

Secretary of Federal Communications Commission
445 12th Street S.W.
Washington, D.C. 20554

RE: MB Doc #07-51 Exclusion

Received & Inspected

JUN 22 2009

FCC Mail Room

Dear Sir:

The enclosed contract between a MDU corporation and the Barclay Condominium Homeowners Association is supposedly in effect in our condominium building at 4940 S. East End Ave. Chicago, IL 60615 according to the date on the first page of the contract from August 3, 2005 to the present time.

The building has 82 condominiums and four rental units. I am owner of unit 11E I note that because of rulings by the F.C.C. in 1992 and October 31, 2007 there are no longer legal exclusivity clauses. The enclosed contract appears to me to definitely have an exclusivity clause. Furthermore we were told the unless 100% of the unit owners subscribed there would be no satellite service by MDU to the building.

The amount paid for the service was at first \$29.00 a month; it has increased supposedly 3 percent a year. The amount was added to the assessment along with costs for the maintenance and repair of the building which are apportioned on the basis of the percentage of unit ownership of the entire building. The amount billed for the service was not based on the percent of ownership but is based on an equal amount for the service billed to each condominium unit, in the beginning \$29.00 dollars for each apartment.

From the beginning of the contract I have protested it on several grounds and refused to pay the fee for the satellite service it purports to supply to the unit owners. I refused to have the device which enables the use of the satellite service installed in my apartment.

My refusal was based on several grounds: I suspected MDU to be an upstart scam outfit; they did not get a permit from the City of Chicago Building Department, Electrical Division which on my investigation into the matter was told they should have. I asked the installer on the grounds whether he had gotten one and he said "No".

I objected then as I do now on its cost to me raising my monthly assessment while I am on Social Security and have little to pay for this non-essential service added to an already increasing monthly assessment. I objected that I am an educated woman whose tastes, necessities in entertainment are different from and are superior to the content of cable channels: they show little basis for the "research" in the documentaries; or community preferences in the selection of topics in the credits. I have been a librarian involved in authority of content of materials, educational and other and I do not want to pay for inferior programming. Which they all are. I do not need repetitive movies of their MDU's selection and taste. They bundle failing channels, like "soft porn" they offer to an audience not likely and certainly not me likely to turn on these channels. In addition to my personal lack of interest in their low tastes these channels would fail if honestly marketed and I do not care to be a patsy for the "mob" or some group holding the building in servitude or bondage to their ability to provide a wire and a receiver. I was not interested in the "Sopranos", almost everyone else in the country had some interest in the program. Anyone wanting to see this program would have to pay separate for HBO instead of choosing HBO in a group of their favorite channels. Refusing to subscribe to MDU is not only for me a question of economy and cultural level I refuse to be scammed or to allow anyone else be scammed by their trash. I also objected then on the obsolescent technology and being locked into it on a long term contract.

No. of Copies rec'd _____
List A B C D E _____

In August, 2007 I was told I would not get a letter saying my assessments were all paid up to enable me to get my equity loan renewed, which equity loan is for the special assessment of \$9,000.00 which came up this year, 2009. Therefore I was forced to pay to Wolin/Levin the then Real Estate Management Company the amount of some \$300.00 and more, which I had withheld from my assessments in nonpayment of the satellite TV.

Recently, with our changing from Wolin/Levin Real estate Management to Lieberman Real Estate Management Services I have been subject to "late fees" which I have also protested, of \$75.00 dollars a month and I received a letter that, including the amount for the non-payment of the satellite television fees I owe over \$1,800.00 dollars.

Previously Sid Miller of Wolin/Levin said they would just wait until the billing gets high enough and then they would just get a lien on my apartment.

I consider this to be what they are doing now in order to get my property under their control. There have been, predictably, nine other units in the building which have gone into foreclosure or bankruptcy, forced and untimely fees of various nature in assessments have led to this state of affairs.

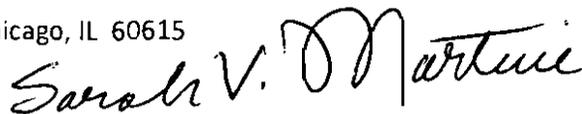
I consider their effort to get a lien on my property to be entirely without legal basis and would like the F.C.C. to give me an opinion on whether or not my case does actually come under the October 31, 2007 F.C.C. ruling that exclusivity clauses in contracts in cable video television between cable programmers and providers and managers of hi-rise buildings are null and void and whether or not I as a non user and refuser of the service can be forced to pay for it.

The entire situation seems to me to be contrary to fairness and any principles of payment only for what you receive and the ability to refuse to buy and to refuse payment for what you do not want to buy.

As to there being a choice by any majority of unit owners wanting the service we were told to begin with there were 12 who did not want the service. There was a questionable count of unit owners which was never posted and no one knows the names of those who refused. The contract says there are 87 units but four are rental apartments, non owner used and some of the supposed 82 condominium units are two apartments throw into one unit. Did they have one vote or two? It would seem that 12 who did not want the service by their own words would be about 15 percent of 82 unit owners. But there are less than 82 units and the 4 rental units and the office cannot count in any choice. Not only is the count of any "majority" obscure and it was never posted but as I recall, the person who did the count did it after she came on the board a year later after the matter came up, Ms Bethe, and therefore the contract may have been signed and agreed to before there was any supposed count of a majority of persons wanting to get satellite TV. Also, MDU took down the ComCast wiring although some persons had this service in their apartments, These also may have been some of the persons who did not want MDU's services. There are records of protest at board meetings in 2006.

At any rate I believe I can refuse to pay for satellite TV under this contract or any other contract when I do not wish to have the service and it is based on an exclusivity clause. The contract should be for those who want satellite TV, with a legal contract.

Sincerely yours, Sarah V. Martini, 4940 S. East End Ave., 11E Chicago, IL 60615



Contract at issue and other recent statements to the Barclay Board attached, *and the Illinois Attorney General*

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me a question of economy and cultural level I refuse to be scammed or to allow anyone else be scammed by their trash. I also objected then and do now on the obsolescent technology and being locked into it on a long term contract. I was told that one board members cable fees were too high and therefore it was only a neighborly thing to help pay for her cable TV! I felt she, Dr. Aleta Clark was using a medical accounting practice to share overhead among patients, etc. in a matter of mere personal entertainment and said so; and that rather a board member as she was should represent me.

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I consider this plan to be what they are doing now in order to get my property under their control. There have been, predictably, nine other units in the building which have gone into foreclosure or bankruptcy. Forced and untimely fees are contributory to this state of affairs.

I consider their effort to get a lien on my property to be entirely without legal basis. I would like the F.C.C. to give me an opinion on whether or not my case does actually come under the October 31, 2007 F.C.C. ruling that exclusivity clauses in contracts in cable video television between cable programmers and providers and managers of hi-rise buildings are null and void and whether or not I as a non user and who has refused the service can be forced to pay for it.

