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GREGORY R. MERZ
ATTORNEY
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GREGORY.MERZ@GPMLAW.COM

March 15, 2011

Dr. Burl W. Haar
Minnesota Public Utilities Commission
350 Metro Square Building
121 Seventh Place East
St. Paul, MN 55101-2147

Via: E-File

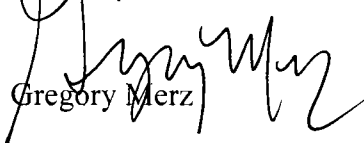
Re: In re: Complaint of Charter Fiberlink CC VIII, LLC, Against Capitol Infrastructure, LLC,
d/b/a Connexion Technologies; Broadstar, LLC, d/b/a Primecast; Mobile Estates, LLC,
and Riverstone Communities, LLC
Docket No. _____

Dear Dr. Haar:

I enclose for filing a Complaint filed on behalf of Charter Fiberlink CC VIII, LLC.

Thank you for your attention to this matter.

Sincerely,



Gregory Merz

**STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

David C. Boyd	Chair
Phyllis Reha	Commissioner
Thomas W. Pugh	Commissioner
J. Dennis O'Brien	Commissioner
Betsy L. Wergin	Commissioner

In re: Complaint of Charter Fiberlink CC VIII,
LLC, Against Capitol Infrastructure, LLC,
d/b/a Connexion Technologies; Broadstar,
LLC, d/b/a Primecast; Mobile Estates, LLC,
and Riverstone Communities, LLC

Docket No. _____

VERIFIED COMPLAINT

Charter Fiberlink CC VIII, LLC (“Charter Fiberlink”), brings the following Verified Complaint for relief from improper and anticompetitive threats and practices engaged in by Capitol Infrastructure, LLC, d/b/a Connexion Technologies and Broadstar, LLC, d/b/a Primecast. In addition, Charter Fiberlink seeks relief from Mobile Estates, LLC, and Riverstone Communities, LLC, pursuant to Minn. Stat. § 237.681, which requires that tenants of properties receiving private shared services be permitted a choice of alternative providers of telecommunications service providers. CharterLink’s claims arise from the assertion by Connexion, Primecast, Mobile and Riverstone that Connexion and/or Primecast are entitled to be the sole and exclusive providers of telecommunications services to residents of two mobile home parks owned by Mobile and operated on Mobile’s behalf by Riverstone.

PARTIES

1. Charter Fiberlink is a limited liability company organized under the laws of the State of Delaware with its principal offices located at 12405 Powerscourt Drive, St. Louis,

Missouri 63131. Charter Fiberlink is authorized by the Minnesota Public Utilities Commission (“Commission”) to provide local facilities-based services, local resale services, interexchange services and local niche services in numerous exchanges in Minnesota. Charter Fiberlink is a “telecommunications carrier” under Minn. Stat. § 237.01, subd. 6.

2. Charter Fiberlink is represented in this proceeding by its attorney:

Gregory R. Merz
Gray, Plant, Mooty, Mooty & Bennett, P.A.
500 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 632-3257 (telephone)
(612) 632-4257 (facsimile)

3. Capitol Infrastructure, LLC, d/b/a Connexion Technologies (“Connexion”) is a North Carolina limited liability company with its principal place of business in North Carolina.

4. Upon information and belief, Connexion is represented in the proceedings by its attorneys:

Matthew M. Meyer
Moss & Barnett
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
(612) 877-5000 (telephone)
(612) 877-5999 (facsimile)

5. Broadstar, LLC, d/b/a Primecast (“Primecast”) is a Florida limited liability company with its principal place of business at 2205 E Candum Drive, Apex, North Carolina 27502.

6. Mobile Estates, LLC (“Mobile”) is a Michigan limited liability company with its principal place of business in Michigan. Mobile is, upon information and belief, the owner of

Parkside Mobile Home Park (“Parkside”), in Rochester, Minnesota, and Pleasantview Mobile Home Park (“Pleasantview”), located in Duluth, Minnesota.

7. Riverstone Communities, LLC (“Riverstone”) is a Michigan limited liability company with its principal place of business in Michigan. Riverstone is, upon information and belief, Mobile’s agent with respect to the management of Parkside and Pleasantview.

8. The registered agent for both Mobile and Riverstone is James Bellinson and the registered office address for both Mobile and Riverstone is 370 E. Maple Road, 3rd Fl., Birmingham, Michigan 48009.

9. The identities of the attorneys representing Primecast, Mobile, and Riverstone are not known to Charter Fiberlink.

JURISDICTION

10. The Commission has jurisdiction over this matter pursuant to Minn. Stat. § 237.16, subd. 1(c), which provides that the Commission has exclusive authority to:

- a. Authorize any person to construct telephone lines or exchanges or to otherwise furnish local service to subscribers in any municipality of this state, and to proscribe the terms and conditions upon which construction or service delivery may be carried on;
- b. Establish terms and conditions for the entry of telephone service providers so as to protect consumers from monopolistic practices and preserve the state’s commitment to universal service.

11. In addition, the Commission has jurisdiction pursuant to Minn. Stat. § 237.081, which authorizes the Commission to investigate and resolve complaints that any practice, act or omission affecting or relating to the production, transmission, delivery, or furnishing of telephone service or any service in connection with telephone service is in any respect unreasonable, insufficient or unjustly discriminatory.

COMMON ALLEGATIONS

12. Charter Fiberlink currently provides service, including intrastate telecommunications service, to residents at Parkside Mobile Home Park in Rochester, Minnesota (“Parkside”) and Pleasantview Mobile Home Park in Duluth, Minnesota (“Pleasantview”).

13. On or about May 25, 2010, Mobile entered into an agreement with Connexion, titled “Easement and Memorandum of Agreement,” a copy of which is attached to this Complaint as Exhibit A, purporting to give Connexion the nonexclusive right to provide voice, data, and multi-channel video services at Pleasantview.

14. On or about July 12, 2010, Mobile entered into an agreement with Connexion, titled “Easement and Memorandum of Agreement,” a copy of which is attached to this Complaint as Exhibit B, purporting to give Connexion the nonexclusive right to provide voice, data, and multi-channel video services at Parkside.

15. On or about September 14, 2010, Riverstone, acting on behalf of Mobile, sent Charter Fiberlink a letter, a copy of which is attached to this Complaint as Exhibit C, informing Charter Fiberlink that Riverstone had entered into an agreement with Connexion to “coordinate and provision telecommunications services by all providers” at Parkside.

16. On or about September 16, 2010, Connexion sent Charter Fiberlink a letter, a copy of which is attached to this Complaint as Exhibit D, stating, among other things, that Connexion had entered into an agreement with the owner of Parkside, which agreement required Charter Fiberlink to “partner” with Connexion in order to continue providing service to Parkside’s residents. The letter from Connexion further demanded that Charter Fiberlink either contact Connexion within 20 days of the letter or cease and terminate all services within 60 days

of the letter. This letter from Connexion further stated that any of Charter Fiberlink's equipment remaining at the property after 90 days would be considered abandoned.

17. On or about September 21, 2010, Riverstone, on behalf of Mobile, sent Charter Fiberlink a letter, a copy of which is attached to this Complaint as Exhibit E, informing Charter Fiberlink that Riverstone had entered into an agreement with Connexion to "coordinate and provision telecommunications services by all providers" at Pleasantview.

18. On or about September 23, 2010, Connexion sent Charter Fiberlink a letter, a copy of which is attached to this Complaint as Exhibit F, stating, among other things, that it had entered into an agreement with the owner of Pleasantview, which agreement required Charter Fiberlink to "partner" with Connexion in order to continue providing service to Pleasantview's residents. The letter from Connexion further demanded that Charter Fiberlink either contact Connexion within 20 days of the letter or cease and terminate all services within 60 days of the letter. This letter from Connexion further stated that any of Charter Fiberlink's equipment remaining at the property after 90 days would be considered abandoned.

