

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: _____

Address: _____

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NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Installation and Distribution Agreement ("Agreement") between ***Marcus Cable of Alabama, L.L.C., aka Charter Communications*** ("Operator") and ***Redwood Development Company, Inc dba Skyview Apartments*** ("Owner") is this 23rd day of SEPTEMBER, 2008 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" section below.

BASIC INFORMATION

Premises (or Property) (further described in Exhibit A):

Premises Name: Skyview Apartments

Street Address: 101 Skyview Dr.

City/State/Zip: Montevallo, AL 35115

Number of units: 87

Agreement Term: The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of 6 month(s) unless either party provides written notice of termination not less than 6 months prior to the end of the Agreement Term then in effect.

Start Date: 9/23, 2008

Expiration Date: 9/22, 2018

Services: Services shall mean all lawful communications services (including video/cable services) that Operator may provide.

Equipment: All above-ground and underground coaxial cables, fiber, internal wiring, conduit, electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) to provide the Services. The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit.

1. Grant. In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises. Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within 90 days of such termination, shall be deemed abandoned and become the property of the Owner. This Agreement may be recorded. This rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.

2. Services; Equipment. Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises. Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. The Equipment shall always be owned by and constitute the personal property of the Operator, except that from the Effective Date, the internal wiring located within any building, which includes "cable home wiring" and "home run wiring"¹ (the "Internal Wiring") and, without limitation, excludes set-top boxes, electronics, active components, and exterior Equipment, shall be deemed to be

¹ The terms "cable home wiring" and "home run wiring" are defined at 47 CFR §§ 76.5(II) and 76.800(d).

owned by and constitute the personal property of the Owner. Owner hereby grants to Operator the exclusive right to use of the Internal Wiring during the Agreement Term and (i) shall not grant any other provider rights to use the Internal Wiring and (ii) shall prohibit other providers from using the same.

3. Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto. If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

4. In the event of a default by a party hereunder in addition to rights available at law or in equity, the non-defaulting party may (i) terminate the Agreement after 30 days prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control.

IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

OPERATOR:
Marcus Cable of Alabama, L.L.C., aka
Charter Communications

By: Charter Communications, Inc., its Manager

By: Matt Favre
(Signature)

Printed Name: Matt Favre

Title: Vice President/General Manager

Date: 10-20-08

OWNER:
Redwood Development Company, Inc dba Skyview
Apartments

By: Hilary Henderson
(Signature)

Printed Name: Hilary Henderson

Title: owner

Date: 9/23/2008



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Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE SCHEDULE A - PARAGRAPH 4 (continued)

LEGAL DESCRIPTION

Parcel I

A parcel of land in the West ½ of the NE ¼ of Section 3, Township 24 north, Range 12 East, Shelby County, Alabama, described as follows:

Commence at the intersection of the East line of the West ½ of the NE ¼ of Section 3, Township 24 North, Range 12 East, with the North right of way line of the Montevallo-Calera Highway; thence Westerly along said right of way line 250 feet to the point of beginning of the lot herein conveyed; thence continue North and parallel with the East line of said West ½ of the NE ¼, 894 feet, more or less, to the South right of way line of the Southern Railroad; thence in a Southwesterly direction along said right of way line 291.1 feet; thence South and parallel to the East line of said lot 750 feet, more or less, to the north right of way line of said Montevallo-Calera Highway; thence Easterly along said right of way line 272.2 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except the following described parcel :

Commencing at the Northeast corner of the Southwest ¼ of Northeast ¼, Section 3, Township 24 North, Range 12 East; thence Westerly along the North line of said Southwest ¼ of Northeast ¼, a distance of 250 feet, more or less, to the East property line; thence Southerly along the East property line, a distance of 300 feet, more or less, to a point that is 45 feet Northeasterly of and at right angles to the centerline of Project No. S-44(8) and the point of beginning of the property herein to be conveyed; thence continuing Southerly along said East line, a distance of 14 feet, more or less, to the present Northeast right-of-way line of Alabama Highway No. 25; thence Northwesterly along said present Northeast right-of-way line a distance of 270 feet, more or less, to the West property line; thence Northerly along said West line, a distance of 14 feet, more or less, to a point that is 45 feet Northeasterly of and at right angles to the centerline of said project; thence South 84 degrees 18 minutes 28 seconds East, parallel with the centerline of said project, a distance of 268 feet, more or less, to the point of beginning. Said strip of land lying in the Southwest ¼ of Northeast ¼, Section 3, Township 24 North, Range 12 East, Shelby County, Alabama.



