

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 May 1, 1973 and known as Trust Number 73087 and Drovers Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated June 1, 1978 and known as Trust Number 78091 (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").

3.2 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 Equipments. 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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6. Counterparts. This Memorandum may be executed in any number of counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Operator have executed this Memorandum as of the day and year first above written.

OWNER:

Drovers Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated May 1, 1973 and known as Trust Number 73087

By: \_\_\_\_\_

Vice President TRUST OFFICER

"AS USED HEREIN, THE TERM 'COLE TAYLOR BANK/DROVERS' SHALL REFER TO THE COLE TAYLOR BANK."

Drovers Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated June 1, 1973 and known as Trust Number 78091

By: \_\_\_\_\_

Vice President TRUST OFFICER

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OPERATOR:

TRIAX ASSOCIATES V, L.P.

By: \_\_\_\_\_

Title: General Partner

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, and notwithstanding such and any other provisions contained herein as to personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee for the benefit of the beneficiaries of said Trustee, shall be null and void but shall not constitute a release of the personal liability of said Trustee and its officers, directors, employees, agents, servants, independent contractors, and assigns, and that no release of the personal liability of any of the beneficiaries under said Trust Agreement, and no release of the Trustee or any of the beneficiaries of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

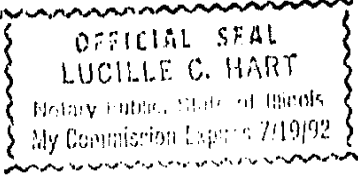
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, THE UNDERSIGNED, 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 ~~TRUST OFFICER~~ <sup>TRUST OFFICER</sup> President of Drovers Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated May 1, 1973, and known as Trust Number 73087, on behalf of said Trustee.

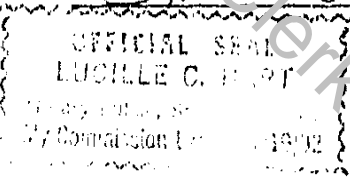
*Lucille C. Hart*



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, THE UNDERSIGNED, 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 ~~TRUST OFFICER~~ <sup>TRUST OFFICER</sup> President of Drovers Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated June 1, 1978, and known as Trust Number 78091, on behalf of said Trustee.

*Lucille C. Hart*



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 ANAN G. JOHNSON personally known to me to be a 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. 28, 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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6355T:jmh

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EXHIBIT A

## PARCEL 1:

THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 34; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS ALONG THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 6 CHAINS; THENCE NORTH 84 DEGREES 00 MINUTES 43 SECONDS EAST TO THE EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD AS WIDENED; THENCE SOUTH 01 DEGREES 04 MINUTES 41 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD, FOR A DISTANCE OF 618.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES EAST ALONG A LINE, FOR A DISTANCE OF 204.82 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 327.74 FEET, FOR A DISTANCE OF 130.26 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 327.74 FEET, FOR A DISTANCE OF 130.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 309.71 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 33 SECONDS WEST ALONG A LINE, FOR A DISTANCE OF 343.25 FEET, TO A POINT OF INTERSECTION WITH A LINE (SAID LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1557.70 FEET (MEASURED ALONG A LINE PARALLEL WITH THE EAST AND WEST 1/4 LINE) EAST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION AND 499.52 FEET (MEASURED ALONG A LINE PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE) SOUTH OF SAID EAST AND WEST 1/4 LINE; THENCE WESTERLY 881.50 FEET TO A POINT 676.20 FEET (MEASURED ALONG A LINE PARALLEL WITH THE SAID EAST AND WEST 1/4 LINE) EAST OF SAID NORTH AND SOUTH 1/4 LINE AND 506.90 FEET (MEASURED ALONG A LINE PARALLEL WITH SAID NORTH AND SOUTH 1/4 LINE) SOUTH OF SAID EAST AND WEST 1/4 LINE); THENCE SOUTH 89 DEGREES 28 MINUTES 55 SECONDS WEST, A DISTANCE OF 170.00 FEET TO A POINT 676.20 FEET (MEASURED ALONG A LINE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION) EAST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION AND 506.90 FEET (MEASURED ALONG A LINE PARALLEL WITH SAID NORTH AND SOUTH 1/4 LINE) SOUTH OF SAID EAST AND WEST 1/4 LINE; THENCE SOUTH 00 DEGREES 25 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 677.84 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD, SAID POINT BEING 670.95 FEET EAST OF THE WEST LINE OF THE SOUTH EAST 1/4; THENCE NORTH 66 DEGREES 49 MINUTES 19 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD, FOR A DISTANCE OF 637.12 FEET, THENCE NORTH 32 DEGREES 51 MINUTES 11 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD FOR A DISTANCE OF 33.18 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD; THENCE NORTH 01 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD, FOR A DISTANCE OF 693.00 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

## PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE WARRANTY DEED IN TRUST DATED JULY 3, 1978 AND RECORDED AUGUST 4, 1978 AS DOCUMENT NUMBER 24568807 OVER AND ACROSS:

THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 34; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS ALONG THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 34 FOR A DISTANCE OF 6 CHAINS; THENCE NORTH 84 DEGREES 00 MINUTES 43 SECONDS EAST TO THE EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD AS WIDENED; THENCE SOUTH 01 DEGREES 04 MINUTES 41 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD, FOR A DISTANCE OF 618.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD, FOR A DISTANCE OF 23.00 FEET; THENCE SOUTH 44 DEGREES 27 MINUTES 40 SECONDS EAST ALONG A LINE, FOR A DISTANCE OF 32.22 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 23.00 FEET TO SAID POINT OF BEGINNING, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