19. Subsequent to sending the letters to Charter Fiberlink that are referred to above, Connexion, without notice to Charter Fiberlink, informed Charter Fiberlink's customers at Parkside that Charter Fiberlink would be voluntarily terminating its provision of services at the property. In its communication to Charter Fiberlink's customers at Parkside, Connexion falsely stated, "Please be aware that Charter has elected to no longer provide service at Parkside MHP as of 11/9/2010." This communication further stated that Charter Fiberlink customers would begin receiving products and services "over Connexion Technology's advanced telecommunications network" and that Primecast was Connexion's "premier provider." A true and correct copy of

Connexion's correspondence with Charter Fiberlink's customers is attached to this Complaint as Exhibit G.

21. In November, 2010, Primecast, without notice to Charter, informed Charter's customers at Parkside that Charter would no longer be providing services at the property. In its communications to Charter's customers, Primecast falsely stated that "We have been notified Charter is leaving Parkside MHP as of 11/9/2010." This communication further directed Charter's customers to "Please call Primecast to sign up for new service today." A true and correct copy of Primecast's correspondence with Charter's customers is attached as Exhibit H.

22. Correspondence sent by Connexion and Primecast to Charter's customers concerning Charter's service was false and misleading and was sent at a time when the Charter and Connexion were involved in negotiations intended to result in a resolution of the parties' dispute.

23. Connexion, on or about January 26, 2011, filed an action in federal district court alleging that, as a result of its agreement with Mobile, Charter has no right to continue providing service to residents at Parkside and Pleasantview.

24. Issues raised by Connexion's federal court complaint – including whether Connexion and/or Primecast are required to obtain authorization from the Commission to provide telecommunications service and whether Connexion and/or Primecast is a provider of private shared services under Minn. Stat. § 237.681, subd. 1 – are issues falling within the Commission's exclusive jurisdiction. Charter Fiberlink, in addition to denying Connexion's allegations in the federal court action, has asked the federal court to defer exercise of its jurisdiction so that this Commission will have an opportunity to determine the issues presented by this Complaint.

**COUNT ONE
UNAUTHORIZED PROVISION OF SERVICES**

25. Charter Fiberlink incorporates by reference Paragraphs 1 through 24, above.
26. Pursuant to Minn. Stat. § 237.16, subd. 1(b), no person may provide telephone service in Minnesota without first obtaining a certificate of authority from the Commission.
27. Upon information and belief, neither Connexion nor Primecast has received authorization from the Commission to provide telephone service.
28. Connexion and/or Primecast are seeking to be the exclusive providers of telephone service to residents at Parkside and Pleasantview, including residents who are currently receiving telephone service from Charter Fiberlink.
29. Connexion and/or Primecast, in seeking to be providers of telephone service at Parkside and Pleasantview without first obtaining authorization from the Commission to do so, are acting in violation of Minn. Stat. § 237.16, subd. 1(b).

**COUNT TWO
PRIVATE SHARED SERVICES**

30. Charter Fiberlink incorporates by reference Paragraphs 1 through 29, above.
31. Pursuant to Minn. Stat. § 237.681, subd. 1(l), “private shared services” include:
- a. The provision of telephone services and equipment, the provision of video programming services, or the provision of video programming services;
 - b. Within a user group located in discrete private premises;
 - c. By a commercial shared services provider;
 - d. Through privately owned customer premises equipment and associated data processing and information management services.

The definition of “private shared services” includes, but is not limited to, the provision of connections to the facilities of a local exchange and to a long distance telephone company.

32. Tenants of a property wherein private shared services are operating are entitled to access to an alternative service provider. Minn. Stat. § 237.681, subd. 3.

33. The “owner” of a property where shared private services are provided includes a person who, under contract with the owner, manages the property.

34. If a property owner, including the manager of a property, fails to comply with a request for access to an alternative service provider, the Commission may order the property owner to make facilities or contacts available sufficient to allow the tenant to make a separate connection with the telephone company. Minn. Stat. § 237.681, subd. 4.

35. The services that Connexion and/or Primecast seek to provide at Parkside and Pleasantview are private shared services.¹

36. Mobile and Riverstone, as the owner and manager, respectively, of Parkside and Pleasantview, are required to provide residents with access to an alternative service provider, including Charter Fiberlink.

37. Connexion, Primecast, Mobile and Riverstone, in seeking to prevent Charter Fiberlink from continuing to provide service to residents of Parkside and Pleasantview, are acting in violation of Minn. Stat. § 237.681.

WHEREFORE, Charter Fiberlink request that the Commission:

¹ Charter Fiberlink acknowledges that, more than twenty years ago, in *In the Matter of a Complaint by Gordon Hedlund Against Sherburne County Rural Telephone Co*, Docket No. P-427/D-90-480, Order Denying Relief, 1990 WL 699798 (Minn. P.U.C. November 8, 1990), the Commission found that a telecommunications system that was to be installed by the owner of a mobile home park did not meet the definition of “private shared telecommunications services” under Minn. Stat. § 237.68, a predecessor to Minn. Stat. § 237.681. For numerous reasons, however, the rationale supporting that decision does not apply here. For example, in *Hedlund*, the Commission found that the policy underlying the statute governing private shared telecommunications services was to allow end users with specialized or sophisticated telecommunications needs to have access to facilities necessary to meet those needs and that “Private homes, whether in traditional residential developments or mobile home parks, do not have such telecommunications needs.” Plainly, the telecommunications market and the availability of sophisticated telecommunications services in private homes have changed considerably in the twenty one years since the *Hedlund* case was decided.

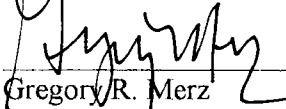
1. Find the services that Connexion and Primecast are seeking to provide at Parkside and Pleasantview may not be provided before Connexion and Primecast have obtained a certificate of authority from the Commission to provide such service;

2. In the alternative, find that the service that Connexion and Primecast are seeking to provide at Parkside and Pleasantview is a private shared service and that, as a result, residents of Parkside and Pleasantview are entitled to access to an alternative provider, including Charter Fiberlink.

3. Grant such other and further relief as the Commission may deem appropriate.

Dated: March 15, 2011

GRAY, PLANT, MOOTY,
MOOTY & BENNETT, P.A.



Gregory R. Merz

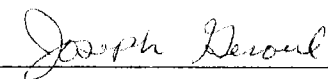
500 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 632-3257 (telephone)
(612) 632-4257 (facsimile)
Gregory.Merz@gpmlaw.com

*Attorneys for Charter Fiberlink CC VII,
LLC*

VERIFICATION

I, Joseph Geroux, Sr. Director, Mod Development of Charter Fiberlink CC VIII, LLC, state that I have knowledge of the matters set forth in the above Verified Complaint and hereby verify, under penalty of perjury, that, to the best of my knowledge and belief, all of the allegations and statements contained herein are true and correct.

