

TDM Cable Funding LLC TM Loan

Loan- TMM
10/26/2009

Page 1

Date	Num	Transaction	Decrease	C	Increase	Balance
10/2/2006	✓	TMM cat: [Mercantile-TDM Fund LLC 29507]	✓		352,341.00	352,341.00 <i>A</i>
1/30/2007		Fees cat: memo: [Mercantile-TDM Fund LLC 29507] tmm92, mr&dis86	✓		92,000.00	444,341.00 <i>B</i>
3/28/2007		Fees cat: [Mercantile-TDM Fund LLC 29507]	✓		96,000.00	540,341.00 <i>C</i>
7/12/2007		Fees cat: memo: [Mercantile-TDM Fund LLC 29507] dis, tmm, mr	✓		30,000.00	570,341.00 <i>D</i>
8/6/2007		TMM cat: [Mercantile-TDM Fund LLC 29507]	✓		75,000.00	645,341.00 <i>E</i>
10/10/2007		TMM cat: [Mercantile-TDM Fund LLC 29507]	✓		50,000.00	695,341.00 <i>F</i>
1/30/2009		Tim McGinn cat: memo: Loan [Mercantile-TDM Fund LLC 29507]	✓		25,000.00	720,341.00 <i>G</i>
2/9/2009		TMM cat: [Mercantile-TDM Fund LLC 29507]	✓		20,000.00	740,341.00 <i>H</i>
3/13/2009		Tim McGinn cat: memo: Loan [Mercantile-TDM Fund LLC 29507]	✓		35,000.00	775,341.00 <i>I</i>

Grid note from 10/2/06 6 yr Term ~~6% interest~~ *2 1/2%*

Lender From TDM Cable Funding LLC

Borrower Timothy M. McGinn

9/14/12

GOVERNMENT
EXHIBIT

GD16

PROMISSORY NOTE

\$352,341.00

October 2, 2006

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of THREE HUNDRED FIFTY TWO THOUSAND THREE HUNDRED FORTY ONE AND 00/100 (\$352,341.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on October 1, 2012.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. McGinn

PROMISSORY NOTE

\$92,000.00

January 30, 2007

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of NINETY TWO THOUSAND AND 00/100 (\$92,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on January 29, 2013.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. McGinn

PROMISSORY NOTE

\$96,000.00

March 28, 2007

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of NINETY SIX THOUSAND AND 00\100 (\$96,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on March 27, 2013.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. McGinn

PROMISSORY NOTE

\$30,000.00

July 12, 2007

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of THIRTY THOUSAND AND 00\100 (\$30,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on July 11, 2013.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentation.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. McGinn

PROMISSORY NOTE

\$75,000.00

August 6, 2007

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of SEVENTY FIVE THOUSAND AND 00\100 (\$75,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on August 5, 2013.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. McGinn

PROMISSORY NOTE

\$50,000.00

October 10, 2007

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of FIFTY THOUSAND AND 00\100 (\$50,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on October 9, 2013.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. McGinn

PROMISSORY NOTE

\$25,000.00

January 30, 2009

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of TWENTY FIVE THOUSAND AND 00\100 (\$25,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on January 29, 2015.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. McGinn

PROMISSORY NOTE

\$20,000.00

February 9, 2009

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of TWENTY THOUSAND AND 00\100 (\$20,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on February 8, 2015.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. Ginn

PROMISSORY NOTE

\$35,000.00

March 13, 2009

FOR VALUE RECEIVED, TIMOTHY M. MCGINN, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of THIRTY FIVE THOUSAND AND 00/100 (\$35,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on March 12, 2015.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Timothy M. McGinn

TDM Cable Funding LLC
M Rogers Loan

Loan- Matt R
10/26/2009

Page 1

Date	Num	Transaction	Decrease	C	Increase	Balance
10/3/2006	10/2/06	Matt Rogers cat: [Mercantile-TDM Fund LLC 29507]	✓		350,000.00	350,000.00
1/30/2007	1/29/07	Fees cat: [Mercantile-TDM Fund LLC 29507] memo: tmm92, mr&dls86	✓		86,000.00	436,000.00
7/12/2007	-	Fees cat: [Mercantile-TDM Fund LLC 29507] memo: dls, tmm, mr	✓		30,000.00	466,000.00

2007/11/13

Grid Note From 10/2/06 by Term 6% Interest

Lender TDM Cable Funding LLC
Borrower Matthew Rogers

GOVERNMENT
EXHIBIT

GD18

PROMISSORY NOTE

\$350,000.00

October 3, 2006

FOR VALUE RECEIVED, MATTHEW ROGERS, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of THREE HUNDRED FIFTY THOUSAND AND 00/100 (\$350,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on October 2, 2012.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note and then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

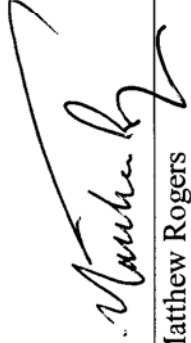
10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Matthew Rogers

PROMISSORY NOTE

\$86,000.00

January 30, 2007

FOR VALUE RECEIVED, MATTHEW ROGERS, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of EIGHTY SIX THOUSAND AND 00\100 (\$86,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on January 29, 2013.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note and then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentation.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Matthew Rogers

PROMISSORY NOTE

\$30,000.00

July 12, 2007

FOR VALUE RECEIVED, MATTHEW ROGERS, promises to pay to the order of TDM CABLE FUNDING, LLC or its designee, (the "Payee"), the principal sum of THIRTY THOUSAND AND 00\100 (\$30,000.00) DOLLARS, together with interest on the unpaid principal balance at a per annum rate equal to three (3%) percent, commencing on the date funds are advanced by the Payee to the Maker under the terms of this Note.

