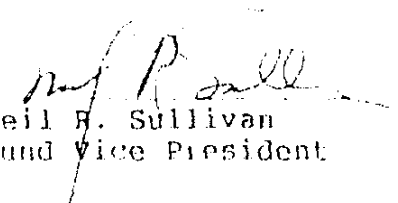
JAMES HUGHES

OPERATOR:

CABLE TV FUND 15-A, LTD.,
a Colorado limited partnership

By: Jones Intercable, Inc.
a Colorado corporation,
as General Partner

By:



Neil B. Sullivan
Fund Vice President

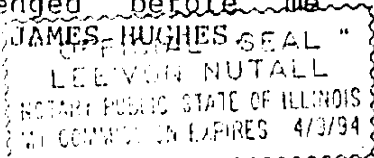
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STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me
this 30 day of November, 1991, by JAMES HUGHES



WITNESS my hand and official seal.

Lee Von Nutall
Notary Public

My Commission expires:

4/9/94

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me
this 12th day of December, 1991, by Neil R. Sullivan,
Fund Vice President of Jones Intercable, Inc., a Colorado
corporation, as General Partner of CABLE TV FUND 15-A, LTD., a
Colorado limited partnership.

WITNESS my hand and official seal.

Dolores M. Jespie
Notary Public/Dolores M. Jespie

My Commission expires:

February 17, 1993

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EXHIBIT A

Legal Description

Lots 1 to 9 in Western Builders Subdivision of Lots 1 to 12 inclusive; in Block 1, of Country Club Addition to La Grange, being a subdivision of the East Half of the Northwest Quarter of Section 9, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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