Dated: 3-15-11



005100

Office of the
Registrar of Titles
St. Louis County, Minnesota
Certified Filed on
09/03/2010 at 11:34AM as
Document No. 889140.0
Affecting Certificate(s) of Title
265366.0

Mark A. Monacelli
Registrar of Titles
By D Ide Deputy
TFR 276929



DO NOT REMOVE

Prepared by
Linda Price
Capitol Infrastructure, LLC
d/b/a Connexion Technologies
111 Corning Road, Suite 250
Cary, NC 27518

Return to after recording
Linda Price
Capitol Infrastructure, LLC
d/b/a Connexion Technologies
111 Corning Road, Suite 250
Cary, NC 27518

EASEMENT AND MEMORANDUM OF AGREEMENT

STATE OF MINNESOTA
COUNTY OF ST. LOUIS

1. **Grant of Easement.** In consideration of \$10.00, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in consideration of Capitol Infrastructure, LLC ("CI"), a North Carolina limited liability company, having entered into a Master Community Infrastructure Agreement with Grantor dated July 21, 2010 (the "Agreement"), the undersigned ("Grantor") grants to CI, its successors and assigns and their designees and licensees (together, "Grantee"), subject to any prior easements, covenants, restrictions, liens and other items of record, an easement on Grantor's property commonly known as **Pleasantview Mobile Home Park** and as described in the attached Attachment I to this Agreement (the "Property") as follows:

2. **Definitions.** The following definitions shall apply:

Multi-Channel Video Services. "Multi-Channel Video Services" means the package of multi-channel cable television and other video-and/or-sound services, provided over the Infrastructure (e.g., the basic, premium, and pay-per-view services, whether analog or digital) offered by multi-channel video service providers generally to customers in the area where the Property is located (the "Area"). Multi-channel video services include, without limitation, video and sound services offered by any and all direct broadcast video providers, two examples of which are Direct TV and Dish Networks.

Voice Services. "Voice Services" means local voice telecommunications services, delivered within the Property in whole or in part via wired or cable transmission, provided by local exchange carriers (LECs) or competitive local exchange carriers (CLECs), as well as long distance voice telecommunications services provided by interexchange carriers (IXCs), or by resellers of the same. Voice Services may include voice over internet protocol ("VOIP"). Voice Services shall not include voice telecommunications services, delivered wirelessly including, without limitation, by cellular or other wireless transmission or other technological advances thereof.

Data Services. "Data Services" means data transmission, including but not limited to connectivity with the internet using internet protocol (IP) or the equivalent or successor protocol via wired Ethernet, wireless (802.11) transmission or other transmission media or protocol.

C-1

Return to:

Connexion

TFR # 276929

Cary, NC



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Infrastructure. "Infrastructure" means internal (other than within a single family detached home or town house, manufactured home or community building) and external wiring, cables, poles, conduits, molding, pipes, antennas, transmitters, receivers, servers, switch equipment, software, edge equipment, central processing units, audio, video or information servers, satellite earth stations, electrical connections, one or more equipment rooms and/or equipment cabinets with space sufficient for the installation, operation and maintenance of equipment room or equipment cabinet equipment and termination of transmission lines, and other facilities and equipment for the provision and delivery of Services.

Services. "Services" means the Multi-Channel Video Services, Voice Services and Data Services, each as more particularly defined above.

3. Blanket Easement. Grantee, its successors, assigns, designees and licensees is hereby granted and shall retain an easement on, over, under and through all of the Property to (i) sell, market and provide Services, and (ii) design, construct, install, operate, market, maintain, upgrade, repair, replace, access and remove Infrastructure to provide Services. Subject to applicable law and subject to the provisions of Section 6 relating to Grantee's obligation to make certain easements available to regulated public utilities and public franchise video providers, during the term of the Agreement, Grantor shall not grant any other provider of Services other than Grantee the right to provide Multi-Channel Video Services within the Property. Subject to applicable law, no Infrastructure installed by or on behalf of Grantee may be used by any other party without the express written permission of Grantee, which permission may be withheld for any reason. Grantee's easement rights set forth herein shall include, without limitation, the right to transmit signals related to the provision of Services over the Infrastructure to serve residents of other properties within the Property. Notwithstanding the foregoing, Grantee shall only be permitted the right to install Infrastructure in areas approved by Grantor in accordance with the terms of a development plan prepared by Grantee and approved by Grantor (the "Development Plan") and following the installation of the Infrastructure in accordance with the Development Plan, Grantee shall not be permitted to relocate any such Infrastructure without Grantor's prior written consent. All specifications of all Infrastructure including, without limitation, above-ground equipment and all underground Utility Lines shall be installed only in accordance with plans and specifications approved by Grantor including, without limitation, the materials, colors and other characteristics of any above-ground equipment and in all events, all Utility Lines shall be underground. All work performed on the Infrastructure shall be performed in compliance with all laws and regulations and Grantee shall be solely responsible to obtain all necessary permits and approvals to install Infrastructure and shall pay all costs and expenses with respect to the construction and subsequent maintenance, relocation or abandonment of the Infrastructure. Except in the case of usual and customary maintenance not involving trenching or digging or in the case of an emergency where such work may be initiated with reasonable notice, Grantee shall provide Grantor with at least fifteen (15) days prior written notice before commencement of any work on any Infrastructure. In the event that Grantee fails to perform its obligations under this Easement, Grantor shall have the right to complete any work required to be completed by Grantee at Grantee's sole cost and expense, and Grantee shall reimburse Grantor within thirty (30) days after written request therefor for all reasonable amounts incurred by Grantor. Grantor shall have the right to relocate all Infrastructure upon thirty (30) days prior written notice to Grantee, provided that such relocation shall not materially interfere with or diminish the service provided by Grantee. Grantee affirmatively undertakes to perform any installations, maintenance, repairs, replacements, operations or other work performed on the Property in accordance with the terms of this Agreement (collectively, the "Activities") in a good and workmanlike manner. Any Activities undertaken by Grantee shall not unreasonably restrict or prohibit or in any manner prevent ingress or egress to the Property or unreasonably interfere with parking, loading or entry into any buildings or manufactured homes located on the Property. Grantee shall take all reasonably necessary steps to minimize the impact of the Activities on the use and enjoyment of the Property. Grantee agrees that whenever Grantee, its employees, agents or representatives shall enter the Property, Grantee shall, at its sole cost and expense, promptly commence such Activities diligently proceed with the Activities and, upon completion of such Activities, fully restore the Property to the condition existing prior to such entry

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service to the end user on the Property during the term of such service agreement, such rights to be consistent with the provisions of Section 5 above.

7. **Memorandum of Agreement.** In addition to the rights granted above, the Agreement grants to Grantee certain rights to market and to designate providers of Services to Residents of the Property.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Easement and Memorandum of Agreement on the date stated following its signature below.

OWNER:

MOBILE ESTATES, LLC
a Michigan limited liability company

By: [Signature]
Gregory E. Dalkowski (Name)
CFO (Title)

DATE: 5/15/10, 2010

Signed, sealed and delivered in the presence of:

<u>[Signature]</u> Witness 1 Signature	<u>ANILA GURI</u> Witness 1 Print Name:
<u>[Signature]</u> Witness 2 Signature	<u>Le Van</u> Witness 2 Print Name:

ACKNOWLEDGMENT

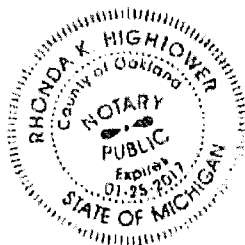
STATE OF Michigan
COUNTY OF Oakland

I, Rhonda K. Hightower, a Notary Public of County and State
aforementioned, do hereby certify that Gregory E. Dalkowski, known to me to be the
CFO of Mobile Estates, LLC, a Michigan limited liability company, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf
of that company.

Witness my hand and seal this 25th day of May, 2010.