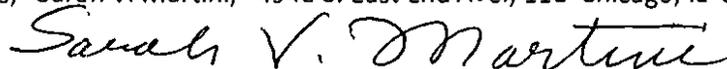
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At any rate I believe I can refuse to pay for satellite TV under this contract or any other contract when I do not wish to have the service and it is based on an exclusivity clause. The contract should be for those who want satellite TV, with a legal contract.

Thank you for your kind consideration of my complaint and request for a decision in this matter or information on whether or not there are orders dealing with a person in my position.

Sincerely yours, Sarah V. Martini, 4940 S. East End Ave., 11E Chicago, IL 60615

A handwritten signature in black ink that reads "Sarah V. Martini". The signature is written in a cursive style with a large, prominent 'S' at the beginning.

Attached:

Contract at issue and other recent statements to the Barclay Board attached.

Copy to:

John Norton, Department Chief

Policy Division Media Bureau FCC

RE: MB Doc #07-51 Exclusivity

445 12th Street S. W.

Washington, D. C. 20554

As per Mr. Broekart' referral approximately December 23, 2008

DIGITAL SATELLITE SERVICES ACCESS AGREEMENT

This Agreement ("Agreement") is made and entered into this 3rd day of August 2005 ("Effective Date"), by and between MFI Communications (USA) Inc. ("Company"), a Washington corporation, with offices located at 60-D Commerce Way, Totowa, New Jersey 07512 and Barclay Condominium Home Owner's Association ("Owner"), an Illinois condominium association, with an office located at 4940 S.E. End Ave., Chicago, IL 60615, (hereinafter collectively, "Parties" and individually, "Party").

RECITALS

WHEREAS, Company is in the business of constructing, installing, operating and maintaining the equipment necessary to provide digital satellite multi-channel video programming and high-speed (broadband) Internet service to owners and residents of multi-dwelling units; and

WHEREAS, Owner owns certain real property known as The Barclay Condominiums, containing 87 multi-dwelling units and specifically described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner desires to have Company provide certain bulk digital satellite multi-channel video programming services directly to Owner for viewing by Property residents, upon the terms and conditions hereinafter set forth, and Company is willing to do so upon such terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and covenants expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

SECTION 1: GRANT OF RIGHTS TO COMPANY

- 1.1 Owner grants Company the exclusive right to provide television video services, subject to applicable laws, including state of the art bulk digital satellite multi-channel video programming services directly to Owner (the "Bulk Video Services"). The Bulk Video Services are sometimes hereinafter referred to as the "Services" and are specifically described in Exhibit B, attached hereto and incorporated herein by this reference. The Company will provide the Services using equipment to be installed by the Company (the "Satellite System") and the cable infrastructure network (inside and home run wire, outlets or other passive elements) owned by Owner (the "Owner Distribution System"). Company shall have exclusive use of the Owner Distribution System for the Term of the Agreement.
- 1.2 Owner grants Company a non-exclusive license (the "License") to access the Property, including the right of ingress and egress to and from the Property solely for the purposes of constructing, installing, operating, maintaining, testing, auditing, replacing, altering, and removing the Satellite System, as appropriate, consistent with and subject to the terms, conditions and limitations contained in this Agreement. This License will be effective only so long as Company has rights to provide the Services under this Agreement.
- 1.3 Company will not enter any resident's unit without such resident's prior approval.

SECTION 2: THE SATELLITE SYSTEM

- 2.1 Company will construct, install, operate, and maintain the Satellite System at Company's expense. The Satellite System shall at all times be and remain the sole and exclusive property of Company. No person or entity other than Company shall have any ownership interest in the Satellite System.
- 2.2 Company shall have the exclusive right to interconnect with the Owner Distribution System for delivery of the Services and Company shall operate and maintain the Owner Distribution System for the term of the Agreement. The Owner Distribution System and any conduit or other property installed by Owner on the Property shall at all times be and remain the sole and exclusive property of Owner.
- 2.3 Company will be allowed to locate cable, wires or fiber for the Satellite System, if needed, in conduit (if any) on Property. Company's use of such conduit shall be non-exclusive and limited solely to the purposes described herein.
- 2.4 Company will provide to Owner an Installation Summary for the Satellite System to be installed at the Property prior to installation of such components, which Installation Summary shall be attached hereto as Exhibit C and shall be incorporated herein by this reference (the "Installation Summary"). All Satellite System components will be installed in accordance with the Installation Summary and all applicable laws and industry standards. Company

will be responsible for obtaining and maintaining all governmental permits, licenses and approvals required for installation, upgrade, retrofit, renovation or repair of the Satellite System, as applicable. Company will be responsible for design of the Satellite System and all Satellite System components installed at the Property pursuant to this Agreement.

- 2.5 Company will select the contractors, subcontractors, material providers and suppliers ("Contractors") to be used for construction, installation, repair and operation of the Satellite System, as applicable. Company will provide Contractors with plans, specifications and design detail for all Satellite System components to be installed by Company. Company will also provide Contractors with technical assistance in interpreting plans and specifications and for questions that may arise in connection with the construction, installation, repair or operation of the Satellite System, as applicable. Company shall assume full responsibility and liability for all work performed by any of its Contractors on the Property and shall indemnify Owner for any actions of such Contractors taken against or resulting in damage to Owner or the Property.
- 2.6 Company and Contractors will perform all work on the Property in a good and workmanlike manner and immediately repair any damage to the Property or to any personal property located thereon caused by Company or Company's invitees, employees, Contractors or agents. If Company fails to commence such repair within five (5) business days after receiving written or oral notice of the occurrence of damage, Owner may perform the corrective work at Company's sole cost and expense; provided, however, the damage giving rise to the corrective work shall have been caused by Company or Company's invitees, employees, Contractors or agents. Company will reimburse Owner for such amounts within fifteen (15) business days after Company's receipt of an invoice therefor with interest at the rate of 15% per annum.
- 2.7 Owner shall not interfere with, remove, alter, modify, attempt to repair, maintain or service the Satellite System for the Term of this Agreement.

