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(#22777/5460)

(03/11/96)

(Existing Structure)

PREPARED BY AND RETURN TO:

Sara J. Lair
Jones Intercable, Inc.
P.O. Box 3309
Englewood, CO 80155-3309

DEPT-01 RECORDING \$37.50
T#0014 TRAN 7361 07/16/96 09:30:00
#0198 # JW *-96-538680
COOK COUNTY RECORDER

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CABLE TELEVISION INSTALLATION AGREEMENT

Agreement dated JUNE 6, 1996, between SALEM CROSS ASSOCIATES JOINT VENTURE ("Owner") and CABLE TV FUND 15-A, LTD., a Colorado limited partnership ("Operator"). 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. Premises. Owner owns a Apartment Complex (condo, townhome, apartment complex, single residence housing complex or mobile home park) consisting of 192 dwelling units ("units"), including any additional units which might be built in the future, commonly known as Salem Cross Apartments having an address of 18745 BURNHAM AVENUE, LANSING, ILLINOIS ("Premises"), the legal description of which is attached as Exhibit A. 18745 Burnham

2. Cable System. Operator operates a cable television system in LANSING, Illinois, pursuant to an existing franchise ("Franchise"). Operator will design, install, maintain, and operate 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 ("System"), reasonably required to furnish cable television service to the Premises. Operator shall perform all work hereunder in a good and workmanlike manner and in compliance with all applicable federal, state and local laws, ordinances and regulations and to the standards of the Cable Industry. The System shall at all times be and remain the property of Operator and shall not be considered a fixture or appurtenance to the Premises. Service and maintenance of the System will be provided by Operator at Operator's expense.

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3. Cable TV Service. Operator shall provide service as agreed by Operator and any unit owner or occupant. Service shall be provided pursuant to separate agreements between Operator and the unit owners or 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. Should Owner desire at any time to subscribe to bulk cable television service, Owner and Operator may amend this Agreement accordingly. Any such amendment shall modify this Agreement only as to the type and price of service being provided. At such time as any such bulk arrangement is terminated for any reason, the amendment creating such bulk service shall be considered terminated and the original provisions of this Agreement shall not be affected thereby and this Agreement shall continue in full force and effect.

4. Easement: Access. Owner hereby grants and conveys to
this easement in, on, over, under and through the Premises

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4. Easement: Access. Owner hereby grants and conveys to Operator a non-exclusive easement in, on, over, under and through the Premises and the real property on which the Premises are situated 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 shall be the actual location of the System, and the easement hereby granted shall be five (5) feet on each side of the centerline. The easement shall terminate when the System is permanently removed therefrom. Owner shall provide, and shall cause others to provide, access to the Premises so that Operator may install the System, market cable services on the Premises, 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 endanger or hamper operation of the System. Owner and Operator agree this provision is a covenant running with the land.

5. Exclusivity. Owner agrees that it shall not install, cause to be installed or allow to be installed any other cable or pay television service to the Premises during the term of this Agreement. Owner agrees that Operator has an exclusive right to provide cable and pay television and similar services to the Premises and that Owner will not grant, or allow others to grant, any easement, right-of-way or license or other right of access for the purpose of delivering cable television, pay television or any television services other than off air broadcast signals.

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6. Damage to Premises or Equipment. Any damages to the Premises 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, will be promptly repaired by Operator at Owner's expense. Owner will take reasonable precautions to notify its agents and employees of the location of the System when performing any work on the Premises in close proximity to the System.

7. Indemnification. Owner shall indemnify and hold Operator harmless from and against any and all damage or claims for damage that may be asserted against Operator by reason of the ownership, use or occupancy of the Premises by Owner, its agents or employees, except loss or damage arising from any negligent act or omission of Operator, its agents or employees. Operator shall indemnify and hold Owner harmless from and against any and all damage or claims for damage asserted against Owner by reason of Operator's construction, installation, maintenance, operation, repair, replacement, upgrade, expansion and/or removal of the System, except loss or damage arising from any negligent act or omission of Owner, its agents or employees.

8. Interference. Owner agrees not to install or to permit the installation of any antenna, transducer, or signal amplification system for use in connection with television or radio equipment which interferes with the services provided by Operator hereunder, without the express written consent of Operator.

