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Shelby Cnty Judge of Probate, AL  
05/13/2010 12:59:24 PM FILED/CERT

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Charter Communications

Attn: M3

Address: 3000 Northwoods Parkway  
Suite 196  
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 ***Dale and Jeanette Young*** ("Owner") is this 4th day of March, 2010 ("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:	Young's Mobile Home Park
Street Address:	51 Cain Road
City/State/Zip:	Chelsea, AL 35043
Number of units:	19
<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> <u>March 4, 2010</u>	<b>Expiration Date:</b> <u>March 4, 2017</u>
<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, 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.

**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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not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

13. Confidentiality. The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as restrictive as those set forth herein, or (v) in order to enforce its rights pursuant to this Agreement. All parties shall be directed to abide by the confidentiality provisions of this Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

**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: VP/GM of Charter Communications**

**Date: 4-12-10**

**OWNER:**

**Dale Young**

By: Dale Young  
(Signature)

**Printed Name: DALE YOUNG**

**Title: OWNER**

**Date: 3-4-10**

**Jeanette Young**

By: Jeanette Young  
(Signature)

**Printed Name: JEANETTE YOUNG**

**Title: OWNER**

**Date: 3-4-10**



STATE OF Alabama  
COUNTY OF Shelby

On 2/25/2010 before me, Dale & Jeanette Young, 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 [Signature]  
My Commission Expires April 27, 2010

STATE OF Alabama  
COUNTY OF Jefferson

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On April 12, 2010 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 [Signature]

Tonja Ellen Fetterolf  
Notary Public  
Alabama State at Large  
My Commission Expires 05-01-2013

## **EXHIBIT "A"**

**A PARCEL OF LAND LOCATED IN THE STATE OF ALABAMA, COUNTY OF  
SHELBY, WITH A SITUS ADDRESS OF 51 CAIN RD, CHELSEA AL 35043-9036  
CURRENTLY OWNED BY YOUNG DALE H & LOLA JEANETTE CAIN HAVING  
A TAX ASSESSOR NUMBER OF 14-1-02-0-000-017-000 AND BEING THE  
SAME PROPERTY MORE FULLY DESCRIBED AS NE1/4 SW1/4 EXC:BEG INT  
S LN NE1/4 SW1/4 & N ROW CO RD 11 TH W649.74 NE647.12 SE250 S240  
SW40 TO POB ALSO COM NW COR NW1/4 SE1/4 TH S330 TO BEG TH S360  
NE 210 S210 SW210 S160 SW230 NE470 NW210 NE420 SEE210 & ETC AND  
DESCRIBED IN DOCUMENT NUMBER 91040 DATED 03/22/2000 AND  
RECORDED 00/2000.**



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