SECTION 3: TERM; TERMINATION

- 3.1 This Agreement shall commence upon the Effective Date and shall remain in effect for a period of seven (7) years from the Effective Date (the "Term"). The Term shall automatically extend for successive three (3) year terms, unless written notice of termination is received from the Owner to the Company sixty (60) days prior to expiration of the Term or subsequent terms.
- 3.2 The following will constitute Company defaults hereunder, pursuant to which Owner shall have all rights available to it at law, in equity or otherwise including, but not limited to, the right to terminate this Agreement:
- (1) Company fails to provide Services in compliance with this Agreement, and such failure continues for five (5) days after Company's receipt of written notice thereof;
 - (2) Company defaults under any material term or condition of this Agreement and such failure continues for thirty (30) days after Company's receipt of written notice thereof;
 - (3) Company commences a proceeding seeking relief under the United States Bankruptcy Code or any other federal or state law providing for the relief of debtors, or a proceeding under the United States Bankruptcy Code or any other federal or state law providing for the relief of debtors is commenced against Company as debtor and either proceeding is not dismissed within ninety (90) days;
 - (4) an order is entered appointing a receiver, bankruptcy trustee or similar official for the Company or a material portion of its assets or declaring to be bankrupt or insolvent, or a receiver, bankruptcy trustee or similar official takes possession or control of Company or a material portion of its assets; or
 - (5) Company no longer has the legal right or technical ability to offer Services.
- 3.3 This Agreement may be terminated by Company upon the following events:
- (1) the failure or refusal of Owner to timely perform any material obligation under this Agreement; provided that Company shall give fifteen (15) days prior written notice to Owner specifying that a material breach exists; or
 - (2) an order is entered appointing a receiver, bankruptcy trustee or similar official for the Owner or a material portion of its assets or declaring to be bankrupt or insolvent, or a receiver, bankruptcy trustee or similar official takes possession or control of Owner or a material portion of its assets.
- 3.4 Termination pursuant to this Section 3 shall be effected by written notice.
- 3.5 Upon expiration or earlier termination of this Agreement, Company shall thirty (30) days after the expiration or termination of this Agreement to remove the Satellite System from the Property, at Company's sole cost and expense.

- 3.6 Company will repair any damage to the Property resulting from removal or disconnection of the Satellite System and restore the Property to the condition it was in prior to the installation of the Satellite System (ordinary wear and tear excepted), at Company's sole cost and expense. Any of the Satellite System remaining on the Property after the removal period described above shall be deemed abandoned in favor of Owner.

SECTION 4: SERVICES; AGREEMENTS

- 4.1 Company shall provide to Owner, and Owner shall purchase from Company, the Bulk Video Services as set forth in Exhibit B and according to the terms set forth in Exhibit D, attached hereto and incorporated by this reference. Company will give Owner advance notice of at least sixty (60) days before any increase or decrease in Company's rates for the Bulk Video Services.
- 4.2 Company will contract directly with residents to provide any additional services beyond those included in the Bulk Video Services ("Subscriber"). Each Subscriber will be solely responsible for any charges incurred for additional services (as set forth in Exhibit B) provided to Subscriber's unit. Company shall be solely responsible for the collection of installation, subscription, and any other fees or charges for the additional services.

SECTION 5: MARKETING; OTHER SERVICES

- 5.1 Owner agrees to assist Company in marketing the Services to the residents of the Property. Owner agrees to include Company marketing materials in literature provided to all new residents, such material to include programming guides, available services, user guides and customer service information and agrees to display Company marketing material in the leasing and management office.
- 5.2 To assist in the marketing of the Services, Owner shall receive at no charge, for the Term of the Agreement, one (1) Bulk Video Services account for the leasing office.
- 5.3 During the term of this Agreement, the Company shall have the right to offer high-speed Internet services to individual residents over the Satellite System and Owner Distribution System.
- 5.4 During the term of this Agreement, the Company shall have a Right of First Refusal to provide to the Property any other information/communication services, provided such right does not violate any federal, state or local law, ordinance or regulation now existing or hereinafter enacted. If the Owner is desirous of providing residents with additional information or communication services, the Owner agrees to first notify the Company.

SECTION 6: INSURANCE

- 6.1 Company will, at its own expense, obtain and maintain the following insurance:
- (1) Commercial General Liability, with coverage including premises/operations, contractual, personal and advertising injury, and products/completed operations liabilities, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Limits of liability requirements may be satisfied by a combination of Commercial General Liability and Umbrella Excess Liability policies.
 - (2) Motor Vehicle Liability insurance for owned, non-owned and hired vehicles, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. If no vehicles are owned or leased, the Commercial General Liability insurance shall be extended to provide insurance for non-owned and hired automobiles. Limits of liability requirements may be satisfied by a combination of Automobile Liability and Umbrella Excess Liability policies.
 - (3) Workers' Compensation insurance, including coverage for all costs, benefits, and liabilities under Workers' Compensation and similar laws that may accrue in favor of any person employed by Company.
- 6.2 Insurance will be purchased from companies having a rating of A-VII or better in the currently published rating by A.M. Best Company and shall be licensed to do business in the state in which the Property is located. Company shall, at Owner's request, provide copies of requested insurance policies or add Owner as an additional insured.

SECTION 7: INDEMNIFICATION; REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1 Company will indemnify and hold harmless Owner, its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents (collectively, the "Owner Affiliates" and individually, an "Owner Affiliste") from and against any and all costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising directly or indirectly from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

- (1) The Company's actions or omissions with regard to the subject matter of this Agreement, except to the extent Damages are caused or contributed to by the negligence or willful act or omission of Owner, an Owner Affiliate or a Resident;
 - (2) Any breach by Company of any obligation, warranty, representation or covenant under this Agreement, except to the extent such breach is caused or contributed to by the negligence or willful act or omission of Owner, an Owner Affiliate or a Resident; and
 - (3) Any violation by Company of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or any violation of any patent, copyright, license, agreement, or certificate relating to the subject matter hereof.
- 7.2 Company agrees to defend Owner for any Claim, provided that Owner notifies Company promptly, in writing, of any Claims, threatened or actual, and cooperates in every reasonable way to facilitate the defense or settlement of such Claims. Company shall assume the defense of any Claim with counsel reasonably satisfactory to Owner. Owner may employ its own counsel in any such case, and shall pay such counsel's fees and expenses.
- 7.3 Company further represents, warrants and covenants that:
- (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the state in which it is incorporated, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement;
 - (2) it will comply with all federal, state, and local laws, rules, regulations, orders, licenses, and permits applicable to Company pertaining to the performance of its responsibilities under this Agreement;
 - (3) it will provide all Services in a good, workmanlike, and professional manner, employing Contractors and employees fully familiar with the Services and the underlying technology, in accordance with the Installation Summary contained in this Agreement, and in compliance with all applicable laws, regulations, orders and decrees; and
 - (4) this Agreement constitutes a legal, valid and binding obligation enforceable against Company.
- 7.4 Owner will indemnify and hold harmless Company, its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents (collectively, the "Company Affiliates" and individually a "Company Affiliate") from and against any and all Damages arising directly or indirectly from any and all Claims relating to:
- (1) Owner's negligent actions or omissions with regard to the subject matter of this Agreement, except to the extent Damages are caused or contributed to by the negligence or willful act or omission of Company or a Company Affiliate;
 - (2) Any breach by Owner of any obligation, warranty, representation or covenant under this Agreement, except to the extent such breach is caused or contributed to by the negligence or willful act or omission of Company or a Company Affiliate; and
 - (3) Any violation by Owner of any law, rule, regulation or order of any governmental authority having jurisdiction over any aspect hereof, or any violation of any patent, copyright, license, agreement or certificate relating to the subject matter hereof.
- 7.5 Owner further represents, warrants and covenants that:
- (1) it is validly existing and in good standing under the laws of the state in which it is organized, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement; and
 - (2) it has all necessary power and authority to enter into this Agreement and to perform its responsibilities hereunder, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate actions on its part.
- 7.6 Company further warrants that the Services provided will comply with the performance standards set forth in Exhibit E, attached hereto and incorporated herein by this reference.
- 7.7 These indemnifications, representations, warranties and covenants set forth above shall survive the expiration or termination of this Agreement to the extent they apply to actions occurring during the Term.

