

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: **M3**

Address: **3000 Northwoods Parkway**

Suite 195

Norcross, Georgia 30071

The Value of the Service Agreement is \$500.00

Prepared By: Michelle Ritter

Multifamily Media Management, LLC

Authorized Representative for Charter Communications

3000 Northwoods Pkwy, Ste. 195

Norcross, GA 30071



20120214000054610 1/5 \$24.50
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.** ("Operator") and **Wedgewood-Westwood Inc.** ("Owner") on this **19th** day of **December, 2011** ("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:	Falcon Manor II Apartments
Street Address:	26 Falcon Way
City/State/Zip:	Montevallo, AL 35115
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: December 19, 2011	Expiration Date: December 18, 2018
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 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

¹ The terms "cable home wiring" and "home run wiring" are defined at 47 CFR §§ 76.5(11) and 76.800(d).

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.

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: ~~Dan Hebert~~

Matt Favne

Title VP/GM of Charter Communications

Date: _____

1-19-12

By: _____

(Witness Signature)

Printed Name: Linda Devrick

Linda Devrick

OWNER:

Wedgewood-Westwood Inc.

By: _____

(Signature)

Printed Name: Lance Rushing

Lance Rushing

Title: _____

Vice President

Date: _____

12/19/11

By: _____

(Witness Signature)

Printed Name: Starr J Vann

Starr J Vann



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STATE OF Alabama
COUNTY OF Jefferson

On 12/19/11 before me, Lance Rushing, 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] Expiration Date 12/31/13

STATE OF Alabama
COUNTY OF Jefferson

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On Jan. 19th, 2012 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] Expiration Date _____

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

EXHIBIT "A"


LEGAL DESCRIPTION

SUB DIVISON1: APACHE VILLAGE 1ST SECTOR MAP BOOK: 06 PAGE: 095
SUB DIVISON2: MAP BOOK: 00 PAGE: 000
PRIMARY BLOCK: 000 SECONDARY BLOCK: 000
PRIMARY LOT: 1 SECONDARY LOT:
METES AND BOUNDS: ALSO: BEG NW COR LOT 1 S166.18 W25.55 N165.39 TO POB LESS: STRIP 15.19 X 170.88.

SUB DIVISON1: MAP BOOK: 00 PAGE: 000
SUB DIVISON2: MAP BOOK: 00 PAGE: 000
PRIMARY BLOCK: 000 SECONDARY BLOCK: 000
PRIMARY LOT: SECONDARY LOT:
METES AND BOUNDS: 310.25'X261.23'IRR BEG 539' W OF SE COR SW1/4 OF NE1/4 W 310.25' N 261.23' E 280' SLY
122'(S) E 35'(S) S TO POB

SUB DIVISON1: MAP BOOK: 00 PAGE: 000
SUB DIVISON2: MAP BOOK: 00 PAGE: 000
PRIMARY BLOCK: 000 SECONDARY BLOCK: 000
PRIMARY LOT: SECONDARY LOT:
METES AND BOUNDS: 310'X300'(S)IRR BEG 109.5' E OF SW COR NE1/4 N 300' NE 175.90' S 52'(S) E 141'(S)
SLY261.23' W 310'(S) TO POB

Shelby County, AL 02/14/2012
State of Alabama
Deed Tax: \$.50


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