9. Term. The initial term of this Agreement 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 10 of this Agreement.

10. 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

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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, the non-defaulting party may pursue all remedies available to it, at law or in equity, and the prevailing party may recover its attorney's fees and costs.

(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 Premises as provided in this Agreement, Operator may terminate this Agreement upon sixty (60) days prior written notice to Owner.

11. Removal of System. Upon termination of this Agreement, Operator shall have the right, but not the obligation, of removing from the Premises within one hundred twenty (120) days of termination, at Operator's expense, any and/or all of the System. Operator shall remove the System from the Premises in compliance with all applicable federal, state and local laws, ordinances and regulations. In connection with such removal, Owner shall provide and shall cause others to provide Operator with reasonable access to the Premises. Operator shall restore the Premises, as may be necessary as a result of removal of any portion of the System therefrom, to the reasonable satisfaction of Owner at Operator's expense. If Operator chooses not to remove any portion of the System from the Premises, Operator may, in addition to any other remedies it may have, render the same unusable or obtain an injunction against unauthorized use of such System by Owner or any other entity or person.

12. Sale of Business. If Operator sells, assigns, transfers or otherwise conveys its cable television business in LANSING, 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 business to accept an assignment of this Agreement and to continue the cable television service provided hereunder.

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13. 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, Inc.
4331 W. Lincoln Hwy.
Matteson, IL 60443
Attn: General Manager

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

(b) If to Owner: _____

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.

14. Miscellaneous Provisions.

(a) Force Majeure. Neither party will be liable for any failure to perform hereunder arising from causes beyond its respective control.

(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.

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(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 supersedes and replaces all prior agreements between them in this regard, whether written or verbal. This Agreement 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 shall inure to the benefit of 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 are located.

(i) Signatory Authority. When applicable, if the signatory party hereto for Owner is anyone or an entity other than the true Owner of the Premises, said undersigned signatory party, as an agent for the true Owner, hereby represents and warrants to Operator that it has been granted full authority by the true Owner to enter into this Agreement and to bind the true Owner to perform the conditions and obligations contained herein.

(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.

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

OWNER: SALEM CROSS ASSOCIATES JOINT VENTURE

By: 

Name: E. CLARK WHITE

Title: VICE PRESIDENT OF RPS MANAGEMENT CO., INC.
AS AGENT FOR THE OWNER

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

By Jones Intercable, Inc.,
as General Partner

By 

Mike Lovett

Vice President/Operations

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CALIFORNIA
STATE OF ~~ILLINOIS~~)
) ss.
COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this 10th day of JUNE, 1996 by JUDY WINSLOW,
NOTARY PUBLIC of RPS MANAGEMENT CO., INC. a
DELAWARE corporation.

WITNESS my hand and official seal.



Judy Winslow
Notary Public

My Commission expires:

MAY 4, 1999

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

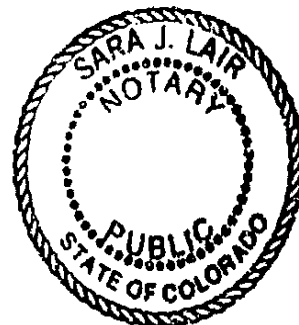
The foregoing instrument was acknowledged before me this 3rd day of July, 1996, by Mike Lovett, as Vice President/Operations of Jones Intercable, Inc., a Colorado corporation.

WITNESS my hand and official seal.

Sara J. Lair
Notary Public

My Commission expires:

8-11-97



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EXHIBIT A

Legal Description SALEM CROSS APARTMENTS

A parcel of land beginning at a point 747.55 feet South of the intersection of the centerlines of 186th Street and Burnham Avenue and on the centerline of Burnham Avenue, thence East a distance of 714.16 feet to a point which is 747.55 feet South of the centerline of 186th Street and 615.29 feet West of the centerline of Henry Street, thence South along a line parallel to Henry Street a distance of 599.55 feet to a point, thence West a distance of 81.79 feet to the intersection of the North Railroad Right-of-Way line, thence Northwesterly along the said right-of-way line to the intersection of the centerline of Burnham Avenue, thence North along the centerline of Burnham Avenue to the point of beginning (except that part dedicated to the public Highways) in the West Half of the Northwest Quarter of Section, 5, Township 35 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois.

PIN 33-05-100-057

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