SECTION 8: NOTICES

Any notices, consents or other communications required or permitted under this Agreement must be in writing and executed by the Party giving the notice or its authorized representative. Notice shall be deemed delivered, (i) at the time of the actual delivery if delivered by hand, via facsimile (with return receipt confirmation), by overnight courier, or via e-mail; provided, however, that any notice sent by facsimile or e-mail shall also be sent by overnight courier for next day delivery, or (ii) five (5) days after mailing (U.S. first class mail, postage prepaid, certified, or registered), if mailed.

If to Company:

MDU Communications (USA) Inc.
60-D Commerce Way, Totowa, NJ 07512
Attn: Patrick Cunningham
Tel: (973) 237-9499
Fax: (973) 237-9243

with copy to:

MDU Communications (USA) Inc.
60-D Commerce Way, Totowa, NJ 07512
Attn: Brad Holmstrom, Esq.
Tel: (973) 237-9499
Fax: (973) 237-9243

If to Owner:

Barclay Condominium Assoc.
4940 S.E. End Ave.
Chicago, IL 60615
Attn: Tony Harwick
Tel: (773) 752-8276

with copy to:

Wolin-Levin
1740 E. 55th St.
Chicago, IL 60615
Attn: Sid Miller
Tel: (773) 684-6300
Fax: (773) 684-6101

Either Party may change its contact information by notifying the other Party of the change in the manner set forth in this Section. Any such change of address shall not be effective until five (5) days after receipt of the notice by the other Party, as determined under this section.

SECTION 9: LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FIRM OR ENTITY FOR ANY SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF THE FORESEEABILITY THEREOF, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE PERFORMANCE HEREUNDER, ARISING FROM ANY BREACH, OR PARTIAL BREACH, OR POTENTIAL BREACH OF THE PROVISIONS OF THIS AGREEMENT, OR ARISING OUT OF ANY ACT OR OMISSION BY EITHER OWNER OR COMPANY, THEIR RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THE FOREGOING DOES NOT LIMIT DIRECT OR CONSEQUENTIAL DAMAGES.

SECTION 10: MISCELLANEOUS

10.1 Sale of the Property

If Owner sells or otherwise conveys its ownership in the Property during the Term, then Owner agrees to use all reasonable efforts to have the purchaser or transferee acquiring the Property agree to accept an assignment of Owner's interest hereunder. Upon such assignment and the assumption thereof, Owner shall be relieved of all obligations hereunder and Company shall look to the assignee for the same. If a purchaser or transferee refuses to accept an assignment of this Agreement, Owner shall pay to Company a termination fee equal to 75% of the remaining payments that would have been owed to Company over the Term.

10.2 No Liens

Owner shall specifically exclude the Satellite System from any description of the Property pledged as security for any indebtedness.

10.3 Quality of Services

Company covenants, on an ongoing basis, that (i) Company shall provide Services that are equal to or superior in quality and reliability to comparable services Company provides to any of its other subscribers; and (ii) the technology used by Company to provide the Services shall be competitive and current with any technology employed by Company to serve any other subscriber of similar services in a similar geographic area.

10.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and applicable federal law, without regard to conflict of laws principles.

10.5 Severability.

A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof. If it shall be determined by any court, arbitrator, governmental agency or authority that any provision of this Agreement is invalid for any reason, such provision shall be considered to be reduced to the extent required to cure such invalidity.

10.6 Waiver.

The failure of either Party to seek redress for violation of, or insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act or omission that would have originally constituted a violation from having the effect of an original violation.

10.7 Amendments.

Any amendment to this Agreement must be in writing and signed by each Party.

10.8 Entire Agreement.

This Agreement, including all Exhibits attached hereto, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by both Parties.

10.9 Attorneys' Fees.

In any action brought to enforce a term or condition of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees.

10.10 Force Majeure

Neither Party shall be liable in any respect for any interruptions, delays, errors, or defects in transmission, or for any failure of performance hereunder, only to the extent such is due to acts of God, fire, terrorism, explosion, vandalism, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, or preemption of existing service in compliance with a final rule or regulation of the Federal Communications Commission, a state, other government entity or agency, or a court of competent jurisdiction.

10.11 Successors and Assigns.

This Agreement is assignable by either Party and Company may pledge the Satellite System as collateral for Company indebtedness, where such pledge shall expressly be subject to the terms and conditions of this Agreement. All obligations and duties of either Party under this Agreement shall be binding on all successors-in-interest and assigns of such Party.

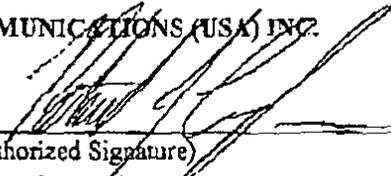
10.12 Execution in Counterparts.

This Agreement shall be effective upon execution and may be executed in multiple counterparts, each to constitute one agreement as executed:

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year first written above.

MDU COMMUNICATIONS (USA) INC.

BY: 

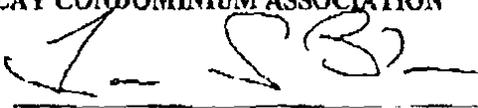
(Authorized Signature)

NAME: Patrick J. Cunningham

(Please Print or Type)

TITLE: Vice President

BARCLAY CONDOMINIUM ASSOCIATION

BY: 

(Authorized Signature)

NAME: Lawrence S. Blom

(Please Print or Type)

TITLE: President

LIST OF EXHIBITS

EXHIBIT A:	PROPERTY DESCRIPTION
EXHIBIT B:	DESCRIPTION OF BULK VIDEO SERVICES AND COSTS
EXHIBIT C:	INSTALLATION SUMMARY
EXHIBIT D:	BULK SERVICES
EXHIBIT D:	PERFORMANCE CRITERIA

EXHIBIT A
PROPERTY DESCRIPTION

Name of Property	The Barclay Condominiums
Number of Suites	87
Street Address	4940 S.E. End Ave.
City/State/Zip	Chicago, IL 60615
Manager	Wolin-Levin
Phone	773-684-6300
Fax	773-684-6101
Email	blooment@yahoo.com

