

STATE MS.-DESOTO CO.  
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BK 76 PG 204  
W.E. DAVIS CH. CLK.

**MEMORANDUM OF CABLE  
TV & COMMUNICATIONS  
SERVICE AGREEMENT**

STATE OF MISSISSIPPI    )  
                                  ) SS.:  
COUNTY OF DE SOTO    )

KNOW ALL PERSONS BY  
THESE PRESENTS:

A. **Oak Hollow Apartments, L.P.**, a Mississippi limited partnership ("Owner"), and **Apartment MediaWorks, L.L.C.**, an Illinois limited liability company ("Operator") did enter into a certain Cable TV and Communications Service Agreement effective as of September 15, 1997 (the "Service Agreement") with respect to a tract of land in De Soto County, Mississippi, described in Exhibit A attached hereto and made a part hereof for all purposes and known as **Oak Hollow Apartments** (the "Premises"), for an initial term of **ten (10)** years from the "Start-up Date" as that term is defined in the Service Agreement and shall renew on a year-to-year basis unless either party serves a written notice of termination as provided in the Service Agreement.

Among other things, the Service Agreement provides the following:

1. Operator is in the business of providing cable television service and ancillary communication and information services to residents at multi-family residences and Operator designs, installs, maintains, owns and operates cable television systems and telecommunication systems in the area where the Premises is located ("Cable Services").
2. Operator may provide the Cable Services to the residents of the Premises for the term of the Service Agreement and any renewal periods thereof.
3. Owner hereby grants to Operator during the term of the Service Agreement and any renewals thereof an exclusive irrevocable easement, right, privilege and right-of-way in gross across, over, and under the Premises as necessary or desirable for the routing, installation, maintenance, service, operation and removal of any equipment used by Operator to deliver, transmit or receive Cable Services at the Premises, and for the marketing and provision of Cable Services.
4. The rights and obligations under the Service Agreement shall constitute covenants, conditions, restrictions and equitable servitudes running with the land, binding and inuring to the benefit of all future owners in the Premises or owners of any interest in the Premises, such that the Service Agreement shall remain in full force and effect for the duration of the Service Agreement and any renewals thereof. The Service Agreement shall bind and inure to the benefit of successors, assigns and representatives of the parties thereto.

Operator shall have the right to assign the Service Agreement and its rights and obligations thereunder.

B. This Memorandum of Cable TV & Communications Service Agreement does not alter, amend or modify the Service Agreement, but is executed solely for the purpose of giving notice of the existence of the Service Agreement and the terms and conditions therein, which Service Agreement is incorporated herein by reference for all purposes to the same extent and with the same effect as is set forth herein in full.

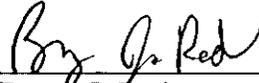
EXECUTED on the 10<sup>th</sup> day of October, 1997.

OPERATOR:

Apartment MediaWorks, L.L.C.

Address:

1095 Old Roswell Road, Suite C-1  
Roswell, GA 30076

By: 

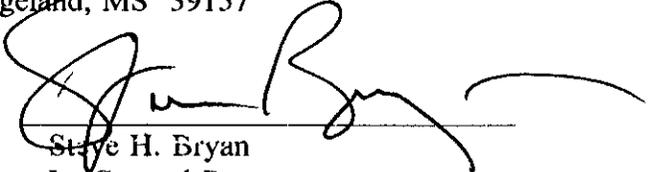
Bryan J. Rader  
Chief Executive Officer

OWNER:

Oak Hollow Apartments, L.P.

Address:

779 Avery Boulevard North  
Ridgeland, MS 39157

By: 

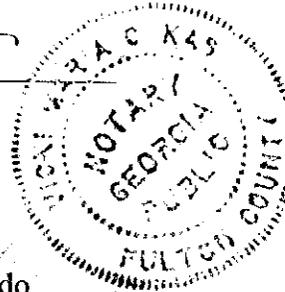
Steve H. Bryan  
Its General Partner

STATE OF GEORGIA )  
 ) SS  
COUNTY OF Fulton )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Bryan Rader**, personally known to me to be the **Chief Executive Officer** of **Apartment MediaWorks, L.L.C.**, a limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such **Chief Executive Officer**, he signed and delivered the said instrument as **Chief Executive Officer** of said limited liability company, for the uses and purposes therein set forth; said act being his free and voluntary act and being the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10 day of October, 1997.

Vidi [Signature]  
Notary Public  
Notary Public, Fulton County, Georgia  
My Commission Expires June 9, 2001

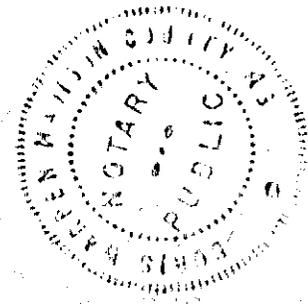


STATE OF MISSISSIPPI )  
 ) SS  
COUNTY OF Madison )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Steve H. Bryan**, personally known to me to be the **General Partner** of **Oak Hollow Apartments, L.P.**, a Mississippi limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such **General Partner**, he signed and delivered the said instrument as **General Partner** of said limited partnership, for the uses and purposes therein set forth; said act being his free and voluntary act and being the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7 day of October, 1997.

Doris Warren  
Notary Public



**Prepared By and  
After Recording, Return To:**  
Jeffrey M. Davis  
Meyer, Capel, Hirschfeld,  
Muncy, Jahn & Aldeen, P.C.  
306 W. Church St., P.O. Box 6750  
Champaign, IL 61826-6750  
(217) 352 - 1800

**Exhibit A**

Lot(s) 45, Plum Point Villages, in Section 1, Township 2 South, Range 8 West, DeSoto County, Mississippi as per thereof plat recorded in Plat Book 52, Page 31, in the office of the Chancery Clerk of DeSoto County, Mississippi.