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FILED BY CHARGE FILE INSTANCES Co.

Rel. # 86339-6

Recorded at the Request of
and after Recording Return to RECEIVED THIS DAY

Michael G. Fulbright, Esq.
Tousley, Brain, Reinhardsen & Block
Suite 1700
720 Olive Way
Seattle, Washington 98101-1861

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AMENDMENT TO
PROVIDENCE POINT TELEVISION SERVICES
EASEMENT AND AGREEMENT

This AMENDMENT TO PROVIDENCE POINT TELEVISION SERVICES EASEMENT AND AGREEMENT (this "Amendment") is made as of this 30 day of MAY, 1986, by and between SWANSON-DEAN CORPORATION, a Washington corporation ("Swanson-Dean"), PROVIDENCE POINT UMBRELLA ASSOCIATION, a Washington non-profit corporation ("Umbrella Association"), and NORTHLAND POINT PARTNERSHIP, a Washington general partnership ("Northland").

Swanson-Dean, Umbrella Association, and Northland are parties to that certain Providence Point Television ~~Services Easement and Agreement~~ recorded under Recording No. ~~8412120154~~ in the Real Property Records of King County, Washington (the "Television Agreement"). The Television Agreement grants Northland certain rights with respect to certain "Property" commonly known as Providence Point and upon which Swanson-Dean has and is developing condominium apartments. When the Television Agreement was executed, the Property was legally described on Exhibit A to the Television Agreement.

Swanson-Dean is prepared to convey to third parties certain unimproved portions of the Property originally described on said Exhibit A and to obtain other portions of property abutting the Property originally described on said Exhibit A. The parties hereto desire to amend the Television Agreement so that the properties being conveyed to third parties are released from and so that additional property being acquired by Swanson-Dean is subject to the terms and conditions of the Television Agreement.

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NOW, THEREFORE, the parties hereto hereby mutually agree that the Television Agreement is amended by deleting the description of the Property contained in Exhibit A attached to the Television Agreement and substituting in its place the legal description set forth in Exhibit A attached to this Amendment. Except as set forth herein the Television Agreement has not been modified or amended and continues in full force and effect.

SWANSON-DEAN CORPORATION,
a Washington corporation

By P. Edward Dean, Jr.
P. Edward Dean, Jr.,
Chairman of the Board

PROVIDENCE POINT UMBRELLA
ASSOCIATION, a Washington
non-profit corporation

By P. Edward Dean, Jr.
P. Edward Dean, Jr.,
President

NORTHLAND POINT PARTNERSHIP,
a Washington general partnership

By: Northland Communications
Corporation, its Managing
General Partner

By [Signature]
PRESIDENT

LENDER'S CONSENT

The undersigned party for itself and for its successors and assigns hereby consents to the aforesaid Amendment and agrees that the easement and other rights

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granted to Northland by Owner under the Television Agreement, as amended by the aforesaid Amendment, shall be senior to all rights and interest that the undersigned may have in and to the Property as described on Exhibit A hereto.

UNIVERSITY FEDERAL SAVINGS BANK,
a banking corporation

By *Julia Baker Dean*

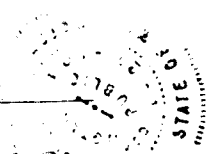
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that P. EDWARD DEAN, JR. signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board of SWANSON-DEAN CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 30, 1986

Patricia J. Carlson
Notary Public

My appointment expires 1-27-90



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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that P. EDWARD DEAN, JR. signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of PROVIDENCE POINT UMBRELLA ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 22, 1986

Kathleen J. Nelson
Notary Public

My appointment expires 1-6-90

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JOHN S. WHETZEL signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ~~President~~ President of Northland Communications Corporation, as the General Partner of NORTHLAND POINT PARTNERSHIP to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MAY 30, 1986

James R. [Signature]
Notary Public

My appointment expires MARCH 27, 1988

EXHIBIT A
TO
AMENDMENT TO
PROVIDENCE POINT TELEVISION SERVICES
EASEMENT AND AGREEMENT

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE NORTH 400.00 FEET IN WIDTH OF THE EAST 690 FEET IN WIDTH;

ALSO EXCEPT THE EAST 30.00 FEET OF SAID SUBDIVISION;

ALSO EXCEPT THAT PORTION OF SAID SUBDIVISION MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE EAST LINE THEREOF N01°27'13"E 927.57 FEET TO THE SOUTH LINE
OF THE NORTH 400.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE ALONG SAID SOUTH LINE N88°27'26"W 30.00 FEET TO THE WESTERLY MARGIN OF
228TH AVENUE S.E. AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY MARGIN S01°27'13"W 439.23 FEET;
THENCE N88°32'47"W 12.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE
TO THE WEST HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE THROUGH SAID
BEGINNING BEARS S88°32'47"E;
THENCE SOUTHERLY AND SOUTHWESTERLY 17.02 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 39°00'56";
THENCE N88°27'26"W 282.42 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE
OF LOT 4 OF KING COUNTY SHORT PLAT NO. 983051R, RECORDED UNDER KING COUNTY
AUDITOR'S FILE NO. 8503069003;
THENCE N81°56'19"W 176.17 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF LOT 2 OF
SAID SHORT PLAT;
THENCE ALONG THE LINE COMMON TO LOTS 1 AND 2 OF SAID SHORT PLAT N59°58'51"W
309.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST
HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS
S18°10'14"E;
THENCE WESTERLY, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 144.69 FEET ALONG
SAID CURVE THROUGH A CENTRAL ANGLE OF 138°10'14" TO A POINT OF TANGENCY ON THE
NORTHWESTERLY LINE OF SAID LOT 2;
THENCE ALONG SAID NORTHWESTERLY LINE N30°00'00"E 230.02 FEET TO THE NORTHWEST
CORNER OF SAID LOT 2;
THENCE ALONG THE NORTH LINE OF SAID LOT 2 AND SAID SOUTH LINE OF THE NORTH
400.00 FEET OF SAID SUBDIVISION S88°27'26"E 710.00 FEET TO THE TRUE POINT OF
BEGINNING;

ALSO EXCEPT THAT PORTION OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET;
THENCE N46°34'56"E 40.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N67°10'08"W 200.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE
TO THE EAST HAVING A RADIUS OF 114.00 FEET, A RADIAL LINE THROUGH SAID
BEGINNING BEARS S25°58'11"W;
THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 179.07 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 90°00'00";
THENCE NON-TANGENT TO THE PRECEDING CURVE N35°24'17"E 253.19 FEET;

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THENCE N88°28'45"E 34.70 FEET;
THENCE S61°30'25"E 370.57 FEET;
THENCE S46°34'56"W 355.53 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION OF SAID SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N46°34'56"E 396.28 FEET;
THENCE S61°30'25"E 154.14 FEET;
THENCE S88°00'47"E 94.36 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID SECTION 9 AND THE WEST MARGIN OF 228TH AVENUE S.E.;
THENCE S01°27'13"W 209.34 FEET ALONG SAID WEST MARGIN TO SAID SOUTH LINE OF SECTION 9;
THENCE N88°28'02"W 512.49 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