EXHIBIT B

BULK VIDEO SERVICES

Residents will have access (at no individual charge) to DIRECTV Total Choice® digital satellite programming including local channels. Residents can contact DIRECTV individually for any upgrades to the DIRECTV Total Choice® programming package. Included in the Bulk Video Service is:

1. Access to DIRECTV Total Choice® digital satellite programming;
2. Access to local channels via DIRECTV;
3. No charge for the first two standard set top receivers, free installation for that first receiver.
4. No charge for the second standard set top, installation fee of \$29.95 for the second receiver and DIRECTV mirroring fees (\$4.99) apply.
5. If Resident requests additional standard set top receivers, each additional receiver will cost Resident \$4.95 per month (billed quarterly or annually to Resident) and installation of each additional receiver will cost \$29.95, both billed by Company. DIRECTV mirroring fees (\$4.99) apply to any additional set top receivers.
6. Any upgrades for additional programming or pay-per-view events will be billed to Resident by DIRECTV.

EXHIBIT C
INSTALLATION SUMMARY
[to be attached]

EXHIBIT D

VIDEO BULK RATE PAYMENT

- (A) In consideration for Company providing Bulk Video Services to Owner, as more fully described in Exhibit E, Owner agrees to pay twenty-nine dollars (\$29.00) per unit (87 units) per month, plus applicable taxes (the "Video Bulk Rate Payment") for the Term of the Agreement. The Video Bulk Rate Payment encompasses the costs of programming and the Company's administrative costs.
- (B) The Video Bulk Rate Payment shall be due and payable in advance ten (10) days after Owner receives an invoice from Company. In the event the initial Service Date is not the first day of a month, the first Video Bulk Rate Payment shall be pro rated for such partial month. Any payment not received by Company within ten (10) days after the Due Date is subject to a late charge accruing from the Due Date until the date paid at the rate of fifteen percent (15%) per annum.
- (C) Subject to agreement by both parties, the channel line up for the Bulk Video Services may be amended from time to time as necessary and such amendment may increase or decrease the Video Bulk Rate Payment; provided, however, that any such increase or decrease shall be limited to any actual corresponding increase or decrease in the Company's cost of providing the Bulk Video Services. The channel line up is also subject to programming being and remaining available from the programming provider.
- (D) The Company agrees to limit any increases in the Video Bulk Rate Payment to an average of no more than 3% per year. Company agrees to notify Owner two (2) months in advance (or longer if feasible) of any increase in the Video Bulk Rate Payment.

EXHIBIT E

SUMMARY OF PERFORMANCE CRITERIA AND PERFORMANCE STANDARDS

Satellite (Video) System Availability and Performance at the Property

The Satellite System availability shall have availability at the Property of 99%. This availability is calculated by dividing the average number of minutes that the system is available at the Property by the total number of minutes in each calendar quarter and multiplying by 100.

Subject to interferences caused by weather or a programmer's failure to provide services, and provided that such failure is not directly or indirectly caused by Company, the Services shall operate continuously twenty-four (24) hours per day. The Video Services shall produce an undistorted picture upon each Subscriber's television screen (provided that such Subscriber's television set is capable of properly functioning and is cable ready) that is accompanied by proper sound. The System shall distribute the Services and related signals and/or services that are in all respects in compliance with federal, state and local laws, ordinances and regulations, as the same may change from time to time, and shall be of a quality commensurate with other similar local providers.

Specifically excluded from the Video system availability calculation are regularly scheduled maintenance windows or ad hoc maintenance windows scheduled and announced by Company at least 24 hours in advance, not to exceed 2 hours per month without Owner prior approval, not to be unreasonably withheld or delayed. All maintenance work must be performed during off-peak hours. Company shall achieve at least 99% Video system availability annually.



LISA MADIGAN

Illinois Attorney General
 Consumer Fraud Bureau
 100 West Randolph Street, 12th Floor
 Chicago, IL 60601
 312-814-3000
 1-800-386-5438 (Toll free in IL)
 TTY: 1-800-964-3013
www.IllinoisAttorneyGeneral.gov

Office Use Only

CLMS: _____

AG: _____

YOUR INFORMATION: **NAME OF SELLER OR PROVIDER OF SERVICE:**

Name: Mr., Mrs. <u>(Ms.)</u> (circle one) <u>SARAH V. MARTINI</u> Address: <u>4940 S. EAST END AVE</u> <u>CHICAGO IL 60615</u> <u>COOK</u> City: _____ State: _____ Zip code: _____ County: _____ Your Telephone Number: Daytime (<u>773-684-5736</u>) Evening (<u>773-684-5736</u>) Your e-mail address (optional): <u>MARTINI60615@YAHOO.COM</u> Are you a senior citizen? <input checked="" type="radio"/> Yes <input type="radio"/> No Who referred you to this office? <u>FCC</u>	Name: <u>MDU COMMUNICATIONS (USA) INC</u> Address: <u>A WASHINGTON CORP</u> <u>60-D COMMERCE WAY, TOWNA, N.J.</u> <u>07512</u> <u>BARCLAY CONDOMINIUM HOMEOWNERS ASSN</u> City: _____ State: _____ Zip code: _____ <u>4940 S. EAST END AVE, CHICAGO IL</u> <u>60615</u> <u>THE LARRY BLOOM - PHONE</u> Telephone () _____ Website: <u>DOORMAN 773-752-8276</u> Additional seller or provider of service involved in transaction: Name: <u>DIRECT SATELLITE TV (NAME?)</u> Address: _____ City: _____ State: _____ Zip code: _____ Telephone () _____ Website: _____
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Has this matter been submitted to another government agency, an arbitration service, or to an attorney? Yes No IN DEC. 08 ADVISE OVER PHONE
 If yes, please give name, address, telephone number #: STEVE BROECKART AT 202-418-7200 - SAID HE
 Is court action pending? Yes No THOUGHT WERE FCC ORDERS COVERING MY SITUATION