Notary Public: Rhonda K. Hightower

My Commission Expires: 1/23/2017



889140

Attachment I to Easement and Memorandum of Agreement

Legal Description of the Property

**REAL PROPERTY IN THE COUNTY OF ST. LOUIS, STATE OF MINNESOTA, DESCRIBED AS
FOLLOWS:**

**LOTS NUMBERED TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) IN AUDITOR'S PLAT
NO. 20 OF SOUTH ¼ OF NORTHEAST ¼ OF SOUTHEAST ¼; SOUTHEAST ¼ OF SOUTHEAST ¼ OF
SECTION 27, NORTHEAST ¼ of NORTHEAST ¼ OF SECTION 34, ALL IN TOWNSHIP 49 NORTH,
RANGE 15 WEST OF THE FOURTH PRINCIPAL MERIDIAN.**



OFFICE OF REGISTRAR OF TITLES
Olmsted County, Minnesota

Document Number **T- 126677**

I hereby certify that this document was filed in this office for record on 8/18/2010 at 4:30 PM and entered as Memorial on Cert. No. 24572 in Volume 74 Page 282 of Registrar of Titles. Well Cert. _____
New Cert. No. _____ Volume _____ Page _____
File# 2321

W MARK KRUPSKI - Reg of Titles, by _____ Deputy
Fees: **\$46.00**

Received from/return to:
CONNEXION TECHNOLOGIES
ATTN: TAMMIE JONES
111 CORNING RD, STE 250
CARY NC 27518



OFFICE OF COUNTY RECORDER
Olmsted County, Minnesota

I hereby certify that this document was filed in this office on 8/18/2010 at 4:30 PM and was duly recorded as document number **A- 1237485**

W MARK KRUPSKI - Co Recorder, by _____ Deputy
Well Certificate: _____ Received _____ Not Required
Abstr. - yes _____ no _____
Fees: **\$46.00**

Received from/return to:
CONNEXION TECHNOLOGIES
ATTN: TAMMIE JONES
111 CORNING RD, STE 250
CARY NC 27518

Prepared by:
Capitol Infrastructure, LLC
d/b/a Connexion Technologies
111 Corning Road, Suite 250
Cary, NC 27518

return to after recording:
Linda Price
Capitol Infrastructure, LLC
d/b/a Connexion Technologies
111 Corning Road, Suite 250
Cary, NC 27518

EASEMENT AND MEMORANDUM OF AGREEMENT

STATE OF MINNESOTA
COUNTY OF OLMSTED

1. **Grant of Easement.** In consideration of \$10.00, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, and in consideration of Capitol Infrastructure, LLC ("CI"), a North Carolina limited liability company, having entered into a Master Community Infrastructure Agreement with Grantor dated May 11, 2010 (the "Agreement"), the undersigned ("Grantor") grants to CI, its successors and assigns and their designees and licensees (together, "Grantee"), subject to any prior easements, covenants, restrictions, liens and other items of record, an easement on Grantor's property commonly known as **Parkside Mobile Home Park** and as described in the attached Attachment I to this Agreement (the "Property") as follows:

2. **Definitions.** The following definitions shall apply:

Multi-Channel Video Services. "Multi-Channel Video Services" means the package of multi-channel cable television and other video-and/or-sound services, provided over the Infrastructure (e.g., the basic, premium, and pay-per-view services, whether analog or digital) offered by multi-channel video service providers generally to customers in the area where the Property is located (the "Area"). Multi-channel video services include, without limitation, video and sound services offered by any and all direct broadcast video providers, two examples of which are Direct TV and Dish Networks.

Voice Services. "Voice Services" means local voice telecommunications services, delivered within the Property in whole or in part via wired or cable transmission, provided by local exchange carriers (LECs) or competitive local exchange carriers (CLECs), as well as long distance voice telecommunications services provided by interexchange carriers (IXCs), or by resellers of the same. Voice Services may include voice over internet protocol ("VOIP"). Voice Services shall not include voice telecommunications services, delivered wirelessly including, without limitation, by cellular or other wireless transmission or other technological advances thereof.



Data Services. "Data Services" means data transmission, including but not limited to connectivity with the internet using internet protocol (IP) or the equivalent or successor protocol via wired Ethernet, wireless (802.11) transmission or other transmission media or protocol.

Infrastructure. "Infrastructure" means internal (other than within a single family detached home or town house, manufactured home or community building) and external wiring, cables, poles, conduits, molding, pipes, antennas, transmitters, receivers, servers, switch equipment, software, edge equipment, central processing units, audio, video or information servers, satellite earth stations, electrical connections, one or more equipment rooms and/or equipment cabinets with space sufficient for the installation, operation and maintenance of equipment room or equipment cabinet equipment and termination of transmission lines, and other facilities and equipment for the provision and delivery of Services.

Services. "Services" means the Multi-Channel Video Services, Voice Services and Data Services, each as more particularly defined above.

3. **Blanket Easement.** Grantee, its successors, assigns, designees and licensees is hereby granted and shall retain an easement on, over, under and through all of the Property to (i) sell, market and provide Services, and (ii) design, construct, install, operate, market, maintain, upgrade, repair, replace, access and remove Infrastructure to provide Services. Subject to applicable law and subject to the provisions of Section 6 relating to Grantee's obligation to make certain easements available to regulated public utilities and public franchise video providers, during the term of the Agreement. Grantor shall not grant any other provider of Services other than Grantee the right to provide Services within the Property. Subject to applicable law, no Infrastructure installed by or on behalf of Grantee may be used by any other party without the express written permission of Grantee, which permission may be withheld for any reason. Grantee's easement rights set forth herein shall include, without limitation, the right to transmit signals related to the provision of Services over the Infrastructure to serve residents of other properties within the Property. Notwithstanding the foregoing, Grantee shall only be permitted the right to install Infrastructure in areas approved by Grantor in accordance with the terms of a development plan prepared by Grantee and approved by Grantor (the "Development Plan") and following the installation of the Infrastructure in accordance with the Development Plan, Grantee shall not be permitted to relocate any such Infrastructure without Grantor's prior written consent. All specifications of all Infrastructure including, without limitation, above-ground equipment and all underground Utility Lines shall be installed only in accordance with plans and specifications approved by Grantor including, without limitation, the materials, colors and other characteristics of any above-ground equipment and in all events, all Utility Lines shall be underground. All work performed on the Infrastructure shall be performed in compliance with all laws and regulations and Grantee shall be solely responsible to obtain all necessary permits and approvals to install Infrastructure and shall pay all costs and expenses with respect to the construction and subsequent maintenance, relocation or abandonment of the Infrastructure. Except in the case of usual and customary maintenance not involving trenching or digging or in the case of an emergency where such work may be initiated with reasonable notice, Grantee shall provide Grantor with at least fifteen (15) days prior written notice before commencement of any work on any Infrastructure. In the event that Grantee fails to perform its obligations under this Easement, Grantor shall have the right to complete any work required to be completed by Grantee at Grantee's sole cost and expense, and Grantee shall reimburse Grantor within thirty (30) days after written request therefor for all reasonable amounts incurred by Grantor. Grantor shall have the right to relocate all Infrastructure upon thirty (30) days prior written notice to Grantee, provided that such relocation shall not materially interfere with or diminish the service provided by Grantee. Grantee affirmatively undertakes to perform any installations, maintenance, repairs, replacements, operations or other work performed on the Property in accordance with the terms of this Agreement (collectively, the "Activities") in a good and workmanlike manner. Any Activities undertaken by Grantee shall not unreasonably restrict or prohibit or in any manner prevent ingress or