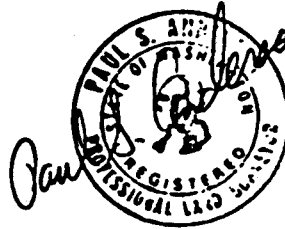
TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16;
THENCE N88°28'02"W ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 542.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S46°34'56"W 305.33 FEET TO A POINT ON A CURVE, THE CENTER OF SAID CURVE BEARS S27°12'21"E 62.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°33'42" AN ARC DISTANCE OF 11.43 FEET TO A POINT OF TANGENCY;
THENCE S52°13'57"W 1114.30 FEET;
THENCE S37°46'03"E 871.00 FEET;
THENCE N52°13'57"E 400.00 FEET;
THENCE S37°46'03"E 541.55 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET THROUGH A CENTRAL ANGLE OF 7°43'17" AN ARC DISTANCE OF 217.04 FEET TO A POINT OF TANGENCY;
THENCE N64°30'40"E 90.86 FEET TO A POINT OF CURVE;
THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 190.25 FEET THROUGH A CENTRAL ANGLE OF 26°13'52" AN ARC DISTANCE OF 87.10 FEET TO A POINT ON A CURVE ON THE WESTERLY MARGIN OF 228TH AVENUE S.E. AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECEIVING NO. 7110210313 RECORDS OF SAID COUNTY; SAID POINT BEING A POINT ON A CURVE THE CENTER OF WHICH BEARS N76°39'59"W 808.00 FEET DISTANT;
THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID MARGIN AND THE NORTHERLY MARGIN OF S.E. 43RD WAY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°59'49" AN ARC DISTANCE OF 1240.96 FEET TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID MARGIN BY THE FOLLOWING COURSES AND DISTANCES:
N78°39'57"W 945.67 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET THROUGH A CENTRAL ANGLE OF 29°51'27" AN ARC DISTANCE OF 759.78 FEET TO A POINT OF TANGENCY;
THENCE N48°48'30"W 61.08 FEET TO THE WEST LINE OF SAID SUBDIVISION;
THENCE N01°34'44"E ALONG SAID WEST LINE 1863.45 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE S88°28'02"E 2110.53 FEET TO THE TRUE POINT OF BEGINNING;

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TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION
OF THE SOUTH HALF OF THE NORTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE
SOUTHERLY MARGIN OF S.E. 43RD WAY AS CONVEYED TO KING COUNTY BY DEED RECORDED
UNDER RECEIVING NO. 7110210313.

EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE S.E.



Filed for Record at Request of
FIRST AMERICAN TITLE
FOURTH & BLANCHARD BLDG
SEATTLE, WA 98121

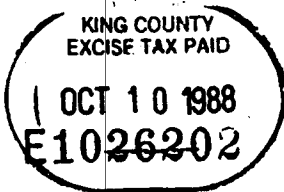
ASSIGNMENT

ProComm Associates, a Washington general partnership ("Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and warrant to Providence Point Cable TV, Inc., a Washington corporation ("Buyer"), all of Seller's right, title and interest in and arising from the Providence Point Television Services Easement and Agreement for condominium and other housing units in the community development known as Providence Point dated October 24, 1984, between Swanson-Dean Corporation, Providence Point Umbrella Association and Northland Point Partnership, as subsequently amended (the "Agreement"). The real property on which Providence Point is located is legally described on Exhibit A attached hereto and incorporated herein by this reference.

Seller warrants that the Agreement: (a) is in full force and effect and enforceable in accordance with its terms; and (b) may be validly assigned by Seller and that, upon execution and delivery of this Assignment, Buyer will have all rights and privileges enjoyed by Seller under the Agreement.

Dated: October 3, 1988

ProComm Associates,
a Washington general partnership



By: [Signature]
General Partner

By: [Signature]
General Partner

STATE OF WASHINGTON)
COUNTY OF KING) ss

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THIS IS TO CERTIFY that on this 3rd day of October, 1988, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared JOEY KING and Ed Dean, to me known to be the General Partners of ProComm Associates, the partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said partnership.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of
Washington, residing at [Signature]
My appointment expires 8/8/89

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EXHIBIT A
TO TELEVISION SERVICES EASEMENT AND AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY
(PROVIDENCE POINT)

The southeast quarter of the southeast quarter of Section 9,
Township 24 North, Range 8 East, W.M., in King County,
Washington;
EXCEPT the north 400.00 feet in width of the east 690 feet
in width; also
EXCEPT the south 435.00 feet in width of the north 835.00
feet in width of the east 330 feet in width; also
EXCEPT the east 30.00 feet in said subdivision; also
EXCEPT the following described portion of said subdivision
more particularly described as follows:

Commencing at the southeast corner of said Section 9;
thence along the east line thereof north 01°27'13" east
827.37 feet to the south line of the north 400.00 feet of
said southeast quarter of the southeast quarter;
thence along said south line north 88°27'26" west 330.00
feet to the true point of beginning;
thence south 01°27'13" west 435.00 feet;
thence north 88°27'26" west 175.00 feet;
thence north 55°38'31" west 414.65 feet;
thence north 30°00'00" east 270.00 feet;
thence south 01°27'26" east 418.00 feet to the true point of
beginning; also
EXCEPT the following described portion of said subdivision
more particularly described as follows:

Commencing at the southeast corner of said Section 9;
thence along the south line thereof north 06°20'02" west
30.00 feet to the westerly margin of 228th Avenue S.E. and
the true point of beginning;
thence continuing along said south line north 88°20'02" west
312.49 feet;
thence north 46°34'56" east 302.03 feet;
thence south 82°33'45" east 100.00 feet to said westerly
margin of 228th Avenue S.E.;
thence along said westerly margin south 01°27'13" west
417.35 feet to the true point of beginning;

TOGETHER WITH that portion of the northeast quarter of
Section 16, Township 24 North, Range 8 East, W.M., in King
County, Washington, described as follows:

Commencing at the northeast corner of said Section 16;
thence north 01°20'02" west along the north line of said
Section 16 a distance of 542.47 feet to the point of
beginning;
thence south 46°34'56" west 305.33 feet to a point on a
curve, the center of said curve bears south 27°12'21" east
62.00 feet;
thence southwesterly along said curve to the left through a
central angle of 10°33'42" on arc distance of 11.43 feet to
a point of tangency;
thence south 32°13'37" west 1214.30 feet;

EXHIBIT A-1

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thence south $37^{\circ}41'03''$ west 271.00 feet;
thence north $32^{\circ}13'37''$ east 100.00 feet;
thence south $37^{\circ}46'03''$ east 141.55 feet to a point of curve;
thence on a curve to the left having a radius of 140.00 feet
through a central angle of $77^{\circ}43'17''$ an arc distance of
217.84 feet to a point of tangency;
thence north $54^{\circ}30'40''$ east 95.84 feet to a point of curve;
thence easterly along said curve to the right having a
radius of 100.25 feet through a central angle of $36^{\circ}13'32''$
an arc distance of 87.10 feet to a point on a curve on the
westerly margin of 228th Avenue S.E. as conveyed to King
County by deed recorded under Recording Number 7110210313,
said point being a point on a curve, the center of which
bears north $74^{\circ}39'35''$ west 89.01 feet distant;
thence southerly, southwesterly and westerly along said
margin and the northerly margin of S.E. 43rd Way along said
curve to the right through a central angle of $81^{\circ}55'45''$ an
arc distance of 1240.96 feet to a point of tangency;
thence continuing along said margin by the following courses
and distances:

North $78^{\circ}35'37''$ west 943.67 feet to a point of curve;
thence on a curve to the right having a radius of 1410.00
feet through a central angle of $39^{\circ}51'27''$ an arc distance of
739.78 feet to a point of tangency;
thence north $48^{\circ}46'30''$ west 61.04 feet to the west line of
said subdivision;
thence north $01^{\circ}24'44''$ east along said west line 163.43
feet to the northwest corner of said subdivision;
thence south $88^{\circ}20'02''$ east 2110.33 feet to the point of
beginning;

TOGETHER WITH the northeast quarter of the southeast quarter
and that portion of the south half of the northeast quarter,
ALL in Section 14, Township 24 North, Range 6 East, W.M., in
King County, Washington, lying southerly of the southerly
margin of S.E. 43rd Way as conveyed to King County by deed
recorded under Recording Number 7110210313;
EXCEPT the east 30 feet thereof for 228th Avenue S.E.

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EXHIBIT A-2

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FIRST AMENDMENT TO INITIAL EASEMENT AND AGREEMENT

This First Amendment To Initial Easement And Agreement (the "First Amendment") is entered into effective January 1, 1994 by and between Providence Point Umbrella Association, a Washington nonprofit corporation ("Umbrella Association" or "Owner") for itself and as successor to Swanson-Dean Corporation, ("Swanson-Dean"), and Providence Point Cable-TV, Inc., a Washington for profit corporation, ("Cable TV, Inc.") for itself and as successor to Northland Point Partnership ("Northland").