INFORMATION ABOUT THE TRANSACTION

Date of Transaction:	Did you sign a contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	Date contract was signed:
(If yes, please attach a copy)		
Was the product or service advertised? Yes <input type="radio"/> No <input checked="" type="radio"/> When? _____	(Please attach a copy of the advertisement, if available)	
<u>DIA SATL TV? CALLED MY UNIT SOMETIME 3-5 TIMES A DAY</u>		
How was the service advertised? <input type="checkbox"/> Newspaper/magazine <input type="checkbox"/> Radio advertisement <input type="checkbox"/> Television advertisement <input type="checkbox"/> Internet advertisement <input type="checkbox"/> E-mail solicitation <input type="checkbox"/> Direct mail solicitation <input type="checkbox"/> Telephone solicitation <input type="checkbox"/> Yellow pages of the telephone book <input type="checkbox"/> Facsimile solicitation <input type="checkbox"/> Door-to-door solicitation <input type="checkbox"/> Display at merchant's place of business <input type="checkbox"/> Display at a trade show/convention, etc. <input type="checkbox"/> Other <u>ANNOUNCED AT MEETING</u>	Total Cost of product/service: \$ <u>BEGINNING 29⁰⁰/MONTH NOW AT 3% INCREASE EVERY YR SINCE - ABOUT 35⁰⁰-36⁰⁰/MONTH</u> Amount paid to date/down payment: \$ <u>UNDER FORCE OVER 350⁰⁰ IN AUG 2007</u> Method of payment (circle one) (Please attach a copy) Cash <input type="radio"/> <u>Check</u> <input type="radio"/> Money Order <input type="radio"/> Credit Card <input type="radio"/> Debit Card <input type="radio"/> Bank Draft Wire Transfer <input type="radio"/> Automatic Debit <input type="radio"/> Other _____ If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes <input type="radio"/> No <input type="radio"/>	
(Under the Federal Fair Credit Billing Act, you have 60 days from the time that you receive your statement to dispute the charge.)		

Where did the transaction take place:

- At my home
- Over the telephone
- By mail
- Over the Internet
- Trade show/convention/home show
- At the firm's place of business
- By facsimile
- Other (please specify) _____
- There was no transaction

Have you complained to the company or individual?

Yes No

If yes, provide name and phone number of the individual(s):

SOMMER/WOLIN/LEVIN 773-684-6300
838008

LIEBERMAN/MIGUNT SERVICES-THOMAS

INCLUDE OFFPHONE NUMBER

FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:

Make:	Model:	Year:	New: Yes No	As-Is: Yes No
Warranty: Yes No	Name of Extended Warranty:	Purchase Date:	Current Mileage:	Mileage at Purchase:
Expiration Date:				

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint. PLEASE DO NOT SEND ORIGINALS

IN 2005 TOLD WLD BE ^{SATELLITE} TV SERVICES, I REPLIED I DID NOT WANT SATELLITE SERVICES, IN 2006 TOLD MDU WLD PROVIDE PRICE BREAK TO OTHER UNITS ONLY IF 100% OF UNIT OWNERS SUBSCRIBED. I CHECKED OUT NEED FOR PERMIT-ELECTRICAL CITY SD YES PERMIT NECESSARY, INSTALLER TOLD ME ON SITE AT BLDG THEY HAD NO PERMIT, I OBJ'D TO BD WHO SD I WA WRONG; T OBJ' ALSO COM GAS WLD GIVE PRICE BREAK IF ONLY 50 UNITS SUBSCRIBED. I AM EDUCATED ESPECIALLY IN ASSESSING COMMUNICATION MATERIAL + I DO NOT CARE FOR CHOICE OFFERED NOR DO I WANT TO SUPPORT THE OFFERED "SOFT SOFT" CHANNEL WHICH ON ITS OWN WOULD PROBABLY FAIL; etc, etc CHOICE OF CHANNELS. I WANT ONLY NETWORK CHANNELS - THEN AS NOW, I DID NOT ALLOW INSTALLING OF MODEM. THEY HAVE BILLED ME ANYWAY THROUGH AGREEMENTS

What form of relief are you seeking? (E.g. exchange, repair, money back, product delivery, etc.) CEASATION OF BILLING FOR TV I DO NOT GET OR WANT

READ THE FOLLOWING BEFORE SIGNING BELOW:

In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless box checked below. The above complaint is true and accurate to the best of my knowledge.

Signature: Sarah V. Mastone Date: June 8, 2009

Check here if you only want to notify our office of your concerns and do not want a mediation process initiated.

Please return the completed form to the address at the top of this complaint form. Incomplete forms may be returned.

TO:

Mr. Larry Bloom, President
Board Members,
Barclay Condominium Homeowners Association
4940 S. East End Avenue
Chicago, IL 60615

FROM;

Sarah V. Martini, Unit 11E June 7, 2009

Dear Mr. Bloom and Board Members:

This letter is regarding the second matter involved in your request for payment of supposed unpaid/overdue assessments: Not only do I not owe for any late fee as per my letter of June 7, 2009 but I do not owe the board for any part of any assessment. I have twice submitted the written statement of the law on exclusivity clauses in contracts to provide video service for multi dwelling units, as per Federal Communication Commission rulings, the law of 1992 and the law of October 31, 2007. Most recently a full copy of the full Report and Order was given to Thomas by me in the building office for perusal and reading and copying for or by the Barclay Condominium Homeowner's Association Board. In brief I refuse to pay for video services which you say must be paid by 100% of the unit owners or there will be no price break by the provider/installer MDU to any of the unit owners. Inasmuch as I do not want DS or digital satellite TV or the installation of a modem in my apartment by MDU the provider/installer and it was never installed in my apartment I do not owe for a service I do not want and did not get from MDU and which it is probably illegal to demand under a null and void exclusivity clause and which it has been illegal to demand in my reading of the law from 1992.

In brief the final Federal Communications Commission Order of October 31, 2007 says that any such exclusivity clauses between a provider and management of a multi-dwelling unit are null and void. In detail it describes the reasons for the ruling most of which I recall I said to the board when the idea of a contract with MDU requiring 100% of the unit orders to subscribe first came up in 2005 or possibly 2004. I also then protested the lack of a City of Chicago Electrical permit for the work, and doubted it was wanted in the building on the basis of any purported list of unit owners.

The ruling in 1992 in the matter by the FCC stopped all such contracts until a final ruling, which as I stated, came October 31, 2009. [Please note thus it appears to me that MDU was breaking the law to even approach our building with a request for 100% of unit orders to subscribe to their services in order that they give a price break or install satellite TV on the building.]

I have never received an answer, written or otherwise from any Barclay Board Member or Manager to my protests the nature of which are and were identical to the reasons for barring exclusivity contracts and then some though I have been told by Wolin/Levin when they were managers "We will just wait until the amount gets high enough to get a lien", by the way. In addition I protested the lack of a permit for electrical work obtained from the City of Chicago; that ComCast would give a price break if only 50 units signed up.

Let me also note that I have also warned about the character of the company based on its First Annual Report which I found on the internet. The response of the man given the task to look further into whether or not we should have the contract with MDU was without any actual review "Oh, just do it!". He had not looked into my caveats and protest of lack of fairness, programming, etc. and any given alternative providers lower cost deals, which I had done and with City of Chicago information.

The fact is MDU can have no such legal contract which either in the past or now forces me to subscribe to their video services or allows you to charge me for any such service because either they now have a legal contract without an exclusivity clause, in which case you do not need me to pay for video services in order to provide video services for others in the building or they still have an exclusivity clause with you in which case the contract is null and void and it is illegal to enforce it against me.