egress to the Property or unreasonably interfere with parking, loading or entry into any buildings or manufactured homes located on the Property. Grantee shall take all reasonably necessary steps to minimize the impact of the Activities on the use and enjoyment of the Property. Grantee agrees that whenever Grantee, its employees, agents or representatives shall enter the Property, Grantee shall, at its sole cost and expense, promptly commence such Activities diligently proceed with the Activities and, upon completion of such Activities, fully restore the Property to the condition existing prior to such entry and upon completion of any Activities, all disturbed soil shall be resodded and not reseeded. All work to be completed by Grantee or its agents hereunder shall be completed pursuant to and in accordance with all necessary licenses and permits which Grantee shall obtain at its sole cost and expense. Such work shall conform to all applicable statutes, ordinances, regulations and codes and to the requirements of all other regulatory authorities. Grantee agrees not to permit liens to be filed arising out of the Activities. Grantee shall, within thirty (30) days after receiving notice of any such lien, discharge such lien either by payment of the indebtedness due to the lien claimant or by filing a bond (as provided by statute) as security therefor. In the event Grantee shall fail to discharge or bond over such lien within said thirty (30) day period, Grantor shall have the right to procure such discharge and Grantee shall pay the costs incurred by Grantor and shall reimburse to Grantor its reasonable other costs and expenses incurred in connection therewith upon written request therefor. Prior to the commencement of any Activities, Grantee shall furnish Grantor with a certificate of insurance evidencing all insurance required to be obtained pursuant to terms of the Agreement and naming Grantor as an additional insured. Grantee shall indemnify, defend and hold Grantor harmless for any and all damages, liabilities, claims, costs or expenses, including reasonable attorneys' fees, court costs and legal expenses, incurred by and/or suffered by Grantor resulting from Grantee's, or its agent's, use of the easements granted under this Easement.

4. **Fixtures.** Infrastructure shall not be deemed to be affixed to or a fixture of the Property.

5. **Other Easements; Term of Easements.** Grantor reserves the right to grant other easements on the Property not in conflict with Grantee's rights set forth herein, but Grantor will not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein. Neither Grantor nor any Owner of any portion of the Property (referred to individually herein as an "Owner", and collectively as the "Owners") shall take any action with respect to the easements granted to Grantee herein that would unreasonably interfere or be inconsistent with the use of the easement by Grantee for the purposes named herein.

Grantee will have and hold the easements on the Property granted during the term of the Agreement and during such term, subject to applicable law, the easements shall be exclusive to Grantee, and this Easement shall automatically expire and terminate upon the expiration or termination of the Agreement and Grantor shall be permitted to record an affidavit against the Property certifying that such easement has been terminated which will be satisfactory evidence that this Easement has been terminated. In addition to the foregoing, upon request, Grantee shall be required to execute such reasonable documentation as Grantor may request to evidence the termination of the Easement. Upon the expiration of the Agreement, Grantee shall have a period of six (6) months to remove the Infrastructure installed by Grantee. Following such removal, Grantee shall return the surface of the Property to substantially the same condition as existed prior to Grantee's work. Any Infrastructure installed by Grantee that is not removed within such six (6) month period shall be deemed to have been abandoned by Grantee.

These easements and other rights granted to Grantee hereunder run with the title to the Property for the time set forth in this Section 5 and are binding on Grantor, its successors and assigns and on all subsequent Owners of the Property or portions thereof acquired directly or indirectly from Grantor, as well as on others who may claim an interest in all or a portion of the Property.

6. **Access by Public Utilities and Franchise Video Providers.** Notwithstanding any provision of this Agreement and Memorandum of Agreement to the contrary, if a Resident within the Property enters

into a valid bona fide service agreement with a franchise video provider or public utility in the state in which the Property is located with respect to regulated video or voice services, respectively, as the case may be, Grantee will, upon request by such Resident, public utility, or regulated service provider, and subject to Grantee receiving reasonable compensation therefore (to the extent that Grantee is permitted by law to charge such reasonable compensation), grant limited non-Infrastructure non-exclusive easement access rights to the Property to such public utility or franchise video provider sufficient to enable such provider to provide the regulated service to the end user on the Property during the term of such service agreement, such rights to be consistent with the provisions of Section 5 above.

7. **Memorandum of Agreement.** In addition to the rights granted above, the Agreement grants to Grantee certain rights to market and to designate providers of Services to Residents of the Property.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Easement and Memorandum of Agreement on the date stated following its signature below.

OWNER:

MOBILE ESTATES, LLC
a Michigan limited liability company

By: [Signature]
Gary J. Dabkowski (Name)
CEO (Title)

DATE: 7/12/10, 2010

Signed, sealed and delivered in the presence of:

[Signature] MILENA MARKU
Witness 1 Signature Witness 1 Print Name:
[Signature] ANNE KOWALEC
Witness 2 Signature Witness 2 Print Name:

ACKNOWLEDGMENT

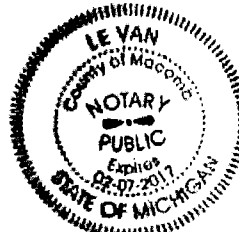
STATE OF Michigan
COUNTY OF Oakland

I, Le Van, a Notary Public of County and State
aforementioned, do hereby certify that Gary Dabkowski, known to me to be the
CEO of Mobile Estates, LLC, a Michigan limited liability company, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf
of that company.

Witness my hand and seal this 12th day of July, 2010.

Notary Public: [Signature]

My Commission Expires: 2-7-2017



Acting in the County of Oakland

Attachment I to Easement and Memorandum of Agreement

Legal Description of the Property

Real property in the County of Otterdale, State of Minnesota, described as follows:

Assuming the North and South Quarter line of Section 7, Township 106 North, Range 13 West to be a due North and South line and commencing at the center of Section 7 in the aforesaid Township and Range and running thence East along the North line of the SE 1/4 of said Section a distance of 363.33 feet to the center of a Township road, thence due South along the center of said Township road a distance of 1,707.28 feet to the Northeastern right-of-way line of the old Rochester and Marion Road, then along said right-of-way line North 56 degrees 34 minutes West a distance of 478.17 feet to the West line of said SE 1/4, then due South a distance of 39.55 feet to the center of the old Rochester and Marion Road, thence North 56 degrees 34 minutes West a distance of 43.15 feet along the center of the old Rochester and Marion Road to a point which is 36 feet West of the East line of the SW 1/4 of said Section, running thence North a distance of 459.95 feet to a point which is 349.55 feet South of the North line of said SW 1/4 of said Section, thence due West a distance of 240.0 feet, thence due North a distance of 349.55 feet to the North line of the SW 1/4 of said Section, thence East along the North line of said SW 1/4 a distance of 275.85 feet to the place of beginning;

Excepting there from an easement over the Easterly 33 feet thereof for road purposes and also excepting an easement for roadway purposes to the East 36 feet of that part of the SW 1/4 of said Section lying North of the center line of the old Rochester and Marion Road and South of a line lying 349.55 feet South of the North line of said SW 1/4 of said Section, more particularly described as follows:

Part of the SE 1/4 and part of the SW 1/4 of Section 7, Township 106 North, Range 13 West of the Fifth Principal Meridian, described by metes and bounds as follows: Beginning at the center of said Section 7, thence East along the North line of said SE 1/4 385.37 feet to the center of a township road, thence South along the center of said road 1059.75 feet parallel with the West line of said SE 1/4 to the northeastern right of way line of the old Rochester and Marion Road, thence Northwest along said right-of-way at an angle of 60 degrees 41 minutes 13 seconds from the last described course 472.24 feet to the West line of said SE 1/4, thence South along the said West line 42.65 feet to the center of said road, thence Northwest along the center of said road at an angle of 60 degrees 41 minutes 13 seconds from the last described course 40.53 feet to a point which is 36 feet West of the East line of the said SW 1/4, thence North 456.52 feet parallel with the East line of the said SW 1/4 to a point which is 349.55 feet South of the North line of the said SW 1/4, thence West 240.00 feet parallel with the North line of the said SW 1/4, thence North 349.55 feet to the North line of said SW 1/4, thence East along the said North line 275.00 feet to the point of beginning. Subject to a roadway easement over the Easterly 33 feet thereof, and over the East 36 feet of the said SW 1/4 lying North of the centerline of the old Rochester and Marion Road and South of a line lying 349.55 feet South of the North line of the said SW 1/4.