RECITALS:

A. Umbrella Association, Swanson-Dean and Northland entered into an agreement dated October 24, 1984 entitled Providence Point Television Services Easement and Agreement (herein called the "Initial Easement and Agreement") which relates to the real property legally described on Exhibit "A", attached hereto and incorporated herein by this reference, herein called the "Property".

B. Umbrella Association has acquired all interest of Swanson-Dean pursuant to the Initial Easement and Agreement. Where used in the Initial Easement and Agreement, and in this First Amendment, the word "Owner" shall mean Umbrella Association for itself and in connection with all rights and obligations of Swanson-Dean.

C. Cable TV, Inc. has acquired all interest of Northland pursuant to the Initial Easement and Agreement. Wherever the word "Northland" is used in the Initial Easement and Agreement, it shall mean Cable TV, Inc.

D. Umbrella Association and Cable TV, Inc. desire to amend the Initial Easement and Agreement as set forth herein. The Initial Easement and Agreement as modified by this First Amendment is herein called the "Agreement".

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Amendment to Construction of Additional Condominium Units. Section 1.4 of the Initial Easement and Agreement is hereby deleted and replaced with the following:

1.4 Construction of Additional Condominiums. The Initial Easement and Agreement as amended by the First Amendment shall apply to all Units on the Property, whether such Units now exist or are hereafter constructed and the easement herein granted shall be deemed to extend to such new Units.

2. Amendment to Services to be Provided. Section 3.0 of the Initial Easement and Agreement, including subsections 3.1 through 3.3 inclusive are hereby deleted and replaced in their entirety to read as follows:

EXCISE TAX NOT REQUIRED
King Co. Records Division

By A. M. [Signature] Deputy

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3.0 Services to be Provided.

3.1 Ownership and Operation of System. The System, as of the date of this Agreement, is currently owned by Cable TV, Inc. Cable TV, Inc. shall operate the System in, on, over and under the Property pursuant to the terms of this Agreement.

3.2 Electrical Power. The electrical power necessary to operate the System shall be paid for by Cable TV, Inc.

3.3 Basic Television Programming; Definitions and Determination.

3.3.1 Basic Television Programming shall mean a group of television channels substantially similar, in terms of the number of channels and programming makeup, to the basic television programming offered by both TCI and Viacom, subject to the following Sections of this Section 3.3.1. TCI and Viacom as well as any Replacement Comparable Provider determined as set forth below is herein sometimes each called a "Comparable Provider" and together sometimes called "Comparable Providers". The basic television programming being provided by each Comparable Provider is herein called "Basic Comparable Programming". The basic monthly rate charged by each Comparable Provider is herein called the "Comparable Provider's Basic Monthly Rate".

3.3.1.1 The basic television programming being offered by Viacom as of the date of this agreement is called by Viacom the "Limited Service" package; it is this Limited Service package, or any replacement thereof by Viacom, that shall be used in determining the basic television programming offered by Viacom.

3.3.1.2 The basic television programming being offered by TCI as of the date of this agreement is called by TCI the "Basic" package; it is this Basic package, or any replacement thereof by TCI, that shall be used in determining the basic television programming offered by TCI.

3.3.1.3 If any of the following events occur, then at the sole option and discretion of Cable TV, Inc., the basic television programming being offered by the Comparable Provider with respect to whom such events occur shall not be used in determining Basic Comparable Programming, and instead a Replacement Comparable Provider shall be used, with such Replacement Comparable Provider to be determined in accordance with the provisions of Section 3.3.1.5:

(i) The number of television channels being offered by the Comparable Provider as part of its basic television programming exceeds 15 channels;

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(ii) The technology or equipment used by the Comparable Provider changes materially from the technology or equipment used by the Comparable Provider as of the date of this First Amendment;

(iii) The Comparable Provider offers, as part of its basic television programming, material services or options not available to Provider using its then currently existing equipment and technology;

(iv) Due to technological change, merger, or change in business plan or direction, the services offered by the Comparable Provider is substantially different from those services offered with respect to its basic television programming as of the date of this First Amendment.

3.3.1.4 The following provisions shall apply in determining the Basic Television Programming to be offered by Cable TV, Inc.:

(i) If the Basic Comparable Programming offered by the Comparable Providers is identical, then such programming shall be the Basic Television Programming to be offered by Cable TV, Inc., subject to the other provisions of this Agreement.

(ii) If any particular television channel offered by a Comparable Provider as part of its Basic Comparable Programming is either not available to Cable TV, Inc. or is available to Cable TV, Inc. at a cost in excess of 110% of the price being paid by such Comparable Provider (the "Unavailable Channel"), then such Unavailable Channel is not required to be offered by Cable TV, Inc. In such event, Cable TV, Inc. may substitute another channel having a cost to Cable TV, Inc. not to exceed 110% of the price being paid by such Comparable Provider for the Unavailable Channel (such substitute channel shall be subject to the approval of Umbrella Association, and such approval or disapproval shall not be unreasonably withheld or delayed). In the event (i) the Umbrella Association notifies Cable TV, Inc. that it does not approve the substitute channel suggested by Cable TV, Inc. or (ii) Cable TV, Inc. and Umbrella Association disagree on the price being paid by such Comparable Provider, or (iii) the price being paid by such Comparable Provider cannot be determined, then the substitute channel or the price being paid by such Comparable Provider shall be determined by arbitration in accordance with the rules then pertaining of the American Arbitration Association; and, in the case of the price being paid by a Comparable Provider, if the arbitrator cannot determine the price being paid by such Comparable Provider, then such price shall be that amount to be set by arbitration as being a reasonable amount.

(iii) If the Basic Comparable Programming offered by both Comparable Providers differ, then the Basic Television Programming shall be determined by written agreement between Cable TV, Inc. and Umbrella Association, provided that if such written agreement cannot be reached within 30 days following written request by either party, then the Basic Television

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Programming shall be determined as follows (subject to the other provisions of this Agreement):

1. Those channels which are part of the Basic Comparable Programming for both of the Comparable Providers shall be included in the Basic Television Programming;

2. The average cost (the "Different Channels Average Cost") to the Comparable Providers of the channels which are part of the Basic Comparable Programming and which are different (the "Different Channels") shall be determined and additional channels shall be selected by Umbrella Association from the list of those Different Channels, provided that the aggregate cost of the channels so selected shall not exceed the Different Channels Average Cost and the total number of Different Channels selected shall not exceed the average number of the Different Channels.

3.3.1.5 Any Replacement Comparable Provider shall be located in King, Snohomish or Pierce counties, and have a number of subscribers, technology and equipment similar to Cable TV, Inc. Within 20 days following the request of either Cable TV, Inc. or Umbrella Association, Cable TV, Inc. and Umbrella Association shall endeavor to agree upon the identity of the Replacement Comparable Provider. If Cable TV, Inc. and Umbrella Association cannot agree upon the identity of the Replacement Comparable Provider within such 20 day period, the identity of such Replacement Comparable Provider shall be determined by arbitration in accordance with the rules then pertaining of the American Arbitration Association. If both Viacom and TCI are required to be replaced, then only one Replacement Comparable Provider shall be designated and the Basic Comparable Programming or Expanded Basic Comparable Programming, as appropriate, of such Replacement Comparable Provider shall be used to determine the Basic Television Programming or Expanded Basic Television Programming of Cable TV, Inc., subject to the other provisions of this Agreement.

3.4 Expanded Basic Television Programming: Definitions and Determination.

3.4.1 Expanded Basic Television Programming ("Expanded Basic") shall mean a group of television channels substantially similar, in terms of the number of channels and programming makeup, to the expanded basic television programming offered by the Comparable Providers subject to the following Sections of this Section 3.4.1. The expanded basic television programming being provided by each Comparable Provider is herein called "Expanded Basic Comparable Programming". The expanded basic monthly rate being charged by each Comparable Provider for the Expanded Basic Comparable Programming is herein called the "Comparable Provider's Expanded Basic Monthly Rate".

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3.4.1.1 The expanded basic television programming being offered by Viacom as of the date of this agreement is called by Viacom the "Satellite Value Package"; it is this Satellite Value Package, or any replacement thereof by Viacom, that shall be used in determining the expanded basic television programming offered by Viacom.