1. **Maturity.** Principal and interest are due on July 11, 2013.
2. **Payments.** All payments of principal and interest in respect of this Note shall be made by check payable to Payee at 99 Pine Street, Albany, New York 12207, or at such other place as Payee may designate in writing.
3. **Events of Default.** (a) The following events (herein called "Events of Default") shall constitute events of default under this Note:

(i) Maker shall fail to pay the principal or interest on this Note as provided for herein;

(ii) (A) Maker shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under any bankruptcy law, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Maker shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Maker shall apply for, or consent or acquiesce to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Maker shall make a general assignment for the benefit of creditors; or

(iii) (A) The commencement of any proceedings or the taking of any other action against Maker in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, or any other relief under any bankruptcy law or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for the Maker for any of its property and the continuance of any of such events for forty-five (45) days undismissed, unbonded or undischarged; or

(C) the issuance of a warrant of attachment, execution or similar process against any of the property of the Maker and the continuance of such event for forty-five (45) days undismissed, unbonded and undischarged;

In any such event, and in addition to Payee's rights under this Note, Payee at its option and without written notice to Maker, may declare the entire principal amount of this Note and then outstanding together with accrued unpaid interest thereon immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived.

4. **Waiver of Demand/Presentment.** The undersigned waives demand, presentment for payment, notice of nonpayment, protest, notice of dishonor and protest, notice of intention to accelerate, notice of acceleration, and all other notices, filing of suit and diligence in collecting this Note and agrees to any substitution, exchange or release of any security or the release of any party liable hereon and further agrees that it will not be necessary for any holder hereof, in order to enforce payment of this Note by it, to first institute suit or exhaust its remedies against any other party, and consents to any extension or postponement of time of payment of this Note or any other indulgence with respect hereto, without notice thereof.

5. **Default Fees and Compensation.** In the event that the Maker fails to comply with the terms and provisions of this Note, including but not limited to the failure to make payment of the any amounts due and owing under this Note, or the occurrence of an Event of Default set forth above, Payee shall be entitled to additional compensation on top of any outstanding principal and interest due on the Note equal to a Five (5%) percent fee on the outstanding balance due and owing by the Maker to the Payee under the terms of the Note.

Any such fee(s) provided for in this paragraph shall be added to the principal amount due under this Note and shall be paid in accordance with the terms and provisions contained herein.

6. **Collection Costs; Attorney's Fees.** In the event this Note is turned over to an attorney for collection, or Payee otherwise seeks advice of an attorney in connection with the exercise or enforcement of its rights hereunder, Maker agrees to pay all reasonable costs of collection, including reasonable attorney's fees and expenses and all out-of-pocket expenses incurred by the Maker in connection with such collection efforts, which amounts may, at Maker's option, be added to the principal hereof.

7. **Obligation to Pay Principal and Interest; Covenants.** No provision of this Note shall alter or impair the obligation of Maker, which is absolute and unconditional, to pay the principal, interest, and any other consideration due and owing on this Note at the place, at the respective times, at the rates, and in the currency herein prescribed.

8. **Voluntary Prepayment.** This Note may be prepaid with no pre-payment penalty to Maker. Interest shall accrue to and include the date on which prepayment is made.

9. **Maker's Representation.**

(a) **Authority.** Maker has all requisite corporate power and authority to enter into this Note. The execution and delivery of this Note has been duly authorized by all necessary corporate action on the part of Maker. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms.

10. **Miscellaneous.**

10.1. **Benefit.** This Note shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

10.2 **Governing Law.** This Note and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance shall be governed and interpreted according to the law of the State of New York without regard to conflicts of law principles, and Maker agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

10.3 **Jurisdiction and Venue.** Maker (i) agrees that any legal suit, action or proceeding arising out of or relating to this Note shall be instituted exclusively in any state or federal court in Albany County in the State of New York, (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court or the United States District Court in Albany County of the State of New York in any such suit, action or proceeding.

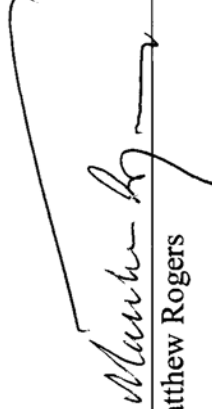
10.4 **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, OR OTHER DOCUMENTS ENTERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 **Section Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Note.

10.6 **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of this Note.

10.7 **Severability.** In case any one or more of the provisions contained in this Note shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, this Note has been executed and delivered on the date specified above by the duly authorized representative of the Maker.


Matthew Rogers