Also, part of the NE 1/4 of Section 7, Township 106 North, Range 13 West of the Fifth Principal Meridian, described as beginning at the center of said Section 7, thence East along the South line of the said NE 1/4 890.00 feet, thence North parallel with the West line of the said NE 1/4 220.00 feet, thence West 990.00 feet to the West line of the said NE 1/4, thence South 220.00 feet to the point of beginning, excepting therefrom the Easterly 33 feet. Subject to a North-South Township road easement, the centerline of which runs 365.37 feet East of the West line of the said NE 1/4.

Also, part of the NE 1/4 of Section 7, Township 106 North, Range 13 West of the Fifth Principal Meridian, described as commencing at the center of said Section 7, thence North along the West line of the said NE 1/4 220.00 feet to the point of beginning, thence North along the said West line 73.33 feet, thence East parallel with the South line of the said NE 1/4 365.37 feet to the center of the township road, thence South 73.33 feet along the center of said road, thence west 365.37 feet to the point of beginning. Subject to a roadway easement over the East 33 feet thereof.

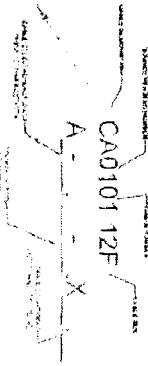
Abstract
→

EXHIBIT "B"
DEVELOPMENT PLAN
(Attached)

LEGEND OF SYMBOLS

①	POWER WIRE LOCATION
②	LOC # JOB SYMBOL FIBER LENGTH
③	PLANNING MARKS: HANDHOLE
④	18 GA. FIBER HANDHOLE
⑤	PLANNING MARKS: HANDHOLE
⑥	18 GA. FIBER HANDHOLE
⑦	TRASH/POLE #25
⑧	TRASH/POLE POLE
⑨	WIRELESS ACCESS POINT

FIBER INDICATOR LEGEND



LEGEND OF CONDUIT LINETYPES

APPLIES TO TDPP (CONDUIT PLAN) AND TDEP (ELECTRIC PLAN) PAGES

- (1) 120MM ROLL PIPE CONDUIT
- (2) 200MM ROLL PIPE CONDUIT
- (3) 200MM SCH 40 CONDUIT
- (4) 300MM CONDUIT (POWER)

LEGEND OF DROP CABLE LINETYPES

APPLIES TO TDPP (DROP PLAN) PAGES

- COAXIAL DISTRIBUTION LINES
- CAT5 DISTRIBUTION LINES
- FIBER HOSE (RACKMOUNT)

LEGEND OF FIBER CABLE LINETYPES

APPLIES TO TDPP (FIBER PLAN) PAGES

- 120MM ROLL PIPE CONDUIT
- 200MM ROLL PIPE CONDUIT
- 200MM SCH 40 CONDUIT
- 300MM CONDUIT (POWER)
- 400MM CONDUIT (POWER)

SPECIAL TAGS AND INDICATORS

- CONDUIT CABLE IDENTIFIER
- FIBER CABLE IDENTIFIER
- SPECIAL CABLE IDENTIFIER
- CONDUIT CABLE IDENTIFIER
- ATTENTION CALLER

TELCO LEGEND

①	TELCO 17300 HANDHOLE
②	HEADEND LOCATION
③	SCALED HEADEND
④	(1) 200MM ROLL PIPE CONDUIT
⑤	(0) 125MM ROLL PIPE CONDUIT
⑥	(1) 200MM SCH 40 CONDUIT



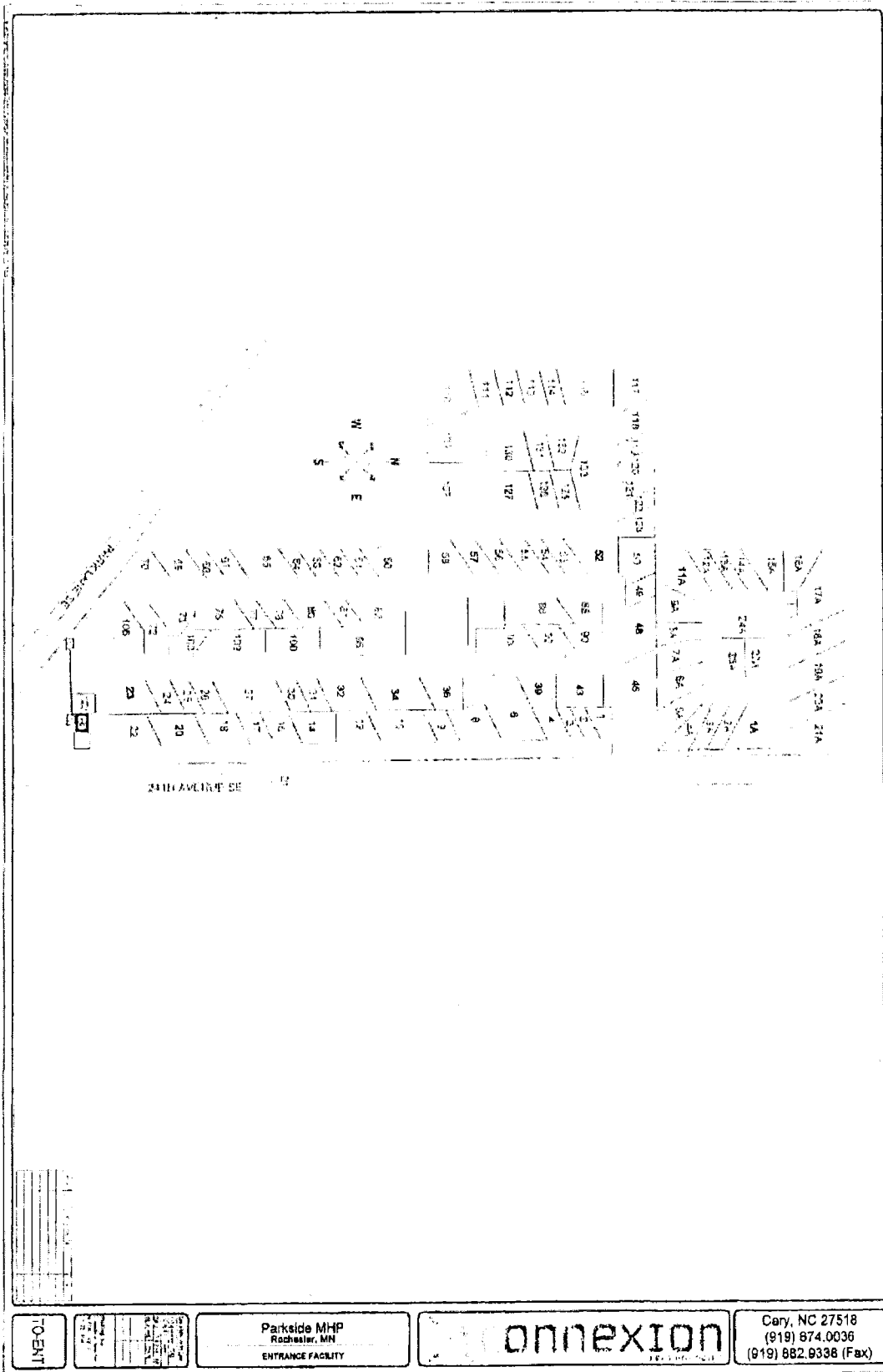
DATE	BY

DATE	BY

Parkside MHP
Rochester, MN
BY: MHP AND LINETYPE LEGEND



Cary, NC 27518
(919) 674.0036
(919) 882.9338 (Fax)