3.4.1.2 The expanded basic television programming being offered by TCI as of the date of this agreement is called by TCI the "Expanded Basic" package; it is this Expanded Basic package, or any replacement thereof by TCI, that shall be used in determining the expanded basic television programming offered by TCI.

3.4.1.3 If any of the following events occur, then at the sole option and discretion of Cable TV, Inc., the expanded basic television programming being offered by the Comparable Provider with respect to whom such events occur shall not be used in determining Expanded Basic Comparable Programming, and instead a Replacement Comparable Provider shall be used, with such Replacement Comparable Provider to be determined in accordance with the provisions of Section 3.3.1.5:

(i) The number of television channels being offered by the Comparable Provider as part of its expanded basic television programming exceeds 20 channels;

(ii) The technology or equipment used by the Comparable Provider changes materially from the technology or equipment used by the Comparable Provider as of the date of this First Amendment;

(iii) The Comparable Provider offers, as part of its expanded basic television programming, services or options not available to Cable TV, Inc. using its then currently existing equipment and technology;

(iv) Due to technological change, merger, or change in business plan or direction, the services offered by the Comparable Provider is substantially different from those services with respect to its expanded basic television programming offered as of the date of this First Amendment.

3.4.1.4 The following provisions shall apply in determining the Expanded Basic Television Programming to be offered by Cable TV, Inc.:

(i) If the Expanded Basic Comparable Programming offered by the Comparable Providers is identical, then such programming shall be the Expanded Basic Television Programming to be offered by Cable TV, Inc., subject to the other provisions of this Agreement.

(ii) If any particular television channel offered by a Comparable Provider as part of its Expanded Basic Comparable Programming is either not

available to Cable TV, Inc. or is available to Cable TV, Inc. at a cost in excess of 110% of the price being paid by such Comparable Provider (the "Unavailable Channel"), then such Unavailable Channel is not required to be offered by Cable TV, Inc. In such event, Cable TV, Inc. may substitute another channel having a cost to Cable TV, Inc. not to exceed 110% of the price being paid by such Comparable Provider for the Unavailable Channel (such substitute channel shall be subject to the approval of Umbrella Association and such approval or disapproval shall not be unreasonably withheld or delayed). In the event (i) the Umbrella Association notifies Cable TV, Inc. that it does not approve the substitute channel suggested by Cable TV, Inc. or (ii) Cable TV, Inc. and Umbrella Association disagree on the price being paid by such Comparable Provider, or (iii) the price being paid by such Comparable Provider cannot be determined, then the substitute channel or the price being paid by such Comparable Provider shall be determined by arbitration in accordance with the rules then pertaining of the American Arbitration Association; and, in the case of the price being paid by a Comparable Provider, if the arbitrator cannot determine the price being paid by such Comparable Provider, then such price shall be that amount to be set by arbitration as being a reasonable amount.

(iii) If the Expanded Basic Comparable Programming offered by both Comparable Providers differ, then the Expanded Basic Television Programming shall be determined by written agreement between Cable TV, Inc. and Umbrella Association, provided that if such written agreement cannot be reached within 30 days following written request by either party, then the Expanded Basic Television Programming shall be determined as follows (subject to the other provisions of this Agreement):

1. Those channels which are a part of the Expanded Basic Comparable Programming for both of the Comparable Providers shall be included in the Expanded Basic Television Programming;

2. The average cost (the "Different Channels Average Cost") to the Comparable Providers of the channels which are a part of the Expanded Basic Comparable Programming and which are different (the "Different Channels") shall be determined and the additional channels shall be selected by Umbrella Association from the list of those Different Channels, provided that the aggregate cost of the channels so selected shall not exceed the Different Channels Average Cost and the total number of Different Channels selected shall not exceed the average number of the Different Channels.

3.5 Providing Basic and Expanded Basic.

3.5.1 For a period of three (3) years following the date of this First Amendment, and for any continuation period as set forth below in Section 3.5.1.3, Cable TV, Inc. shall provide to each Unit on the Property the Basic Television Programming and the Expanded Basic on and subject to the following terms and conditions:

3.5.1.1 The Expanded Basic shall be provided in addition to the Basic Television Programming.

3.5.1.2 Umbrella Association shall pay to Cable TV, Inc. in advance on or before the 10th day of each month for which Basic Television Programming and Expanded Basic is to be provided a sum of money equal to eighty percent (80%) of the average of the Comparable Providers' Basic Monthly Rates plus 80% of the average of the Comparable Providers' Expanded Basic Monthly Rates (as such monthly charge may change from time to time), multiplied by the total number of Units to which this Agreement applies whether or not each such Unit actually uses the Basic Television Programming or the Expanded Basic. However, if and so long as the Comparable Providers are not both TCI and Viacom (but instead include a Replacement Comparable Provider), then the monthly sum per Unit to be paid by Umbrella Association in any month shall not be increased more than 10% in any 12 calendar month period. Umbrella Association shall be responsible to collect the charge from each Unit, and shall pay the amount owed to Cable TV, Inc. when due on or before the 10th day of each month whether or not Umbrella Association has actually collected the monthly charge from each Unit. This Section 3.5.1.2 is subject to Section 4.1 of the Initial Easement and Agreement as set forth in this First Amendment.

3.5.1.3 This agreement to provide and pay for Basic Television Programming and Expanded Basic shall continue until December 31, 1996, and shall automatically be renewed for successive three (3) year periods; provided that Umbrella Association shall have the right to terminate the obligation of Cable TV, Inc. to provide and the Umbrella Association to pay for, and the individual Unit owners to receive and pay for, the Expanded Basic (but not the Basic Television Programming), by delivering to Cable TV, Inc. at least 90 days prior to the expiration of any such three (3) year period a written notice stating that Umbrella Association no longer desires to collect and pay for Expanded Basic effective upon the expiration of such three (3) year period.

3.5.2 Upon termination of the obligations relative to Expanded Basic as set forth in Section 3.5.1.3, Cable TV, Inc. shall thereafter provide Basic Television Programming for all Units to which this Agreement applies on and subject to the following terms and conditions:

3.5.2.1 Umbrella Association shall pay to Cable TV, Inc. in advance on or before the 10th day of each month for which Basic Television Programming is provided a sum of money equal to eighty percent (80%) of the average of the Comparable Providers' Basic Monthly Rates (as such monthly charge may change from time to time), multiplied by the total number of Units to which this Agreement applies, whether or not each such Unit actually uses the Basic Television Programming. However, if and so long as the Comparable Providers are not both TCI and Viacom (but instead include a Replacement Comparable Provider), then the monthly sum per Unit to be paid by Umbrella Association in any month shall not be increased more than 10% in any 12

calendar month period. Umbrella Association shall be responsible to collect such charge from each Unit, and shall pay the amount owed to Cable TV, Inc. when due on or before the 10th day of each month whether or not Umbrella Association has actually collected such monthly charge from each Unit. This Section 3.5.2.1 is subject to Section 4.1 of the Initial Easement and Agreement as set forth in this First Amendment.

3.5.2.2 So long as Cable TV, Inc. is able to provide channels or services in addition to or in lieu of the Basic Television Programming, such as Expanded Basic or Premium Television Service, the owner of any individual Unit to which this Agreement applies will be given the right to subscribe from time to time to such additional channels or service, provided that each such Unit owner shall pay to Cable TV, Inc. in advance on or before the 10th day of each month, for such additional channels or services. such charge as Cable TV, Inc. shall set from time to time therefor.

3.6. Maintenance. Cable TV, Inc. agrees to undertake reasonable maintenance and repair of Cable TV, Inc.'s cable television system so as to provide reasonable quality television service as required by this Agreement consistent with the capabilities of Cable TV, Inc.'s equipment, as it exists from time to time, reasonably maintained.

3.7 Umbrella Association Television Channel. As long as Cable TV, Inc. is providing Basic Television Programming to Units on the Property pursuant to this Agreement, Cable TV, Inc. will make available to Umbrella Association, without charge, a television channel, such as present channel number 2, for Umbrella Association to transmit to Units to which this Agreement applies such television programming as Umbrella Association shall determine, consistent with the then existing capabilities of the System. Umbrella Association shall be responsible to provide and pay for all additional equipment necessary to enable Umbrella Association to make use of such television channel.

