

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: 3000 Northwoods Parkway

Address: Suite 195

Norcross, Georgia 30071



20130123000030260 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
01/23/2013 10:47:16 AM FILED/CERT

Above for recorders use only

This Value of the Service Agreement is \$500.00

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Nonexclusive Installation and Service Agreement ("Agreement") between *Marcus Cable of Alabama, LLC* ("Operator") and 2801 Riverview, LLC ("Owner") is this 13th day of December, **2012** ("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):		Prepared by: Michelle Ritter
Premises Name:	The Bluffs at Riverview	Multifamily Media Management, LLC
Street Address:	2801 Riverview Road	Authorized Representative for Charter Communications
City/State/Zip:	Birmingham, AL 35216	3000 Northwoods Parkway, Ste. 195
Number of units:	200	Norcross, GA 30071

Notices:

Owner: Name: 2801 Riverview, LLC
Address: 1049 Powers Ferry Road
Marietta, GA30067
Phone: 770-952-2750
Fax:

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 Years 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: December 13, 2012

Expiration Date: December 12, 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.


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 term of the Agreement and shall bind and inure to the benefit of the parties and their respective successors and assigns.

2. Services; Equipment. Operator shall have the nonexclusive right to offer the Services to residents of the Premises. Operator will install, maintain, and/or operate the Equipment in accordance within applicable law. The Equipment shall always be owned by and constitute the personal property of the Operator, and Owner acknowledges Operator's exclusive right to control and use its Equipment.

Without limiting Operator's exclusive rights to use its Equipment, should an antenna, signal amplification system or any other non-Operator facilities located either on the Premises or any property controlled by Owner in proximity to the Premises interfere with the provision of Operator's Services, Owner shall eliminate such interference immediately. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

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.


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5. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.

6. Notwithstanding anything to the contrary stated hereunder, Operator will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

7. Owner agrees during the term of the Agreement not to provide bulk services on Premises from another provider. A violation of the Section 7 is an automatic default of the Agreement.

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

OPERATOR:

Marcus Cable of Alabama, LLC

By: Charter Communications, Inc., its Manager

By: _____

(Signature)

Printed Name: R. Adam Ray

Title: Vice President, Direct Sales

Date: _____

12/27/12

OWNER:

2801 Riverview, LLC:

By: _____

(Signature)

Printed Name: Donald Lippman

Title: Member

Date: _____

12/14/12



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STATE OF Georgia
COUNTY OF Cobb

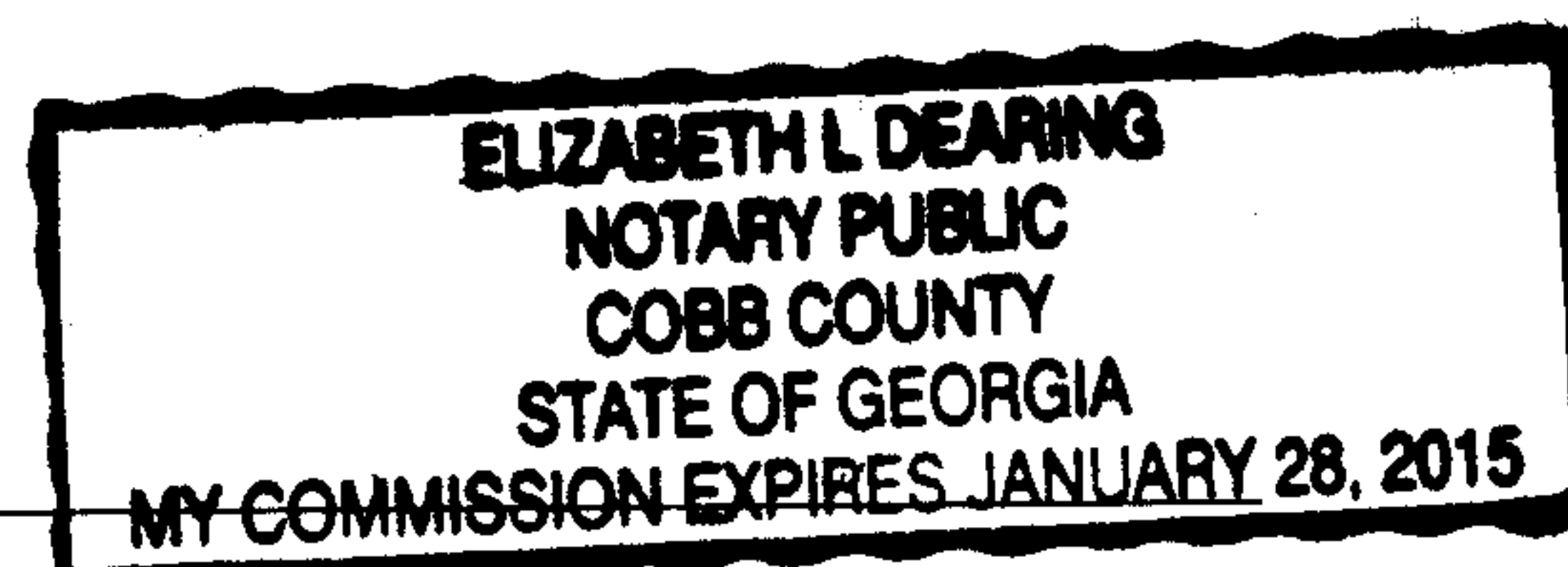
On Dec. 14, 2012 before me, Elizabeth L. Dearing
~~Donald Lippman~~, personally appeared
Donald Lippman, personally known to me (or proved to me the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed 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

Elizabeth L. Dearing

Expiration Date



STATE OF Tennessee
COUNTY OF Blount

On 12/27/12 before me, Linda L. Maner, personally appeared
R. Adam Ray, 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.

