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Shelby Cnty Judge of Probate, AL
07/28/2009 01:47:20 PM FILED/CERT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: _____

Address: 143
3000 Northwoods Parkway
Suite 100
Norcross, Georgia 30071

Above for recorders use only

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Nonexclusive Installation and Service Agreement ("Agreement") between ***Marcus Cable of Alabama, L.L.C., I/k/a Charter Communication*** ("Operator") and ***Five Star Quality Care, LLC*** ("Owner") is this 21st day of January, 2009 ("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: Lakeview Estates
Street Address: 2634 Valleydale Road
City/State/Zip: Birmingham, AL 35244
Number of units: 64

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 2 year(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: January 21, 2009

Expiration Date: January 20, 2019

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 owned by and constitute the personal property of the Owner. Owner hereby grants to Operator the exclusive right to use of the

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

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., I/k/a
Charter Communication

By: Charter Communications, Inc., its Manager

By: Matt Favre
(Signature)

Printed Name: Matt Favre

Title: Vice President/General Manager

Date: 3-11-09

OWNER:

Five Star Quality Care, LLC

By: Leslie Venable
(Signature)

Printed Name: Leslie Venable

Title: Executive Director

Date: 1-21-09



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STATE OF Alabama)
COUNTY OF Tuscaloosa)

On January 21, 2009 before me, Leslie Venable, 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.

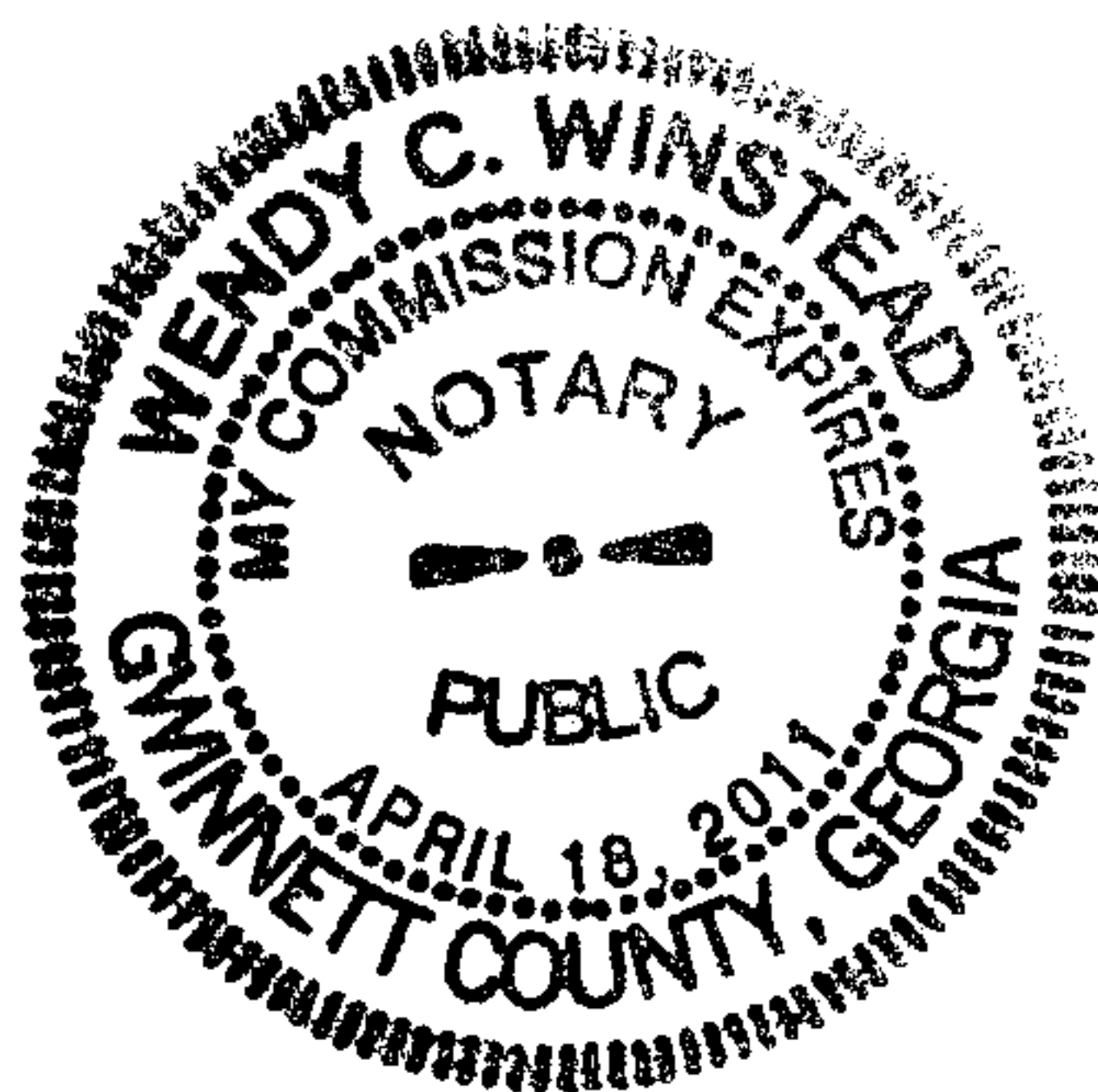
MY COMMISSION EXPIRES
JULY 30, 2011
SANDRA D. MARTIN

Signature Sandra D. Martin

STATE OF Georgia)
COUNTY OF Gwinnett)

On March 11, 2009 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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EXHIBIT "A"
(Legal Description)

BEG NE COR SE1/4 NE1/4; SW444.44 SE328.74 SW219.96 SE155.17
NELY68.56 ALG NW ROW VALLEYDALE RD N136.07 NE116.03 NE348.13
SE136.64 SE64.16 NE59 ALG NW RO W RD NW775.48 TO POB.
SHELBY, AL APN: 10-5-15-0-001-

County:


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