3.8 New Technology. Sections 3.1 through 3.7 do not require Cable TV, Inc. to install new equipment or new technology, even though such new equipment or new technology may be installed by Cable TV, Inc. at its option. The parties recognize that given the length of term of the Agreement, new technology may be developed which may offer programming or services not available with the then existing System. The Umbrella Association may desire from time to time that the Units on the Property have available additional services that the then existing System cannot provide. Both the Umbrella Association and Cable TV, Inc. recognize that while not every desire of the Umbrella Association can be met, both parties desire the Umbrella Association have some ability to obtain an upgrade in the technology of the System from time to time if such upgrade has not already been made by Cable TV, Inc. Therefore, the parties agree as follows (however the following provisions shall not be applicable until after December 31, 1997):

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3.8.1 If Umbrella Association desires that new technology be incorporated into the System to enable new programming or services to be made available to the Units, the Umbrella Association shall make written request to Cable TV therefor, specifying in detail the new technology, programming and/or services desired and request that Cable TV, Inc. acquire, install and/or provide such new technology, programming and/or service.

3.8.2 Cable TV, Inc. shall be required to provide such new technology, programming and/or services on and subject to the following conditions and if, and only if, the following conditions are met:

3.8.2.1 Substantially similar new technology, programming and/or services is offered by a majority of the Comparable New Technology Providers (defined below);

3.8.2.2 Cable TV Inc. is able to acquire the new technology, programming and/or services requested by the Umbrella Association for no more than the cost paid by the Designated Comparable New Technology Provider (defined below) therefor;

3.8.2.3 The actual Basic Television Programming and the Expanded Basic to be provided by Cable TV, Inc. pursuant to this Agreement shall be determined solely with reference to the Designated Comparable New Technology Provider, subject to the other terms and provisions of this Agreement. The amount to be paid by the owner of each Unit for Basic Television Programming and Expanded Basic shall be the rates and fees for such programming and services as charged by the Designated Comparable New Technology Provider, less 20% of the monthly charge made by the Designated Comparable New Technology Provider for Basic Television Programming or Expanded Basic (but not charges for any other services, such as premium channels or pay per view options) for so long as Umbrella Association continues to collect, remit and account for the Basic Charges owed to Cable TV, Inc.;

3.8.2.4 The length of term of this Agreement is extended to enable Cable TV, Inc. to fully amortize over such extended length of term, at the rates to be paid by Umbrella Association and at a reasonable interest rate (not less than the interest rate being charged by any third party lender loaning funds to Cable TV, Inc. to finance the cost of the acquisition and installation of the new technology), the cost of the acquisition, installation and operation of the new technology; and

3.8.3 A Comparable New Technology Provider is a cable television provider located in King, Snohomish or Pierce counties, Washington, providing cable television service to a residential development of approximately (within 15%) the same size (in terms of number of subscribers) as the number of Units to which Basic Television Programming is to be provided pursuant to this Agreement. In the event Umbrella Association and Cable TV, Inc. cannot agree,

within 10 days after written request by either party to the other, upon a complete list of Comparable New Technology Providers, then the list of Comparable New Technology Providers shall be determined by arbitration in accordance with the rules then pertaining of the American Arbitration Association.

3.8.4. The Designated Comparable New Technology Provider is that Comparable New Technology Provider having rates for Basic Television Programming closest to the average of all of the Comparable New Technology Providers. In the event Umbrella Association and Cable TV, Inc. cannot agree, within 10 days after written request by either party to the other, upon the Designated Comparable New Technology Provider, then the Designated Comparable New Technology Provider shall be determined by arbitration in accordance with the rules then pertaining of the American Arbitration Association.

3. Amendment To Fee. Sections 4.1, 4.2 and 4.3 of the Initial Easement and Agreement are hereby deleted and replaced in their entirety with the following:

4.1 Basic Charge. The money required to be paid by Umbrella Association pursuant to this Agreement is herein called the "Basic Charge", whether such Basic Charge is for Basic Television Programming or for Expanded Basic. The owner of each Unit shall be responsible to pay the Basic Charge applicable to such Unit (however, as between Umbrella Association and Cable TV, Inc., Umbrella Association has agreed to collect and remit the Basic Charge to Cable TV, Inc.) The Basic Charge shall become payable for each Unit in the first full month after the Unit is substantially completed and has Basic Television Programming available to it through the System; provided however, that no Unit shall be subject to a Basic Charge until the earlier of the date such Unit has been sold to a third party or has otherwise become occupied for residential or other occupancy purposes. The 80% provision in Sections 3.5.1.2 and 3.5.2.1 represent a discounted bulk rate to Umbrella Association because Umbrella Association has agreed to collect the Basic Charge from the Unit owner and remit the same in bulk to Cable TV, Inc. and to account for the amounts paid or payable by each Unit subject to this Agreement. In the event Umbrella Association fails to collect and remit in bulk as required by this Agreement, the 80% provisions in Sections 3.5.1.2 and 3.5.2.1 shall be increased to 100%, provided that such increase shall not apply until Umbrella Association has been given 30 days advance written notice of the failure to pay and has failed to cure in full such failure to pay within such 30 day period, and provided further that if a good faith dispute exists as to whether Umbrella Association has failed to collect and remit in bulk as required by this Agreement, then such increase shall not apply until Umbrella Association has been given 30 days advance written notice of the failure to pay after the resolution of such good faith dispute and has failed to cure in full such failure to pay within such 30 day period..

4.2 (Intentionally Omitted)

4.3 (Intentionally Omitted)

4. Amendment to Remedies. Section 7.2 of the Initial Easement and Agreement is deleted and replaced in its entirety with the following:

"7.2 Remedies. Upon default by Owner, Cable TV, Inc. may, without any further demand or notice pursue any one or more of the following remedies:

7.2.1 Require Owner to execute any and all documents and take any and all actions requested by Cable TV, Inc. to confirm in Cable TV, Inc., free and clear of any lien or charge, the right to possession of and all right, title and interest in and to the System (which Owner agrees to do upon request).

7.2.2 Enter, either with or without notice to Owner, upon the Property and without any court order or other process of law, to take possession of and remove any or all portions of the System that may be removed without doing substantial injury to the Property (Owner hereby waives any trespass or right of action for damages by reason of such entry and removal and agrees that any such taking of possession shall not constitute a termination of this Agreement unless Cable TV, Inc. so notifies Owner in writing);

7.2.3 Terminate this Agreement by written notice to Owner; and

7.2.4 Take whatever other action or remedy Cable TV, Inc. may have at law, in equity or otherwise, including specific performance and the right to recover damages, subject to the obligation to proceed to arbitration in those cases where arbitration is specifically required pursuant to this Agreement.

In the event any party hereto employs an attorney to enforce or defend any claim or cause of action arising out of this Agreement, whether in court or in arbitration, the prevailing party therein shall have the right to recover, and the losing party shall pay, all reasonable attorney's fees, costs and expenses therein incurred, including those incurred on appeal.

5. Warranty of Umbrella Association. Umbrella Association warrants that it has the full power and authority to execute this First Amendment and to modify the Initial Easement and Agreement and that the other Associations identified at the end of this First Amendment for which signature blocks are provided constitute all of the Associations having an interest in the Property.

6. Warranty of Cable TV, Inc. Cable TV, Inc. warrants that it has the full power and authority to execute this First Amendment and to modify the Initial Easement and Agreement.

7. No Further Modifications. Except as modified pursuant to this First Amendment, the Initial Easement and Agreement remains unmodified and in full force and effect, binding upon the parties hereto.