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This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached.

Commitment No. 128447
Schedule A-Paragraph 4 - Continued

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

On 23RD SEPTEMBER 2008 before me, HILARY HENDERSON, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

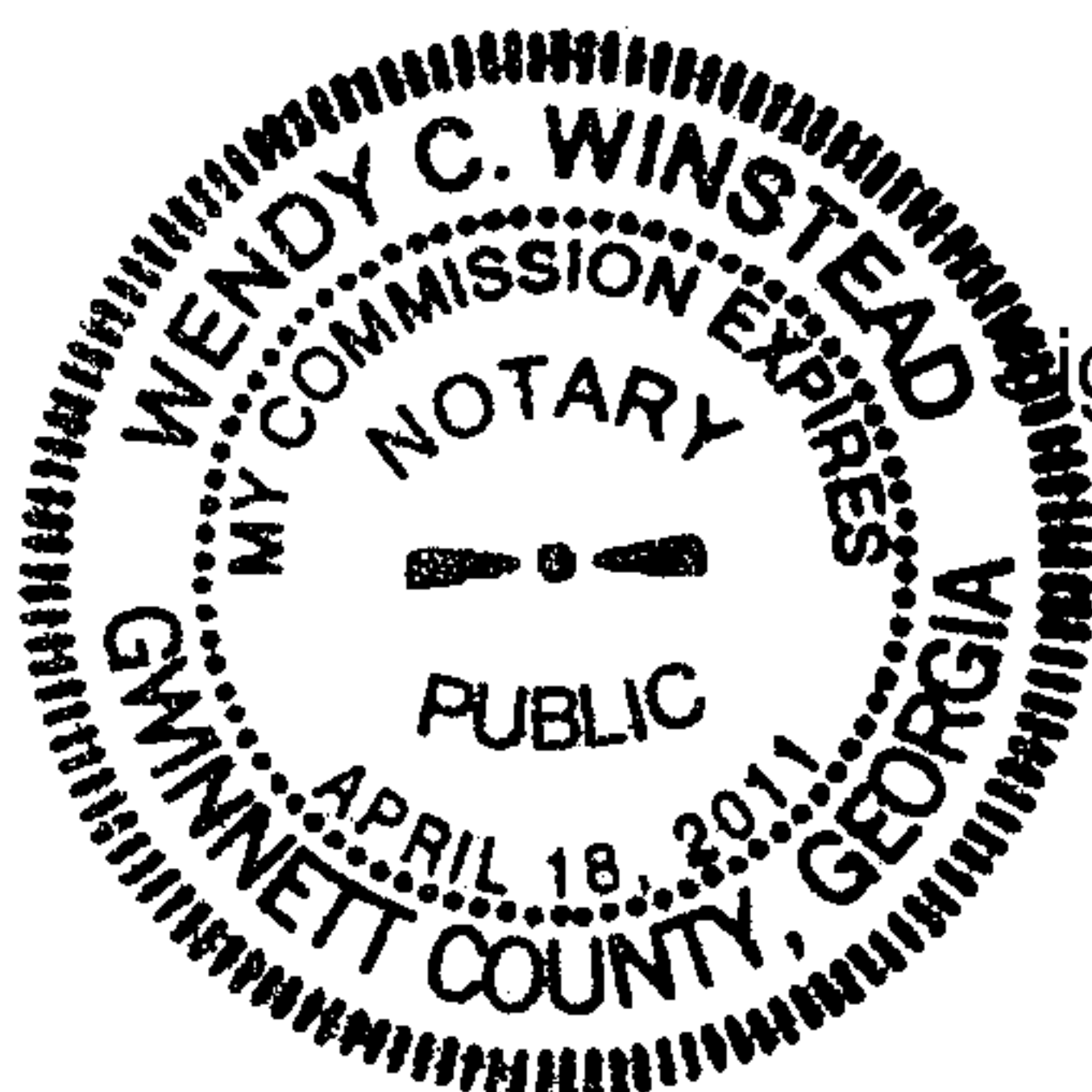
MY COMMISSION EXPIRES DECEMBER 27, 2011

Signature David P. Sluts

STATE OF Georgia)
COUNTY OF Gwinnett)

On October 20, 2008 before me, Matt Favre, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Wendy C. Winstead

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