10-ENT

DATE: 11/11/10
BY: [Signature]
PROJECT: [Signature]

Parkside MHP
Rochester, MN
ENTRANCE FACILITY

onnexion
CONSTRUCTION

Cary, NC 27518
(919) 874.0036
(919) 882.9338 (Fax)

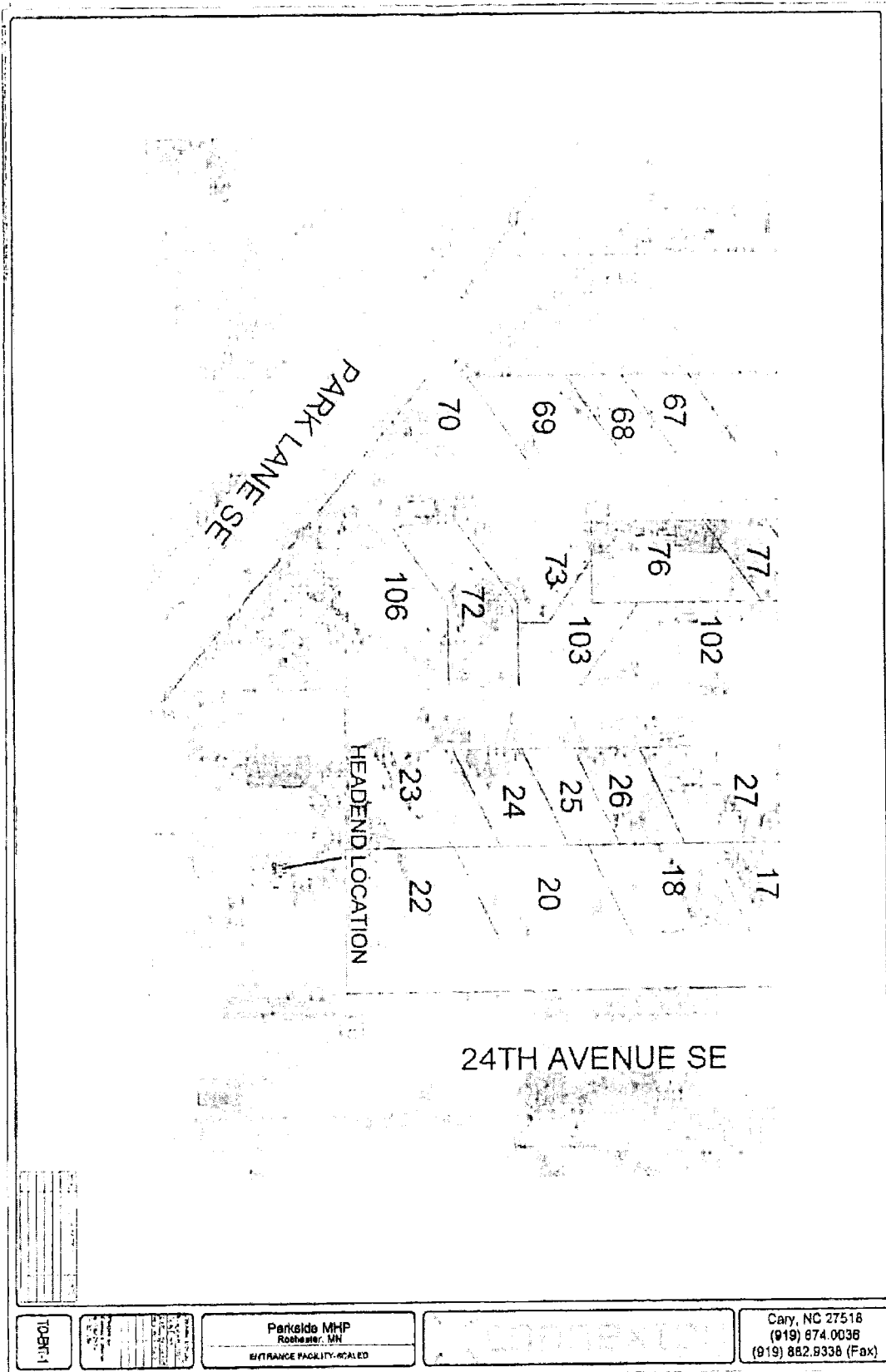


EXHIBIT B

RIVERSTONE
c o m m u n i t i e s

September 14, 2010

Charter
Attention: Joe Geroux
4670 E Fulton, #102
Ada, MI 49301

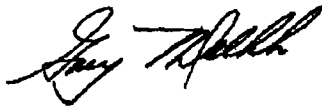
Re: ***Parkside Mobile Home Park***
2315 Parklane SE
Rochester, MN 55903

Dear Joe Geroux:

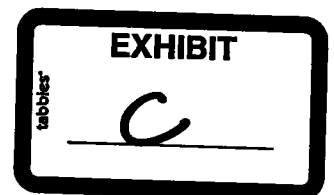
This letter is to advise you that ***Riverstone Communities, LLC*** has entered into an agreement with Connexion Technologies (Connexion) to commence upgrades to the telecommunications system and to coordinate and provision telecommunication services by all providers on the above-referenced property. With this agreement, Connexion Technologies has acquired specific rights and now acts on behalf of Riverstone Communities, LLC.

I look forward to hearing news of your discussion with Connexion Technologies soon as it relates to providing services to the residents of our property. Please do not hesitate to contact me if you have further questions.

Sincerely,



Gary Dabkowski
Chief Financial Officer





September 16, 2010

Charter
Attention: Joe Geroux
4670 E Fulton, #102
Ada, MI 49301

Re: Parkside Mobile Home Park
2315 Parklane SE
Rochester, MN 55903

Dear Joe Geroux:

This letter is to advise you that *Riverstone Communities, LLC* ("Owner"), has entered into an agreement with Connexion Technologies (Connexion) to commence upgrades to the telecommunications system at *Parkside Mobile Home Park* to provide their residents with a state-of-the-art voice, video and data system. Currently your company is providing services to the residents at *Parkside Mobile Home Park*. I would like to extend an invitation for you to remain on the property and continue providing services to the residents by partnering with Connexion.

This is where you can continue to play a vital role at *Parkside Mobile Home Park*. Currently, Connexion partners with many service providers across the country through a variety of "cutting-edge" telecommunication products and solutions. All providers of Connexion are committed to excellence in customer service and continued focus on innovative new products. Through your continued commitment to the Owner, I know that you will be an asset to Connexion in the delivery of services to community residents.

Our agreement with *Riverstone Communities, LLC* prohibits the utilization of the owner's wiring by providers other than those designated by Connexion. Therefore, it's important that your company partner with Connexion Technologies to remain on the property. Should you desire to continue providing services to the residents, please contact me within 20 days from the date of this letter to discuss the options available for you to remain on this property. I can be reached by either phone (919-535-7369) or email (james.graney@cnxntech.com).

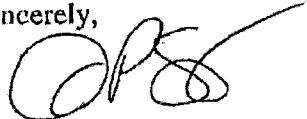
If your company chooses not to remain on the property or fails to contact me within 20 days, this letter is formal notice for your company to cease and terminate all services within 60 days of the date of this letter. In addition, your company will have up to 90 days



after the date of this letter, to remove its distribution systems from the property. Please be advised that *Riverstone Communities, LLC* or the property residents own the infrastructure located on or within the residential units on the property (with the possible exception of your customer premises equipment being leased to the resident), and we will appreciate your company not disturbing the aforementioned infrastructure during the removal of your distribution systems. After this 90 day period, we will consider any of your distribution systems left on the property to have been abandoned. We do expect your company to repair any damage caused upon removal of your equipment and systems.