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PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN EASEMENT AGREEMENT DATED MAY 30, 1980 AND RECORDED OCTOBER 22, 1980 AS DOCUMENT 25634671 AND AMENDMENT TO EASEMENT AGREEMENT DATED FEBRUARY 28, 1981 AND RECORDED APRIL 27, 1981 AS DOCUMENT 25850273, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 34; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTH EAST QUARTER OF SAID SECTION 34 FOR A DISTANCE OF 6 CHAINS; THENCE NORTH 84 DEGREES 17 MINUTES 10 SECONDS EAST TO THE EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD AS WIDENED; THENCE SOUTH 01 DEGREES 08 MINUTES 54 SECONDS WEST 218.50 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 47 SECONDS EAST 204.82 FEET; THENCE NORTHEASTERLY 130.26 FEET ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 327.74 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ON A LINE TANGENT TO THE LAST DESCRIBED CURVE 66.0 FEET; THENCE NORTH 85 DEGREES 22 MINUTES 39 SECONDS EAST 366.74 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 13 SECONDS WEST 25.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 47 SECONDS WEST 239.71 FEET; THENCE SOUTHWESTERLY 130.26 FEET ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 327.74 FEET TO SAID POINT OF BEGINNING, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION; THENCE NORTH 6.0 CHAINS; THENCE NORTH 81 DEGREES 22 MINUTES EAST, 22.05 CHAINS; THENCE SOUTH 00 DEGREES 20 MINUTES EAST, 8.34 CHAINS TO THE EAST AND WEST QUARTER LINE OF SAID SECTION; THENCE EAST ALONG SAID EAST AND WEST QUARTER LINE TO A POINT 1575.37 FEET EAST OF THE CENTER OF SAID SECTION; THENCE SOUTHERLY 500 FEET TO A POINT 1557.70 FEET (MEASURED ALONG A LINE PARALLEL WITH SAID EAST AND WEST QUARTER LINE) EAST OF THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND 499.52 FEET (MEASURED ALONG A LINE PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE) SOUTH OF SAID EAST AND WEST QUARTER LINE; THENCE WESTERLY 881.50 FEET TO A POINT 676.20 FEET (MEASURED ALONG A LINE PARALLEL WITH THE SAID EAST AND WEST QUARTER LINE) EAST OF SAID NORTH AND SOUTH QUARTER LINE AND 506.90 FEET (MEASURED ALONG A LINE PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE) SOUTH OF SAID EAST AND WEST QUARTER LINE; THENCE SOUTH ALONG A LINE WHICH INTERSECTS THE SOUTH LINE OF SAID SOUTH EAST 1/4 AT A POINT 670.95 FEET EAST OF THE WEST LINE OF SAID SOUTH EAST 1/4 TO THE NORTHERLY LINE OF ALGONQUIN ROAD; THENCE NORTH WESTERLY ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD AND SAID NORTHERLY LINE EXTENDED TO THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE ALONG SAID WEST LINE TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR PLUM GROVE ROAD), IN COOK COUNTY, ILLINOIS.

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EXCEPT THE FOLLOWING:

THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 34; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS ALONG THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 6 CHAINS; THENCE NORTH 84 DEGREES 00 MINUTES 43 SECONDS EAST TO THE EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD AS WIDENED; THENCE SOUTH 01 DEGREES 04 MINUTES 41 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD, FOR A DISTANCE OF 618.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES EAST ALONG A LINE, FOR A DISTANCE OF 204.82 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 327.74 FEET, FOR A DISTANCE OF 130.26 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 327.74 FEET, FOR A DISTANCE OF 130.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 309.71 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 33 SECONDS WEST ALONG A LINE, FOR A DISTANCE OF 343.25 FEET, TO A POINT OF INTERSECTION WITH A LINE (SAID LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1557.70 FEET (MEASURED ALONG A LINE PARALLEL WITH THE EAST AND WEST QUARTER LINE) EAST OF THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 499.52 FEET (MEASURED ALONG A LINE PARALLEL WITH THE NORTH AND SOUTH QUARTER LINE) SOUTH OF SAID EAST AND WEST QUARTER LINE; THENCE WESTERLY 881.50 FEET TO A POINT 676.20 FEET (MEASURED ALONG A LINE PARALLEL WITH THE SAID EAST AND WEST QUARTER LINE) EAST OF SAID NORTH AND SOUTH QUARTER LINE AND 506.90 FEET (MEASURED ALONG A LINE PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE) SOUTH OF SAID EAST AND WEST QUARTER LINE; THENCE SOUTH 89 DEGREES 28 MINUTES 55 SECONDS WEST, A DISTANCE OF 170.00 FEET TO A POINT 676.20 FEET (MEASURED ALONG A LINE PARALLEL WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION) EAST OF THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND 506.90 FEET (MEASURED ALONG A LINE PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE) SOUTH OF SAID EAST AND WEST QUARTER LINE; THENCE SOUTH 00 DEGREES 25 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 677.84 FEET TO A POINT ON THE NORTHERLY RIGHT 58 OF WAY LINE OF ALGONQUIN ROAD, SAID POINT BEING 670.95 FEET EAST OF THE WEST LINE OF THE SOUTH EAST 1/4; THENCE NORTH 66 DEGREES 49 MINUTES 19 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD FOR A DISTANCE OF 637.12 FEET TO A POINT; THENCE NORTH 32 DEGREES 51 MINUTES 11 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD, FOR A DISTANCE OF 33.18 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD; THENCE NORTH 01 DEGREES 04 MINUTES 41 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PLUM GROVE ROAD AS WIDENED, FOR A DISTANCE OF 693.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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