8. Additional Associations. Not all of the Property described on Exhibit A is, at the time of execution of this First Amendment, under the control and ownership of Umbrella Association or one of the individual condominium associations executing the consent at the end of this First Amendment. Some of such Property is still owned by and under the control of Swanson-Dean or its successor. It is contemplated that Swanson-Dean, or its successor will complete development of additional buildings on such other part of the Property and that upon completion of such development by Swanson-Dean, or its successor, such other part of the Property will be conveyed in part to Umbrella Association and in part to one or more new individual condominium associations. Umbrella Association agrees that at such time as any additional part of the Property is conveyed to Umbrella Association and to any new individual condominium association, (i) Umbrella Association will cause any such new individual condominium association to execute, consent to, approve and agree to this First Amendment, and (ii) this First Amendment shall be deemed to apply to such additional part of the Property. Umbrella Association, Cable TV, Inc., and the individual condominium associations consenting to, approving and agreeing to this First Amendment agree that as such additional part of the Property is conveyed to new individual condominium associations, additional signature blanks therefor (or additional consent signature pages) may be added to this First Amendment for execution by such new individual condominium associations, and upon execution thereof such new individual condominium association shall be bound to this First Amendment. Any such execution may be on one or more executed counterparts of this First Amendment, or on a photocopy of this First Amendment. Upon execution by such new individual condominium association, two originals of such executed document shall be delivered to Cable TV, Inc., one of which may be recorded by Cable TV, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

PROVIDENCE POINT CABLE
TV, INC.

By 

Gary N. Corum,
President

Address: 320 - 108th Ave. N.E.
P. O. Box 3844
Bellevue, WA 98009

PROVIDENCE POINT
UMBRELLA ASSOCIATION

By 

William Reiss,
President

Address: 4135 - A
Providence Pt. Dr. S.E.
Issaquah, WA 98027

This First Amendment to Initial Easement and Agreement dated effective January 1, 1994,
is hereby consented to, approved by and agreed to by all of the following:

CENTER VILLAGE I ASSOCIATION OF
APARTMENT OWNERS

By: Margaret C Lane
President

MEADOW VILLAGE I ASSOCIATION OF
APARTMENT OWNERS

By: Hollis Ramsey
President

HILLTOP VILLAGE I ASSOCIATION OF
APARTMENT OWNERS

By: Quendalyn B. Strong
President

GARDEN VILLAGE ASSOCIATION OF
APARTMENT OWNERS

By: Richard H. Witt
President

WASHINGTON VILLAGE ASSOCIATION OF
APARTMENT OWNERS

By: Dean Stice
President

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gary N. Corum is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of PROVIDENCE POINT CABLE TV, INC. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 3-17-94
Brenda S. Templeton
NAME: BRENDA S. TEMPLETON
(Print Name)
Notary Public in and for the State of
Washington.
Commission Expires: 9-10-94

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that William Reiss is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of PROVIDENCE POINT UMBRELLA ASSOCIATION to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated APR 21 1994
W. G. Mead Jr.
NAME: W. G. Mead Jr.
(Print Name)
Notary Public in and for the State of
Washington.
Commission Expires: 2-1-97

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Margaret Lane is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CENTER VILLAGE I ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated APR 21 1994
[Signature]
NAME: F. G. Mead Jr.
(Print Name)
Notary Public in and for the State of
Washington.
Commission Expires: FEB 1 1997

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Hollis Ramsay is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of MEADOW VILLAGE I ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated APR 21 1994
[Signature]
NAME: F. G. Mead Jr.
(Print Name)
Notary Public in and for the State of
Washington.
Commission Expires: FEB 1 1997

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gwendolyn B. Strong is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of HILLTOP VILLAGE I ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated APR 21 1994
[Signature]
NAME: F. G. Mead Jr.
(Print Name)
Notary Public in and for the State of
Washington.
Commission Expires: FEB 1 1997

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Richard Witt is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of GARDEN VILLAGE ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated APR 21 1994
[Signature]
NAME: F. G. Mead Jr.
(Print Name)
Notary Public in and for the State of
Washington.
Commission Expires: FEB 1 1997

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that T. Deen Stice is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of WASHINGTON VILLAGE ASSOCIATION OF APARTMENT OWNERS to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated APR 21 1994

J. G. Mead Jr.
NAME: J. G. Mead Jr.
(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires: FEB 1 1997

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EXHIBIT A
TO TELEVISION SERVICES EASEMENT AND AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY
(PROVIDENCE POINT)

The southeast quarter of the southeast quarter of Section 9,
Township 24 North, Range 6 East, W.M., in King County,
Washington;

EXCEPT the north 400.00 feet in width of the east 690 feet
in width; also

EXCEPT the south 435.00 feet in width of the north 835.00
feet in width of the east 330 feet in width; also

EXCEPT the east 30.00 feet in said subdivision; also

EXCEPT the following described portion of said subdivision
more particularly described as follows:

Commencing at the southeast corner of said Section 9;
thence along the east line thereof north 01°27'13" east
927.57 feet to the south line of the north 400.00 feet of
said southeast quarter of the southeast quarter;
thence along said south line north 88°27'26" west 330.00
feet to the true point of beginning;
thence south 01°27'13" west 435.00 feet;
thence north 88°27'26" west 175.00 feet;
thence north 59°58'51" west 414.48 feet;
thence north 30°00'00" east 270.00 feet;
thence south 88°27'26" east 410.00 feet to the true point of
beginning; also

EXCEPT the following described portion of said subdivision
more particularly described as follows:

Commencing at the southeast corner of said Section 8;
thence along the south line thereof north 88°28'02" west
30.00 feet to the westerly margin of 228th Avenue S.E. and
the true point of beginning;
thence continuing along said south line north 88°28'02" west
512.49 feet;
thence north 46°34'56" east 582.03 feet;
thence south 88°32'49" east 100.00 feet to said westerly
margin of 228th Avenue S.E.;
thence along said westerly margin south 01°27'13" west
411.35 feet to the true point of beginning;

TOGETHER WITH that portion of the northeast quarter of
Section 16, Township 24 North, Range 6 East, W.M., in King
County, Washington, described as follows:

Commencing at the northeast corner of said Section 16;
thence north 88°28'02" west along the north line of said
Section 16 a distance of 542.49 feet to the point of
beginning;
thence south 46°34'56" west 305.33 feet to a point on a
curve, the center of said curve bears south 27°12'21" east
62.00 feet;
thence southwesterly along said curve to the left through a
central angle of 10°33'42" an arc distance of 11.43 feet to
a point of tangency;
thence south 52°13'57" west 1214.30 feet;

EXHIBIT A-1

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thence south 37°46'03" east 871.00 feet;
thence north 52°13'57" east 500.00 feet;
thence south 37°46'03" east 541.55 feet to a point of curve;
thence on a curve to the left having a radius of 160.00 feet
through a central angle of 77°43'17" an arc distance of
217.04 feet to a point of tangency;
thence north 64°30'40" east 90.86 feet to a point of curve;
thence easterly along said curve to the right having a
radius of 190.25 feet through a central angle of 26°13'52"
an arc distance of 87.10 feet to a point on a curve on the
westerly margin of 228th Avenue S.E. as conveyed to King
County by deed recorded under Recording Number 7110210313,
said point being a point on a curve, the center of which
bears north 76°39'59" west 808.00 feet distant;
thence southerly, southwesterly and westerly along said
margin and the northerly margin of S.E. 43rd Way along said
curve to the right through a central angle of 87°59'49" an
arc distance of 1240.96 feet to a point of tangency;
thence continuing along said margin by the following courses
and distances:

North 78°39'57" west 945.67 feet to a point of curve;
thence on a curve to the right having a radius of 1458.00
feet through a central angle of 29°51'27" an arc distance of
759.78 feet to a point of tangency;
thence north 48°48'30" west 61.08 feet to the west line of
said subdivision;
thence north 01°34'44" east along said west line 1663.45
feet to the northwest corner of said subdivision;
thence south 88°28'02" east 2110.53 feet to the point of
beginning;

TOGETHER WITH the northeast quarter of the southeast quarter
and that portion of the south half of the northeast quarter,
ALL in Section 16, Township 24 North, Range 6 East, W.M., in
King County, Washington, lying southerly of the southerly
margin of S.E. 43rd Way as conveyed to King County by deed
recorded under Recording Number 7110210313;
EXCEPT the east 30 feet thereof for 228th Avenue S.E.

