

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2003-16036

2003 MAR 27 P 3:14 2

Sharon J. Dowling

REGISTER OF DEEDS

Counter SDA

Verify ABE

D.E. ABE

Proof SD

Fee \$ 10.50

Ck Cash Chg

2469

EXHIBIT B

WHEN RECORDED RETURN TO:

Julie Dermody
Cox Communications Omaha, Inc.
11505 W. Dodge Rd.
Omaha, NE 68154

*pkf
2/2/2*

**MEMORANDUM OF AGREEMENT FOR TELECOMMUNICATIONS FACILITIES
AND SERVICE, AND REQUEST FOR NOTICE**

PLEASE TAKE NOTICE as follows:

1. Harrison Hills Apartments, L.L.C., a Nebraska Corporation ("Owner"), and CoxCom, Inc., a Delaware corporation, d/b/a Cox Communications Omaha ("Cox"), have entered into an Agreement for Telecommunication Facilities and Service dated February 17, 2003, (the "Agreement").
2. The Agreement grants to Cox an license during the Initial and Renewal Terms of this agreement, entitling Cox to provide cable television, telephone, data transmission and/or other telecommunications service and programming to all residential units located on the property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") and to any clubhouse, the management/leasing office and all other common area facilities located on the Property. Owner and Cox are recording this memorandum in the Official Records of Douglas County, Nebraska, to evidence and confirm the same of record. 3. The Agreement also grants to Cox rights of access, ingress and egress to and from the Property for marketing of telecommunications services at the Property.
4. The term of the Agreement expires February 28, 2010 but subject to termination or extension as expressly provided in the Agreement.
5. The Agreement further provides that Cox shall own fee title to certain telecommunications Distribution System facilities and equipment constructed or installed at the Property, and that the same constitute the personal property of Cox and shall not be considered real property or fixtures or become a part of the Property despite attachment to the Property. Internal wiring is not included in Distribution System.
6. The Agreement shall run with the Property and shall be binding upon and inure to the benefit of (a) Owner and any person acquiring any right, title or interest in or to the Property or any portion thereof and (b) Cox and its permitted successors and assigns. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.
7. N/A

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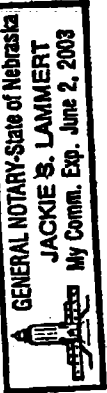
2003-160364

8. This Memorandum is created and recorded for the purpose of providing notice of the terms and provisions of the Agreement and does not vary or amend any terms and provisions of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

9. Cox requests that it be mailed to its address set forth at the beginning of this Memorandum a copy of any notice of default and a copy of any notice of sale under each and every deed of trust or mortgage which is recorded against the Property prior in time to recordation of this Memorandum. (NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.) Cox further requests that it be mailed to such address notice of any pending receivership, bankruptcy or other proceeding affecting the Property.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum this 18th day of MAY, 2003.

Harrison Hills Apartments, LLC
By: Howard M. Cooper
Name: Howard M. Cooper
Title: Manager



STATE OF Nebraska
COUNTY OF Douglas

On March 18, 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Howard M. Cooper personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Jackie S. Lammert
NOTARY PUBLIC
My Commission 6/2/03 Expires on

COXCOM, INC., d/b/a COX COMMUNICATIONS
OMAHA
By: Janet Barnard
Name: Janet Barnard
Title: Vice President and General Manager



STATE OF Nebraska
COUNTY OF Douglas

On 18th 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Janet Barnard, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Julie A. Lammert
NOTARY PUBLIC
My Commission 4-1-04 Expires on



Legal Description:
Lot 17 Harrison Hills, Sarpy County, NE