

MEMORANDUM OF PRIVATE CABLE TELEVISION AGREEMENT

This Memorandum ("Memorandum"), dated as of February ____, 1989, is made and entered into by and between Drovers Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated March 1, 1980 and known as Trust Number 80043 and American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated March 1, 1985 and known as Trust Number 63307 (jointly, "Owner") and Triax Associates V, L.P., a Colorado limited partnership ("Operator").

R E C I T A L S:

A. On the date hereof, the parties hereto have entered into a Private Cable Television Agreement (the "Agreement") relative to the Property (the "Property") described on Exhibit A attached hereto and incorporated herein by this reference.

B. Under the Agreement, the parties have agreed to execute and record a memorandum of the Agreement.

STATEMENT OF MEMORANDUM

NOW, THEREFORE, in consideration of the above recitals, the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License. On the terms and subject to the conditions contained in the Agreement, Owner has granted to Operator the exclusive license to operate, maintain and upgrade certain equipment located on the Property, which equipment is listed on Schedule 1 attached hereto and made a part hereof, and which equipment combines the functions of a private coaxial cable television system and an off-air master antenna television system (the "TV System").

2. Term. Article 3 of the Agreement provides in part as follows:

"3.1 The initial term of this Agreement ("Initial Term") shall commence on the date of this Agreement and shall end on March 31, 2004.

3.2 During the Initial Term, Operator shall have a right of first refusal, as hereinafter set forth, with respect to any bona fide arms-length written offer, received by Owner from an unrelated third party, effective after the expiration of the Initial Term, to obtain the same rights as are granted hereunder to Operator and to provide the same services as Operator is to provide pursuant to this Agreement ("Offer"). If

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Owner shall receive an Offer during the Initial Term, and if Owner desires to accept the Offer, then Owner shall forthwith give Operator a written notice of Owner's desire to accept the Offer and a true and complete copy of the Offer. For a period of ten (10) business days from and after Operator's receipt of such notice, Operator shall have the right to match the terms of the Offer in its own behalf. If Operator does not so match the Offer on its own behalf within such ten (10) business day period, then Owner may accept the Offer from the third party. If Operator matches the terms of the Offer, then the term of this Agreement shall be extended in accordance with the Offer (the "Extended Term").

3.3 If Owner has not received an Offer, then Operator shall have the option (exercisable by giving written notice to Owner prior to October 31, 2003) to renew the Initial Term hereof (the "Renewal Term") for an additional five (5) year period, upon the same terms and conditions hereof, except that compensation due to the Owner for such Renewal Term shall be five percent (5%) of Operator's gross revenues from operation of the TV System throughout the Renewal Term.

3. Operator's Equipment. Under the Agreement, Operator will be installing certain additional equipment on the Property in order to upgrade the TV System ("Additional Equipment"). The Additional Equipment specifically does not include the following, which are and shall be and remain the property of Owner and shall not be removed by Operator: the existing equipment (including, but not limited to, the existing coaxial cable and related wiring) constituting the TV System and all replacements, repairs or renewals thereof. The Agreement provides that under certain circumstances, some or all of the Additional Equipment shall be deemed to have been abandoned by Operator, and shall be retained by Owner. Except as expressly provided in this Agreement, the Additional Equipment remains the property of Operator.

4. The Agreement. The Agreement contains the provisions referred to above, some of which are not stated in their entirety, and additional terms and conditions not specified in this memorandum. For a complete statement of the terms and conditions of the Agreement, reference is hereby made to the Agreement.

5. Captions. The captions and section numbers appearing in this Memorandum are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of this Memorandum or in any way effect the Agreement.

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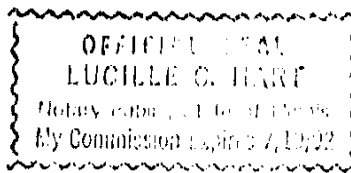
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LUCILLE C. HART, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 21 day of February, 1989, by Wm. M. McSHANE, personally known to me to be the ~~Vice President~~ ^{Trust Officer} of Drovers Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated March 1, 1980, and known as Trust Number 80043, on behalf of said Trustee.

Lucille C. Hart



STATE OF Ill)
) SS.
COUNTY OF COOK)

I, KAREN E. BURNS, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ___ day of FEBRUARY, 1989, by the Ronald E. ... TRUST OFFICER personally known to me to be the ~~Vice President~~ of American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated March 1, 1985, and known as Trust Number 63307, on behalf of said Trustee.

"OFFICIAL SEAL"
Karon E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, CAROL STRATMAN, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 14th day of FEBRUARY, 1989, by ALAN B. JOHNSON, personally known to me to be the General Partner of Triax Associates V, L.P., a Colorado limited partnership, on behalf of the limited partnership.

Carol Stratman

CAROL STRATMAN
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CITY
MY COMMISSION EXP. JAN. 20, 1990
ISSUED THRU MISSOURI NOTARY ASSOC.

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This instrument was prepared by:

Richard W. Hokamp, Esq.
Gallop, Johnson & Neuman
101 S. Hanely, Suite 1600
St. Louis, Missouri 63105

After recording, mail this instrument to:

Richard W. Hokamp, Esq.
Gallop, Johnson & Neuman
101 S. Hanely, Suite 1600
St. Louis, Missouri 63105

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EXHIBIT A

THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 20 ACRES THEREOF, LYING NORTH OF THE NORTH LINE OF THE SOUTH 20 ACRES THEREOF, AND LYING EAST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH WEST 1/4 OF SECTION 23, IN COOK COUNTY, ILLINOIS

PARCEL 1:

LOTS 4, 5 AND 6 IN PALATINE EXPRESSWAY INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 17, 1970, AS DOCUMENT LR2512301

AND

LOT 3 IN PALATINE EXPRESSWAY INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 17, 1970 AS DOCUMENT LR2512301

AND

LOT 2-B IN RESUBDIVISION OF LOT 2 IN PALATINE EXPRESSWAY INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 18, 1971 AS DOCUMENT LR2543237, ALL IN COOK COUNTY, ILLINOIS.

NOTE: THE LAND DESCRIBED ABOVE HAS BEEN RESUBDIVIDED AND IS NOW KNOWN AS:

LOT 1 IN WOODLAND CREEK II FILED AUGUST 3, 1987 AS DOCUMENT LR 3640185, BEING A RESUBDIVISION OF LOTS 3, 4, 5 AND 6 IN PALATINE EXPRESSWAY INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 17, 1970 AS DOCUMENT LR 2515301 AND LOT 2-B IN THE RESUBDIVISION OF LOT 2 IN PALATINE EXPRESSWAY INDUSTRIAL PARK BEING A SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON FEBRUARY 18, 1971 AS DOCUMENT LR 2543237, ALL IN COOK COUNTY, ILLINOIS

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PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF MUTUAL AND RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS DATED AS OF DECEMBER 1, 1985 AND FILED DECEMBER 30, 1985 AS DOCUMENT LR3486819, BY AND BETWEEN DROVERS BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1982 AND KNOWN AS TRUST NUMBER 80043 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 63307, FOR RIGHT OF WAY FOR PEDESTRIAN AND VEHICULAR TRAFFIC, PARKING, MAINTENANCE, REPAIR OR REPLACEMENT OF UTILITY SERVICES AND FOR USE OF RECREATIONAL FACILITIES, IN COOK COUNTY, ILLINOIS.

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