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thence south $37^{\circ}46'03''$ east 871.00 feet;
thence north $52^{\circ}13'57''$ east 500.00 feet;
thence south $37^{\circ}46'03''$ east 541.55 feet to a point of curve;
thence on a curve to the left having a radius of 160.00 feet
through a central angle of $77^{\circ}43'17''$ an arc distance of
217.04 feet to a point of tangency;
thence north $64^{\circ}30'40''$ east 90.86 feet to a point of curve;
thence easterly along said curve to the right having a
radius of 190.25 feet through a central angle of $26^{\circ}13'52''$
an arc distance of 87.10 feet to a point on a curve on the
westerly margin of 228th Avenue S.E. as conveyed to King
County by deed recorded under Recording Number 7110210313,
said point being a point on a curve, the center of which
bears north $76^{\circ}39'59''$ west 804.00 feet distant;
thence southerly, southwesterly and westerly along said
margin and the northerly margin of S.E. 43rd Way along said
curve to the right through a central angle of $87^{\circ}59'49''$ an
arc distance of 1240.96 feet to a point of tangency;
thence continuing along said margin by the following courses
and distances:

North $78^{\circ}39'57''$ west 945.67 feet to a point of curve;
thence on a curve to the right having a radius of 1458.00
feet through a central angle of $29^{\circ}51'27''$ an arc distance of
739.78 feet to a point of tangency;
thence north $48^{\circ}46'30''$ west 61.08 feet to the west line of
said subdivision;
thence north $01^{\circ}34'44''$ east along said west line 163.45
feet to the northwest corner of said subdivision;
thence south $88^{\circ}28'02''$ east 2110.33 feet to the point of
beginning;

TOGETHER WITH the northeast quarter of the northeast quarter
and that portion of the south half of the northeast quarter,
ALL in Section 16, Township 24 North, Range 6 East, W.M., in
King County, Washington, lying southerly of the southerly
margin of S.E. 43rd Way as conveyed to King County by deed
recorded under Recording Number 7110210313;
EXCEPT the east 30 feet thereof for 228th Avenue S.E.

Riddell Williams P S.
Attn: Joseph E Shickich, Jr.
1001 Fourth Avenue Plaza, Suite 4500
Seattle, Washington 98154-1065



Document Title	A-Assignment (Easement)
Reference No(s). Of Related Doc(s).	8412130154 9405041001
Grantor	Providence Point Cable TV, Inc., a Washington corporation
Grantee	Millennium Digital Media Systems, L.L.C., a Delaware limited liability company
Legal Description	SE ¼ SE ¼ S9 T24N R6E W.M.. (Complete legal Description attached as <u>Exhibit A</u>)
Assessor's Parcel Number(s)	147350 001003 (PLUS ADDITIONAL PARCELS LISTED ON ATTACHED EXHIBIT B)

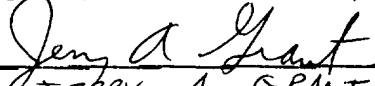
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ASSIGNMENT OF EASEMENT

Providence Point Cable TV, Inc., for itself and as successor to Northland Point Partnership, and as Grantee under the hereinbelow described PROVIDENCE POINT TELEVISION SERVICE EASEMENT AND AGREEMENT, as amended ("Assignor"), in connection with the sale of assets of Providence Point Cable-TV, Inc. to Millennium Digital Media Systems, L.L.C., and for no separate consideration, warrants, conveys and assigns to said Millennium Digital Media Systems, L.L.C. ("Assignee"), all of the Assignor's right, title and interest in that certain PROVIDENCE POINT TELEVISION SERVICE EASEMENT AND AGREEMENT from the Swanson Dean Corporation, a Washington corporation, and Providence Point Umbrella Association, a Washington corporation, to Assignor, recorded in the records of King County, Washington under Recording No. 8412130154, and that certain FIRST AMENDMENT TO INITIAL EASEMENT AND AGREEMENT from Providence Point Umbrella Association, a Washington corporation, to Assignor, recorded in the records of King County, Washington under Recording No. 9405041001, over that portion of the following described property located in King County, Washington and described on Exhibit A hereto.

This Assignment is made and effective the 7th day of January, 2000.

PROVIDENCE POINT CABLE TV, INC.


By: JERRY A. GRANT
its: TREASURER & DIRECTOR

STATE OF WASHINGTON

)

)

ss.

COUNTY OF KING

)

I certify that I know or have satisfactory evidence that he is/~~are~~ the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the treasurer of Providence Point Cable TV, Inc., to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

DATED this Seventh day of January, 2000.

(Seal or stamp)

Alene K. Grant
Notary Signature

Alene K. Grant
Print/Type Name

Notary Public in and for the State of Washington,
residing at Redmond

My appointment expires 3-9-2000

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The southeast quarter of the southeast quarter of Section 9,
Township 24 North, Range 6 East, W.M., in King County,
Washington;

EXCEPT the north 400.00 feet in width of the east 690 feet
in width; also

EXCEPT the south 435.00 feet in width of the north 835.00
feet in width of the east 330 feet in width; also

EXCEPT the east 30.00 feet in said subdivision; also

EXCEPT the following described portion of said subdivision
more particularly described as follows:

Commencing at the southeast corner of said Section 9;

thence along the east line thereof north 01°27'13" east

927.57 feet to the south line of the north 400.00 feet of
said southeast quarter of the southeast quarter;

thence along said south line north 88°27'26" west 330.00
feet to the true point of beginning;

thence south 01°27'13" west 435.00 feet;

thence north 88°27'26" west 175.00 feet;

thence north 59°58'51" west 414.48 feet;

thence north 30°00'00" east 270.00 feet;

thence south 88°27'26" east 410.00 feet to the true point of
beginning; also

EXCEPT the following described portion of said subdivision
more particularly described as follows:

Commencing at the southeast corner of said Section 9;

thence along the south line thereof north 88°28'02" west

30.00 feet to the westerly margin of 228th Avenue S.E. and
the true point of beginning;

thence continuing along said south line north 88°28'02" west
512.49 feet;

thence north 46°34'56" east 582.03 feet;

thence north 88°32'49" east 100.00 feet to said westerly
margin of 228th Avenue S.E.;

thence along said westerly margin south 01°27'13" west
411.35 feet to the true point of beginning;

TOGETHER WITH that portion of the northeast quarter of
Section 16, Township 24 North, Range 6 East, W.M., in King
County, Washington, described as follows:

Commencing at the northeast corner of said Section 16;

thence north 88°28'02" west along the north line of said
Section 16 a distance of 542.49 feet to the point of
beginning;

thence south 46°34'56" west 305.33 feet to a point on a
curve, the center of said curve bears south 27°12'21" east
62.00 feet;

thence southwesterly along said curve to the left through a
central angle of 10°33'42" an arc distance of 11.43 feet to
a point of tangency;

thence south 52°13'57" west 1214.30 feet;

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thence south 37°46'03" east 871.00 feet to a point of tangency;
thence north 52°13'57" east 500.00 feet to a point of tangency;
thence south 37°46'03" east 541.55 feet to a point of curve;
thence on a curve to the left having a radius of 160.00 feet through a central angle of 77°43'17" an arc distance of 217.04 feet to a point of tangency;
thence north 64°30'40" east 90.86 feet to a point of curve;
thence easterly along said curve to the right having a radius of 190.25 feet through a central angle of 26°13'52" an arc distance of 87.10 feet to a point on a curve on the westerly margin of 228th Avenue S.E. as conveyed to King County by deed recorded under Recording Number 7110210313, said point being a point on a curve, the center of which bears north 76°39'59" west 808.00 feet distant;
thence southerly, southwesterly and westerly along said margin and the northerly margin of S.E. 43rd Way along said curve to the right through a central angle of 87°59'49" an arc distance of 1240.96 feet to a point of tangency;
thence continuing along said margin by the following courses and distances:

North 78°39'57" west 945.67 feet to a point of curve;
thence on a curve to the right having a radius of 1458.00 feet through a central angle of 29°51'27" an arc distance of 759.78 feet to a point of tangency;
thence north 48°48'30" west 61.08 feet to the west line of said subdivision;
thence north 01°34'44" east along said west line 1063.45 feet to the northwest corner of said subdivision;
thence south 88°28'02" east 2110.53 feet to the point of beginning;

TOGETHER WITH the northeast quarter of the southeast quarter and that portion of the south half of the northeast quarter, ALL in Section 16, Township 24 North, Range 6 East, W.M., in King County, Washington, lying southerly of the southerly margin of S.E. 43rd Way as conveyed to King County by deed recorded under Recording Number 7110210313;
EXCEPT the east 30 feet thereof for 228th Avenue S.E.