But, further reasoning, I never had the modem installed enabling their video services to go to my apartment, therefore they must have allowed it, the refusal, so that in actuality they did not have an exclusivity clause. So why did they charge you for it. If they did charge you for my unit and/or you are paying for it, you should cease. (Also I note that the contract calls for 87 units, there are 82 unit.)

Inasmuch as you have forced the issue and have ignored my question and requests in the matter and have given me ten days to answer you or you will bill me for the amount I did not pay on an assessment for video services as per legal advice I am submitting on my own behalf a letter of inquiry and complaint to the *Federal Communications Commission* to resolve the issue. I also filed a complaint with the *Illinois Attorney General's Consumer Fraud Division*.

While I am on the subject of charges for the video service let me point out that the 14% increase in our assessments this year is due to, you say, the non-payment of assessments by approximately 9 apartments, thus the non-payment of these assessments includes video services to 9 [nine] apartments now in bankruptcy or foreclosure which we shall never be paid for therefore I am also paying out for their video services. Such video services should be between unit owners who will pay for them, in a separate group billing and dropped for those who are not paying for them in that separate group. Assessments involve maintenance and things apportioned on the basis of an owners interest in the building and common elements. The building itself is wrongly managing video services based on *entertainment choice to put them whole priced in an assessment based on percent of interest.*

At any rate, I do not owe you any current or back part of any assessment you assessed for any DS TV video services. I allege rightly that the contract cannot be enforced against me as first of all your basis for enforcement is the null and void exclusivity clause. This is illegal to do so. Second of all I never had any device installed in my apartment enabling me to receive any video signal from MDU and I can't be charged for what I never had or used and never agreed to have installed. To do so is illegal. To put it in other words:

It is not legal to enforce the contract against me on the basis of its exclusivity clause which is null and void; but even if the contract is in some way legal between you and MDU, you cannot enforce it against me because it has no legal exclusivity clause and never did and I did not have the MDU service in my apartment through any MDU installed device and never did.

Larry Bloom, President;
Board Members

Barclay Homeowners Condominium Association June 7, 2009
Barclay Apartments
4940 S. East End Ave.
Chicago, IL 60615

Dear Board Members:

With respect to a letter sent to me telling me that I owe the Barclay Homeowners Association approximately 1, 800.00. This is not correct: I owe the building's association nothing.

First of all in the matter of any late fee: for some years, and you can verify this through our recent real estate management company Wolin/ Levin, Sid Miller, our agent, I was never charged a late fee because my Social Security check came to me from them in alphabetical order for the initial "M" on the second Wednesday of the month. This usually gave me time to submit my check for my assessment by the 10th of the month. This is considered the legal date and was honored by all past board members including some who were board members during Wolin/Levin's tenure and who are still or now again on the board.

As I also recall the law required that official office for a condominium be in the building and that all records for the condominium association be kept in the building's office. Therefore any check for an assessment could be submitted to the building office and was not late as of the 10th of the month. This was not only previous to the computer systems but during the time of the computer and we did have a computer as long ago as several years before Mr. Sarich left as board president, possibly 1990 and before. I have always submitted my checks most often in the past years, by the tenth of the month and for most years, in the building's office. I should therefore not be charged now and want all late fees removed.

But furthermore, as to the amount of \$75.00 as a late fee charged at all! Where has there been an increase of the amount for over due checks posted or announced to the condominium owners since the penalty was \$10.00 dollars? Certainly no one told me that there was any increase to \$75.00 for a late paid assessment that came into being before or after Lieberman Management took over approximately January, 2009. In fact the minutes of any meeting where this could have been done have not been and are usually not now posted until two, even three months after a meeting!

I spoke to Mr. Bloom about this. He said try to get ahead a month. This I did. No matter, I have still been charged a late fee of \$75.00 dollars although with ordinary mail the payment should have reached the remote offices of Lieberman in Carol Stream and have been posted!

Not only that, but a mail box was removed from the corner across the street so that we now have to go to Cornell and 51st Street to mail a letter! If one drops it in the building mailbox, it arrives a day later at its destination than it would be if dropped in the mailbox across the street I have found out. In addition, the mails are recently slower by days according to the Post Office news release and there may be an official cutting out of week end mail.

I would deduce from this that it is Lieberman, who posts me as not having paid get a little ahead in this posting within the month and keep their accounting up to date. Why should I be listed as owing in the same month when an assessment is already paid?

I have asked Thomas in the building office as the Lieberman 's building agent to accept my check. He refused and said to put it in the mail. It was then late and I was charged a \$75.00 late fee.

This is highly irregular, unnecessarily punitive, defamatory persecutory and unless the laws and ordinances have been changed illegal under condominium law.

Why is Lieberman in this issue different from Wolin Levin? When I told their clerk I had never been charged a late fee by virtue of the previous boards advisory in the matter she told me to again go to the board.

I would like this matter resolved : My checks should be allowed to be left in the office and by the 10th of any month and therefore not be listed as as late. This is as it was for years and there is no reason to levy any penalty on me. If there is any change in condominium law in the matter of reception of a check in a building office let me see it. Where is such a citation?

But let me further comment: You say in the letter you will put it in the hands of a lawyer. Well, before a legal proceeding is threatened one goes first to a lawyer, then one writes a letter. The charging of a late fee to me when the check can be taken in the building office within any conceivably correct time period is wrong in the light of any banking and legal rulings in the first place; to ignore the reason it is done suddenly and without notice to me or any general notice is insulting and certainly wrong headed and stupid. This is not management. What is the man in the office for if not to accept money? What is the board for if not to be consistent with the homeowners? Why such a large amount to anyone who is truly late. \$75.00? This exceeds all reason and appears an unscrupulous method for increasing income while claiming low charges for supposed management services to the board!

But let me reiterate it again: I think on the basis of the above the board can reiterate its long standing policy on the late period beginning from the 10th of the month. I think in view of the fact that we have a manager in the building office, we should rightly be able to submit checks for timeliness to the building office. Any other change in procedures should be made known in a timely fashion. I believe a fee of \$75.00 is absurd. How does it improve anything or anybody? I believe it is crude and cruel and unnecessary. Has it after all increased or stopped the foreclosures and bankruptcies in the building? Am I who has submitted my special assessment this year and in previous years entire and early a likely target for such punitive action? Rather the condominium association has been ahead due to bank interest practices because of my early full payments.

Let us get Lieberman employees and bookkeeping/accounting practices in accord with condominium law and our own Barclay Homeowner Condominium Association policies and rulings of the past. On the basis of these and any post office practice you will agree I do not owe any late fees.

Sincerely yours,

Sarah V. Martini, Homeowner, Apt. 11E 4940 S. East End Ave. Chicago, IL 60615

I would deduce from this that it is Lieberman, who posts me as not having paid get a little ahead in this posting within the month and keep their accounting up to date. Why should I be listed as owing in the same month when an assessment is already paid?