I look forward to hearing from you to discuss the opportunity to continue providing services to the community. Please do not hesitate to contact me if you have further questions.

Sincerely,



James P. Graney
Vice President



RIVERSTONE
c o m m u n i t i e s

September 21, 2010

Charter
Attention: Joe Geroux
4670 E Fulton St, #102
Ada, MI 49301

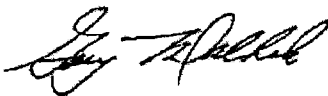
Re: ***Pleasant View Mobile Home Park***
9428 Grand Ave
Duluth, MN 55808

Dear Joe Geroux:

This letter is to advise you that ***Riverstone Communities, LLC*** has entered into an agreement with Connexion Technologies (Connexion) to commence upgrades to the telecommunications system and to coordinate and provision telecommunication services by all providers on the above-referenced property. With this agreement, Connexion Technologies has acquired specific rights and now acts on behalf of Riverstone Communities, LLC.

I look forward to hearing news of your discussion with Connexion Technologies soon as it relates to providing services to the residents of our property. Please do not hesitate to contact me if you have further questions.

Sincerely,



Gary Dabkowski
Chief Financial Officer





September 23, 2010

Charter
Attention: Joe Geroux
4670 E Fulton St, #102
Ada, MI 49301

Re: Pleasant View Mobile Home Park
9428 Grand Ave
Duluth, MN 55808

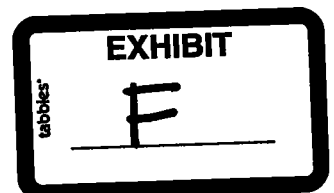
Dear Joe Geroux:

This letter is to advise you that *Riverstone Communities, LLC* ("Owner"), has entered into an agreement with Connexion Technologies (Connexion) to commence upgrades to the telecommunications system at *Pleasant View Mobile Home Park* to provide their residents with a state-of-the-art voice, video and data system. Currently your company is providing services to the residents at *Pleasant View Mobile Home Park*. I would like to extend an invitation for you to remain on the property and continue providing services to the residents by partnering with Connexion.

This is where you can continue to play a vital role at *Pleasant View Mobile Home Park*. Currently, Connexion partners with many service providers across the country through a variety of "cutting-edge" telecommunication products and solutions. All providers of Connexion are committed to excellence in customer service and continued focus on innovative new products. Through your continued commitment to the Owner, I know that you will be an asset to Connexion in the delivery of services to community residents.

Our agreement with *Riverstone Communities, LLC* prohibits the utilization of the owner's wiring by providers other than those designated by Connexion. Therefore, it's important that your company partner with Connexion Technologies to remain on the property. Should you desire to continue providing services to the residents, please contact me within 20 days from the date of this letter to discuss the options available for you to remain on this property. I can be reached by either phone (919-535-7369) or email (james.graney@cnxntech.com).

If your company chooses not to remain on the property or fails to contact me within 20 days, this letter is formal notice for your company to cease and terminate all services within 60 days of the date of this letter. In addition, your company will have up to 90 days



after the date of this letter to remove its distribution systems from the property. Please be advised that *Riverstone Communities, LLC* or the property residents own the infrastructure located on or within the residential units on the property (with the possible exception of your customer premises equipment being leased to the resident), and we will appreciate your company not disturbing the aforementioned infrastructure during the removal of your distribution systems. After this 90 day period, we will consider any of your distribution systems left on the property to have been abandoned. We do expect your company to repair any damage caused upon removal of your equipment and systems.

I look forward to hearing from you to discuss the opportunity to continue providing services to the community. Please do not hesitate to contact me if you have further questions.

Sincerely,



James P. Graney
Vice President

alert!

Your service provider,
CHARTER, is leaving

Please be aware that Charter has elected to no longer provide service at Parkside MHP as of 11/9/2010.



Connexion Technologies manages the relationship between your community and your new service providers. We have worked to make sure that in Charter's absence you will receive the very best products and services available over Connexion Technology's advanced telecommunications network.

To help in this transition, our premier provider is:

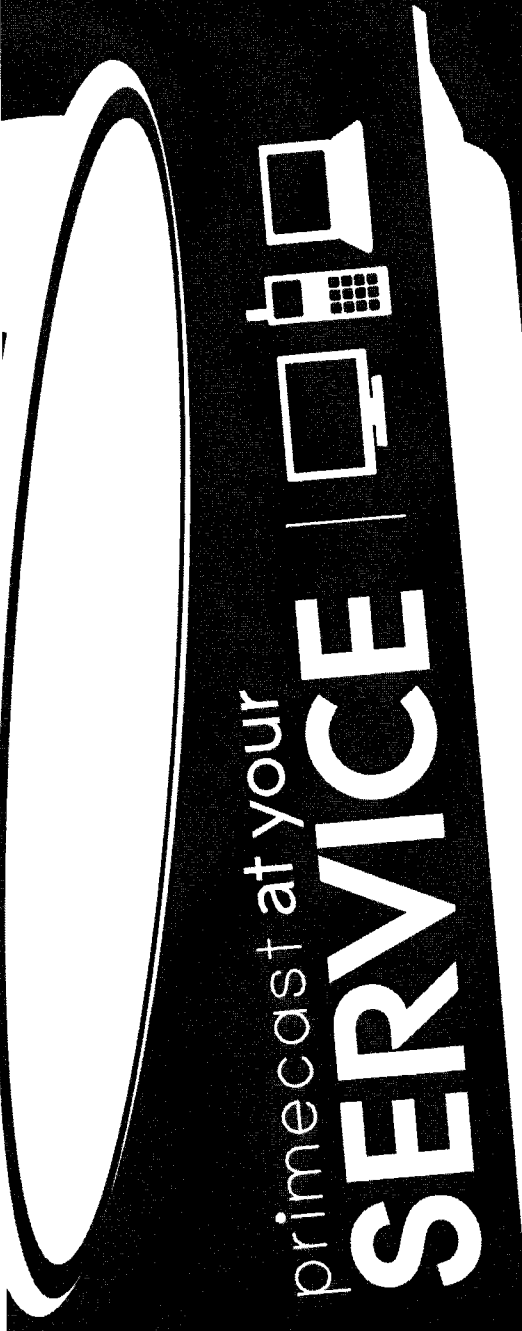
primecast




Call today for the limited time offer customized for your community!

877.535.0705

Other providers coming soon!

Community



primecast at your
SERVICE |  |  | 

We have been
notified **CHARTER** is
leaving Parkside MHP as
of **11/9/2010**

Please call Primecast to sign up for new service today.
877.535.0705

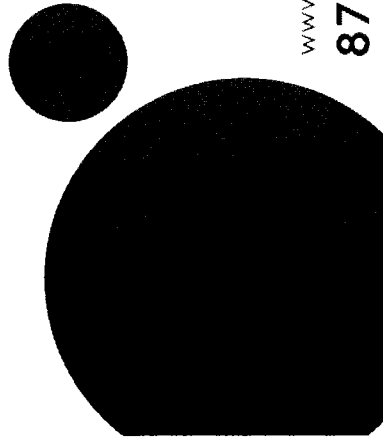
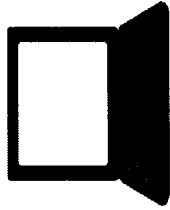
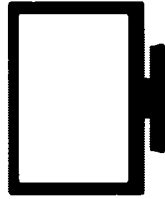
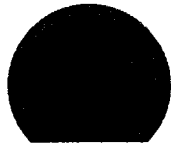


tabbles

EXHIBIT

H

2500 Regency Parkway
Cary, NC 27518



www.goprimecast.com

877.535.0705

