

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Charter Communications

Attn: M3

Address: 3000 Northwoods Parkway

Suite 125

Norcross, Georgia 30071

20090917000356160 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
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**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") ("Charter"; debtor in possession) and ***Sterling Oaks Owners' Association, Inc.*** ("Owner") is this 15th day of July, 2009 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" section below.

BASIC INFORMATION	
<b>Premises (or Property) (further described in Exhibit A):</b>	
Premises Name:	Sterling Oaks Condominiums
Street Address:	100 Sterling Oaks Trail
City/State/Zip:	Birmingham, AL 35244
Number of units:	60
<b>Agreement Term:</b> 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.	
<b>Start Date:</b> July 15, 2009	<b>Expiration Date:</b> July 14, 2019
<b>Services:</b> Services shall mean all lawful communications services (including video/cable services) that Operator may provide.	
<b>Equipment:</b> 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”<sup>1</sup> (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 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.

Without limiting Operator’s exclusive rights to use Internal Wiring and its Equipment, should either (A) an antenna, or signal amplification system or (B) any Owner modification, relocation of, and/or work on the Internal Wiring 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.

**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.

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<sup>1</sup> The terms “cable home wiring” and “home run wiring” are defined at 47 CFR §§ 76.5(II) and 76.800(d).



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.

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: 8.24.09

**OWNER:**

**Sterling Oaks Owners' Association, Inc.**

By: Dianne Jaffe  
(Signature)

Printed Name: DIANNE JAFFE

Title: PROPERTY MANAGER

Date: 7/15/09



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**OPERATOR ACKNOWLEDGEMENT**

STATE OF Alabama )  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2009 by

Matt Favre, the Vice President and General Manager of Marcus Cable of Alabama, L.L.C., l/k/a Charter Communication with a mailing address of 2100 Columbiana Road, Vestavia Hills, AL 30096, who acknowledged this to be the authorized act of such entity.

Tonja Ellen Pitteroff  
Notary Public

My commission expires: Tonja Ellen Pitteroff  
Notary Republic  
Alabama State At Large  
My Commission Expires 05-01-2013

**OWNER ACKNOWLEDGEMENT**

STATE OF Alabama )  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2009

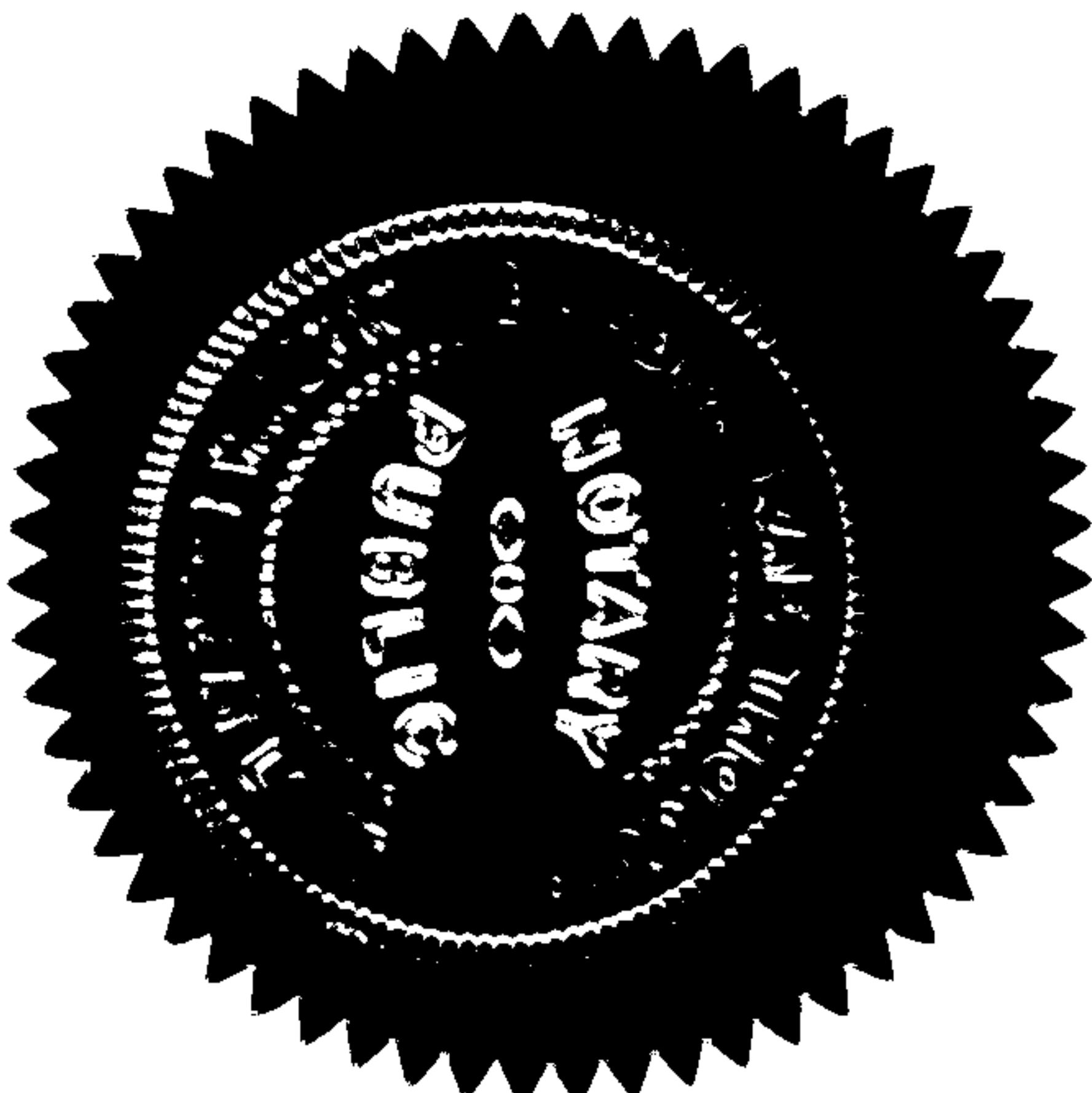
by DIANNE JAFFE, the PROPERTY MANAGER of

STERLING OAKS CONDOMINIUM ASSOC, INC. with a mailing address

of 4 OFFICE PARK CIRCLE, STE 106 B'HAM, AL 35223, who acknowledged this to be the authorized act of such entity.

Cedric Rae Shurt  
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 21, 2010  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS



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**EXHIBIT "A"**

**A PARCEL OF LAND LOCATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY,  
WITH A SITUS ADDRESS OF 101 STERLING OAKS DR, BIRMINGHAM AL 35244-  
2070 CURRENTLY OWNED BY SMITH BARRY K HAVING A TAX ASSESSOR  
NUMBER OF 10-9-30-0-991-004-139 AND DESCRIBED IN DOCUMENT NUMBER  
126100 DATED 03/28/2008 AND RECORDED 03/28/2008. Subdivision:  
STERLING OAKS CONDO Legal Block/Bldg: Legal Book/Page: 33-101 Legal  
Lot/Unit: 101 Assessor's Parcel #: 10-9-30-0-991-004-139**



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