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Let us get Lieberman employees and bookkeeping/accounting practices in accord with condominium law and our own Barclay Homeowner Condominium Association policies and rulings of the past. On the basis of these and any post office practice you will agree I do not owe any late fees.

Sincerely yours,

Sarah V. Martini, Homeowner, Apt. 11E 4940 S. East End Ave. Chicago, IL 60615

April 8, 2006

Mr. Sid Miller
Wolin-Levin, Inc.
1740 east 55th Street
Chicago, IL 60615

Dear Mr Miller:

I spoke to you over the phone you recall when I was straightening out the claim by your accounting office that I did not pay my January assessment and special charge which goes to May '06. I had actually done so and due to your company's mistake my two checks were not credited to me.

At that time I requested a copy of the contract with MDU/DS TV. To date I have not received the copy of the contract. Your error in my accounting at least for the two January checks and the erroneous billing seems to have been corrected. Also in that conversation you gave me the information that the monthly billing for MDU/DS TV was \$29.00 a month and that this amount was to be added to the regular monthly assessment which I pointed out was hitherto only for repair and maintenance of the building. I objected and still object to its being attached to the regular monthly assessment for maintenance and repair and hidden as a non line item in the monthly accounting.

You told me that the new assessment including the \$29.00 dollars for satellite TV service was, including a percentage increase in the regular assessment, \$395.00.

I have told you that I do not want, and did not receive in my apartments any connection to MDU/Direct Satellite TV. I have refused it on several grounds which I on several occasions (including a posting for all unit owners in writing) I gave to the Board orally and in writing and which caveats were not investigated. I refused it as well on cost since I have never had to pay for television usage and I do not now want to add someone else's entertainment burden to my retiree's monthly expenses and I refused as it is my own desire not to have satellite TV in my apartment because of the lack of my interest in the satellite, cable or currently, other programming. I am an educated woman and a person who has spent my professional life assessing written and other works. The number of channels, 144, is excessive, beyond anyone's time no matter what their occupation. Certainly I do not want their bundled choice of channels, including one for porn coming into the building as my choice. The low level of taste and its exorbitant cost is therefore forced on me as well as the cost's being excessive for a retired person, though currently working, and on a fixed income.

The original person who brought it to the Board and in order to lower her own individual subscriber costs for several televisions in her own home is a board member, Aleta Clark. She expressed disgust with me personally that I would not agree to lower her cable costs at my expense! She said outright that she could not afford cable TV and wanted a bulk rate, and only apparently by MDU Direct Satellite TV so that her own television viewing costs would go down. She said 100 % of the owners would have to pay the

monthly subscription of \$29.00 dollars a month added to their assessment by the Barclay Board.

I have said repeatedly that I should not be billed for a service I do not want could never use because I work either on a job or at a library on my own pursuits and actually do not receive. I am not alone in this and it certainly has been clearly stated at a 2006 Barclay Homeowner's Board Meeting by others as well as I that it was forced on the building residents, and that there was no other choice offered. In fact, the Board member (Mike) who was to investigate MDU in 2004-2005 and alternative systems and costs did not do so in spite of the fact that I had given him the phone number of the appropriate secretary in the ComCast Executive Office to contact for a price break for us if only 50 units in the building took the service rather than each paying for their own unit as then was the case. At the 2006 Board meeting mentioned above board member Cecelia Bethe loudly exploded and ran out of the meeting screaming abusively at the top of her lungs that she wanted the satellite TV and kept screaming at me as the antagonist although five men were loudly challenging and arguing the same issue with Larry Bloom, the Board resident. This woman came up with un-reviewed "statistics" on how many in the building wanted the installation which statistics were rejected by all persons at the meeting on the basis that there was no and had never been any other choice than taking MDU/Direct Satellite TV. There was no later correction or objective examination of the "statistics" or a general discussion or vote of the membership in deference to the objections raised at this meeting by professional men and women!

The precise issue was and is that in order to get a price break MDU or DSL or both required 100 percent of the unit owners to take the service and therefore those who did not want it would still be billed the full amount of \$ 29.00 a month. Furthermore, the billing would not be by the company MDU or DS TV (name?) but would be by the Barclay Homeowners Association Board. And this is now done as part of the regular monthly assessment for maintenance and repair without it being a line item in the budget or on that monthly billing received by the homeowner. In other words, we are to have hidden costs put into our assessment which was heretofore and legally to be used for maintenance and repair of the building.

All members of the Board in support of this proposal have evidenced peculiar and or irrational behavior in this matter barely described above. Gross errors in accounting and accounting practices by the treasurer and the accounting of Wolin Levin have hardly received similar anxieties by the Board members of 2005-2006!

Furthermore, from 2004 when it was first brought up by Aleta Clark, my repeated objections to the lack of information on the installation and my repeated caveat that there were permits needed for such an installation in a high rise building were ignored until at one meeting in 2006 Larry Bloom said that since it was low voltage no permit would be required. I asked for but was not given the source of his information. I have informed the Board that low voltage has nothing to do with whether the installation is safe or not and in fact this statement is not true according to City of Chicago engineers whom I have contacted. I was told by the appropriate city engineer that he would need to look at the schematic supplied by the company doing the installation. voltage, etc.

At any rate, the amount you say I am in arrears, if I should have paid \$29.00 dollars for January, February and March, should be \$87.00.

I am assuming that the billing for the satellite TV was retroactive to January, 2006..

You have said that I have not paid \$117.00 and that you will put this in the hands of an attorney if I do not pay it by April. I assume this is \$117.00 is for the satellite TV

I do not know what other costs in addition to the \$29.00 a month billing which you are referring to if you are not referring to the satellite TV subscription cost!

Please send me an understandable and detailed and corrected bill as to what I allegedly owe. I am assuming that what I have not paid \$29.00 a month, is the correct amount allegedly my share of the use of satellite TV by the Barclay building. If I choose not topay for satellite TV it certainly it should be known what is the amount of the matter in dispute. Anything billed in error should be removed.

I am also requesting a copy of the schematic and the contract the Barclay Homeowners Association Board has signed and has involved the whole building in by their signing it while Mr. Bloom was president.

.Sincerely yours



Sarah V. Martini
4940 S. East End Ave. 11E
Chicago, IL 60615

Board Meeting Minutes April 21, 2009

Closed Session

Board Officers Were Elected Unanimously As:

President: Larry Bloom

18 B ✓

Vice-President: Rafi Mottahedeh

14 B

Treasurer: Joe Studer

7 F ✓

Secretary: Barbara Davis

15 A

Board Member at Large: Sharon Culver

17 E ✓

Board Member at Large: Mike Ahasay

11 C ✓

Board Member at Large: Beth Winefield

12 E