

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Charter Communications<sup>M3</sup>  
Attn: 3000 Northwoods Parkway  
Address: Suite 195  
Norcross, Georgia 30071



20130123000030270 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
01/23/2013 10:47:17 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 Signature Wood Springs, 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	
<b>Premises (or Property) (further described in Exhibit A):</b>	
Premises Name: Wood Springs	Prepared by: Michelle Ritter
Street Address: 200 Springs Avenue	Multifamily Media Management, LLC
City/State/Zip: Birmingham, AL 35242	Authorized Representative for Charter Communications
Number of units: 280	3000 Northwoods Parkway, Ste. 195
	Norcross, GA 30071
<b>Notices:</b>	
Owner: Name: Signature Wood Springs, LLC	
Address: 1049 Powers Ferry Road	
Marietta, GA30067	
Phone: 770-952-2750	
Fax:	
<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 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.	
<b>Start Date:</b> <u>December 13, 2012</u>	<b>Expiration Date:</b> <u>December 12, 2019</u>

**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:**

**Signature Wood Springs, 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 \_\_\_\_\_

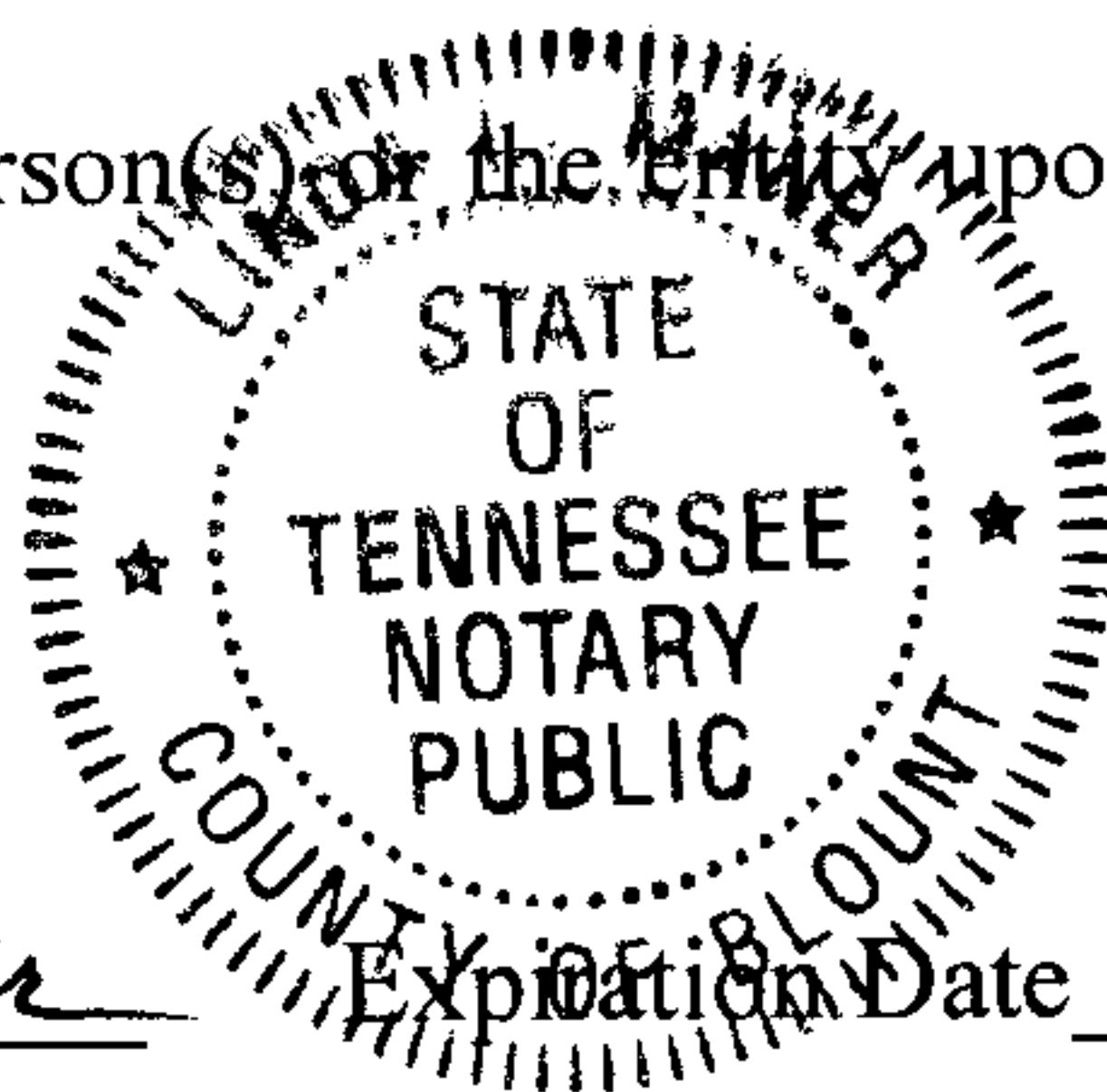
ELIZABETH L. DEARING  
NOTARY PUBLIC  
COBB COUNTY  
STATE OF GEORGIA  
MY COMMISSION EXPIRES JANUARY 28, 2015

STATE OF TN  
COUNTY OF Blount

On 12/27/12 before me, Linda L. Mann, 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. Mann Expiration Date Commission Expires: March 6, 2013



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Exhibit "A"

Legal Description: **PART OF LOT 1A CAHABA RIVER PARK 1ST ADD MB8 P62 BEG A NW COR  
NW1/4 OF NE1/4 S285 E240 SELY508.99 SELY257.51 NELY198.3 ELY185.79  
SELY128.43 SE14.52 TO NW ROW RIVERVIEW RD NELY877.24 TO INT WITH  
S ROW HWY 280 NWLY126.72 W1691 TO POB**  
County: **SHELBY, AL** APN:  
**02-7-35-0-001-003-  
001**  
Census Tract / Block: **302.12 / 1** Alternate APN:  
Township-Range-Sect: **18-2W-35** Subdivision:



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