**EXHIBIT B
TO TELEVISION SERVICES EASEMENT AND AGREEMENT
LEGAL DESCRIPTION OF CENTER VILLAGE**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16;
 THENCE N88°28'02"W ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 842.49 FEET;
 THENCE S46°34'56"W 305.33 FEET TO A POINT ON A CURVE, THE CENTER OF SAID CURVE BEARS S27°12'21"E 62.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°33'42", AN ARC DISTANCE OF 11.43 FEET TO A POINT OF TANGENCY;
 THENCE S52°13'57"W 1214.30 FEET;
 THENCE S37°46'03"E 325.76 FEET;
 THENCE S52°13'57"W 117.61 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE S37°29'34"E 299.37 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 217.00 FEET;
 THENCE SOUTHEASTERLY AND SOUTHERLY 185.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'50";
 THENCE S11°23'16"W 74.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 233.00 FEET;
 THENCE SOUTHERLY AND SOUTHEASTERLY 131.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°27'02";
 THENCE S21°03'46"E 128.21 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 127.38 FEET;
 THENCE SOUTHEASTERLY AND SOUTHERLY 98.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°10'20" TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 780.00 FEET (A RADIAL LINE THROUGH SAID BEGINNING BEARS S31°04'53"W);
 THENCE SOUTHEASTERLY 184.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'47" TO A RADIAL LINE OF SAID CURVE WHICH BEARS S17°31'06"W;
 THENCE ALONG A NON-TANGENT LINE N46°55'28"E 251.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 155.00 FEET;
 THENCE EASTERLY AND SOUTHEASTERLY 76.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°20'03";
 THENCE S64°44'29"E 53.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 90.00 FEET;
 THENCE SOUTHEASTERLY 68.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°38'48";
 THENCE S21°05'41"E 103.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST ON THE NORTHERLY MARGIN OF S.E. 43RD WAY HAVING A RADIUS OF 802.00 FEET (A RADIAL LINE THROUGH SAID POINT BEARS S11°19'04"E);
 THENCE WESTERLY 319.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°39'07";
 THENCE CONTINUING ALONG SAID NORTHERLY MARGIN OF S.E. 43RD WAY N78°39'57"W 945.67 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1456.00 FEET;
 THENCE NORTHWESTERLY 759.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°51'27";
 THENCE N48°48'30"W 61.08 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;
 THENCE ALONG SAID WEST LINE N01°34'44"E 1161.09 FEET;

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THENCE S88°25'16"E 145.74 FEET;
THENCE S24°09'44"E 100.00 FEET;
THENCE S70°49'16"E 55.00 FEET;
THENCE N19°10'44"E 100.00 FEET;
THENCE N65°05'43"E 308.71 FEET;
THENCE S51°20'25"E 192.09 FEET;
THENCE S17°41'14"W 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE
TO THE SOUTHWEST HAVING A RADIUS OF 192.00 FEET (A RADIAL LINE THROUGH SAID
BEGINNING BEARS N20°51'11"E);
THENCE SOUTHEASTERLY AND SOUTHERLY 241.61 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 72°06'00";
THENCE S02°57'11"W 8.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE
NORTHEAST HAVING A RADIUS OF 333.00 FEET;
THENCE SOUTHERLY AND SOUTHEASTERLY 297.14 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 51°07'31";
THENCE S48°10'20"E 79.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE
SOUTHWEST HAVING A RADIUS OF 517.00 FEET;
THENCE SOUTHEASTERLY 96.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
10°40'46" TO THE TRUE POINT OF BEGINNING AND CONTAINING 39.42 ACRES MORE OR
LESS.

5/1/64
RCM/PSA
41220.01/SC-65
REV. 6/18/84

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EXHIBIT B

<u>Parcel Number</u>	<u>Parcel Number</u>	<u>Parcel Number</u>	<u>Parcel Number</u>	<u>Parcel Number</u>
147350 001003	147350 057005	147350 113006	147352 012008	269840 030002
147350 002001	147350 058003	147350 114004	147352 013006	269840 031000
147350 003009	147350 059001	147350 115001	147352 014004	269840 032008
147350 004007	147350 060009	147350 116009	147352 015001	269840 033006
147350 005004	147350 061007	147350 117007	147352 016009	269840 034004
147350 006002	147350 062005	147350 118005	147352 017007	269840 035001
147350 007000	147350 063003	147350 119003	147352 018005	269840 036009
147350 008008	147350 064001	147350 120001	147352 019003	269840 037007
147350 009006	147350 065008	147350 121009	147352 020001	337930 001009
147350 010004	147350 066006	147350 122007	147352 021009	337930 002007
147350 011002	147350 067004	147350 123005	147352 022007	337930 003005
147350 012000	147350 068002	147350 124003	147352 023005	337930 004003
147350 013008	147350 069000	147350 125000	147352 024003	337930 005000
147350 014006	147350 070008	147350 126008	147352 025000	337930 006008
147350 015003	147350 071006	147350 127006	147352 026008	337930 007006
147350 016001	147350 072004	147350 128004	147352 027006	337930 008004
147350 017009	147350 073002	147350 129002	147352 028004	337930 009002
147350 018007	147350 074000	147350 130000	147352 029002	337930 010000
147350 019005	147350 075007	147350 131008	147352 030000	337930 011008
147350 020003	147350 076005	147350 132006	147352 031008	337930 012006
147350 021001	147350 077003	147350 133004	147352 032006	337930 013004
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147350 023007	147350 079009	147350 135009	147352 034002	337930 015009
147350 024005	147350 080007	147350 136007	147352 035009	337930 016007
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147350 026000	147350 082003	147350 138003	147352 037005	337930 018003
147350 027008	147350 083001	147350 139001	147352 038003	337930 019001
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147350 040001	147350 096003	147350 152004	269840 013008	337930 032004
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147350 042007	147350 098009	147350 154000	269840 015003	337930 034000
147350 043005	147350 099007	147350 155007	269840 016001	337930 035007
147350 044003	147350 100003	147350 156005	269840 017009	337930 036005
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147350 046008	147350 102009	147352 001001	269840 019005	337930 038001
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147350 048004	147350 104005	147352 003007	269840 021001	337930 040007
147350 049002	147350 105002	147352 004005	269840 022009	337930 041005
147350 050000	147350 106000	147352 005002	269840 023007	337930 042003
147350 051008	147350 107008	147352 006000	269840 024005	337930 043001
147350 052006	147350 108006	147352 007008	269840 025002	337930 044009
147350 053004	147350 109004	147352 008006	269840 026000	337930 045006
147350 054002	147350 110002	147352 009004	269840 027008	337930 046004
147350 055009	147350 111000	147352 010002	269840 028006	337930 047002
147350 056007	147350 112008	147352 011000	269840 029004	337930 048000

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Parcel Number	Parcel Number	Parcel Number	Parcel Number
337930 049008	541540 034009	918862 019000	102406 900104
337930 050006	541540 035006	918862 020008	162406 902906
337930 051004	541540 036004	918862 021006	162406 903508
337930 052002	541540 037002	918862 022004	
337930 053000	541540 038000	918862 023002	
337930 054008	541540 039008	918862 024000	
337930 055005	541540 040006	918862 025007	
337930 056003	541540 041004	918862 026005	
337930 057001	541540 042002	918862 027003	
337930 058009	541540 043000	918862 028001	
337930 059007	541540 044008	918862 029009	
337930 060005	541540 045005	918862 030007	
337930 061003	541540 046003	918862 031005	
337930 062001	541540 047001	918862 032003	
337930 063009	541540 048009	918862 033001	
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541540 028001	918862 013003		
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541540 031005	918862 016006		
541540 032003	918862 017004		
541540 033001	918862 018002		