

#11390)  
(5/05/89)  
(Existing Structure)

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CABLE TELEVISION INSTALLATION AGREEMENT

Agreement, dated Oct 29, 1993, between NM Phi  
Eduation Inc. ("Owner") and CABLE TV FUND  
12-BCD VENTURE, a Colorado Joint Venture ("Operator"). In  
consideration of the mutual promises and conditions hereinafter  
set forth and other good and valuable consideration, the  
receipt and sufficiency of which is hereby acknowledged, the  
parties agree as follows.

1. Premises. Owner owns \_\_\_\_\_  
(a condo, townhome, apartment complex, single residence housing  
complex or mobile home park) consisting of 25 units,  
including any additional units which might be built in the  
future, commonly known as The Delta The La Frelia  
having an address of 1700 Mesa Vista Rd NE 87106  
("Premises"), the legal description of which is attached as  
Exhibit A.

2. Cable System. Operator operates a cable  
television system in Albuquerque, New Mexico pursuant to a  
Franchise dated September 1, 1977 ("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 ("System"), reasonably required to furnish cable  
television service to the Premises. 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 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. Provided, however, that  
Operator shall have the right to conduct telephone, mail and  
door-to-door marketing of its service to the units.

4. Easements/Access. Owner hereby grants and  
conveys to Operator an unrestricted 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. Owner shall provide,  
and shall cause others to provide, access to the Premises so

Return to:

Jones Invercable, Inc.  
Attn: Legal Department  
9697 East Mansfield Avenue  
P.O. Box 3309  
Englewood, CO 80155-3309

that Operator may install the System, market cable services on the Premises, or maintain, expand, upgrade or remove the System at such 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. Owner and Operator agree that this Agreement is to be 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.

6. Damage to Premises or Equipment. Any damages to the Premises caused by Operator, its agents or employees, will be promptly repaired by Operator at its expense. Any damages to the System caused by Owner, its agents or employees, will be promptly repaired by Operator, or to the reasonable satisfaction of Operator if repaired by Owner, at Owner's expense. Owner will take reasonable precautions to notify its agents and employees and the occupants of the units of the location of the System.

7. 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 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 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 cable 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 other antenna, transducer, or signal amplification system for use in connection with television or radio equipment which might interfere 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 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 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 option, but not the obligation, of removing, at its expense, any and 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. If Operator chooses not to remove any of the System, Operator may, in addition to any other remedies it may have, obtain an injunction against unauthorized use of such System by Owner or any other entity.

12. Sale of System. If Operator sells, assigns, transfers or otherwise conveys its cable television system in Albuquerque, New Mexico, 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 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  
4611 Montbel Place N.E.  
Albuquerque, NM 87107  
Attn: System 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: DM For Education, Inc.  
40 Hillside  
6400 Uptown Blvd, NE  
# 415 East  
Alb., N.M. 87110

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. Operator will not be liable for any failure to perform hereunder arising from causes beyond its control.

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

(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. Owner cannot assign or otherwise transfer this Agreement to any third party without the prior written approval of Operator, which approval will not be unreasonably withheld. Subject to the provisions hereof, this Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, personal 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.

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

OWNER:

New Mexico Phi Education, Inc.  
NEW MEXICO PHI EDUCATION, INC.

By:

Phil Kreher  
PHIL KREHER, President  
ITS President

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OPERATOR: CABLE TV FUND 12-BCD VENTURE,  
a Colorado Joint Venture

By Cable TV Fund 12-B, Ltd.,  
a Colorado limited partnership,  
as a Venturer

By Cable TV Fund 12-C, Ltd.,  
a Colorado limited partnership,  
as a Venturer

By Cable TV Fund 12-D, Ltd.,  
a Colorado limited partnership,  
as a Venturer

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

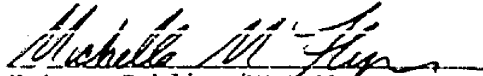
By: *Kent A Rice*  
*KENT A. RICE*  
Fund Vice President

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STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 28th day of October, 1993, by Phil Krehbiel, the President of New Mexico Phi Education, Inc., a New Mexico corporation.

WITNESS my hand and official seal.

  
Notary Public /Michelle M. Flynn

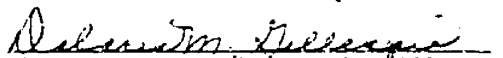
My Commission Expires:

3/1/93

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 10th day of January, 1994, by Kent A. Rice, Fund Vice President of Jones Intercable, Inc., a Colorado corporation.

WITNESS my hand and official seal.

  
Notary Public /Dolores M. Gillespie

My Commission Expires:

February 17, 1997

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EXHIBIT A

Legal Description

Beginning at a point from which the northeast corner of said parcel "G" bears S 31°-13' E, 157.50 feet thence S 8° 45' W. 125.00 feet to the southerly boundary of parcel "G", thence N 31° 15' W. 163.78 feet along the southerly boundary to the southwest corner of parcel "G", thence N 01° 11' W. 109.04, feet along the eastern right of way line of University Boulevard, NE, to a point of curvature, thence following a curve to the right of radius 15.00 feet for a distance of 26.16 feet to a point of tangency on the southerly right of way line of Mesa Vista Road, NE, thence S 31° 15' E, 167.81 feet along the southerly right-of-way line of Mesa Vista Road, NE, to the point of beginning and containing 21,769 square feet or 0.49975 acres.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

94 JAN 20 AM 10:02

94.2 PG 8840-8847

SK  
JUDY D. WOODWARD  
CO. CLERK & RECORDER  
DEPUTY

*A Perez*