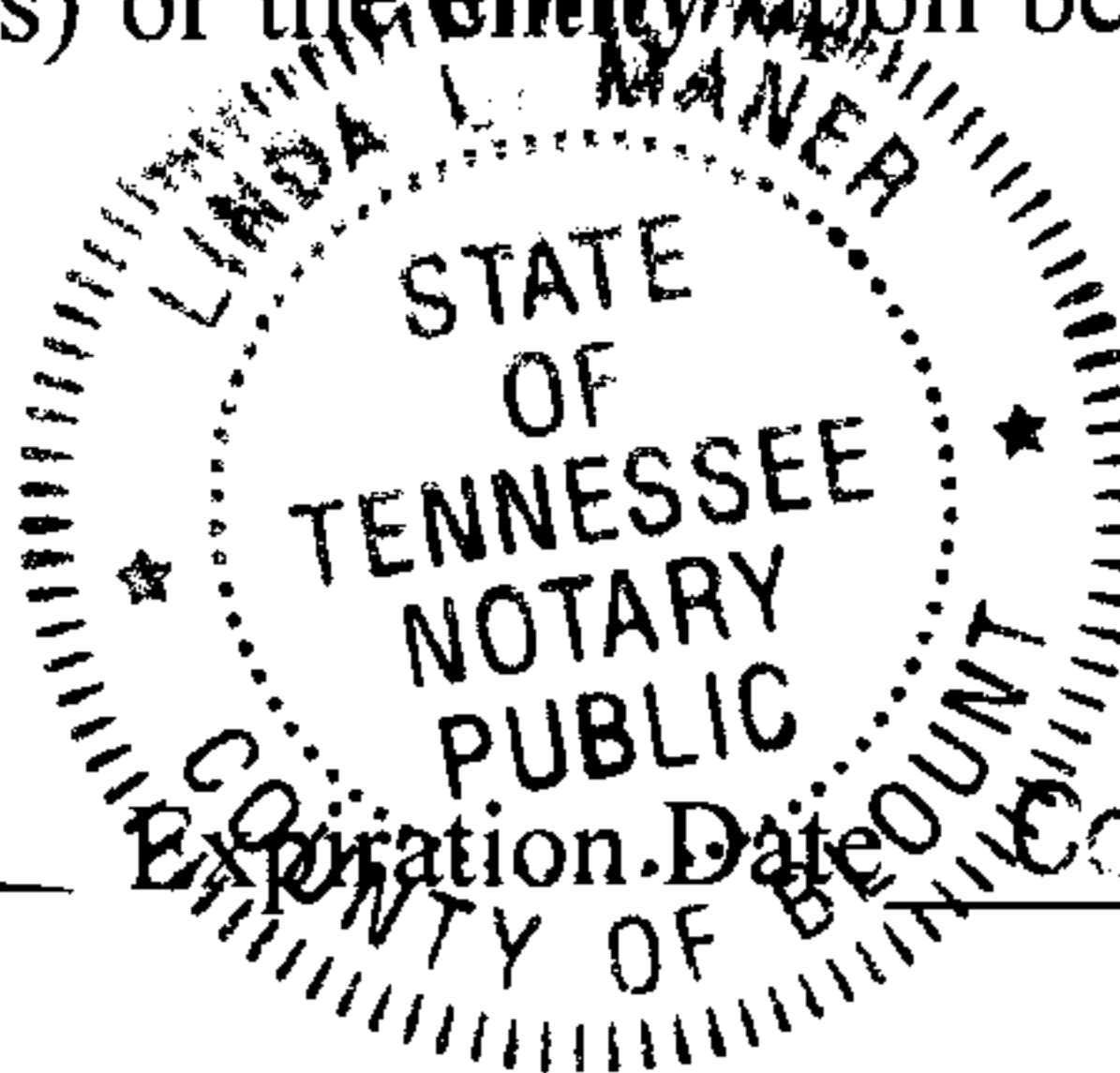
WITNESS my hand and official seal.

Signature

Linda L. Maner

Expiration Date


Commission Expires: March 6, 2013



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Exhibit "A"

Legal Description:
County: **SHELBY, AL** APN:
**02-7-35-0-001-003-
005**
Census Tract / Block: **303.03 / 4** Alternate APN:
Township-Range-Sect: **18-2W-35** Subdivision:
CAHABA RIVER
PARK 01 ADD PH 02
Legal Book/Page: **32-77** Map Reference: /
Legal Lot: **2B** Tract #:
Legal Block: School District: **2**
Market Area: Munic/Township: **BIRMINGHAM**
Neighbor Code: **BK4**


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