

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: Angela Boyd

Address: 2100 Columbiana Rd.

Vestavia Hills, AL. 35216



20150311000074550 1/6 \$29.00
Shelby Cnty Judge of Probate, AL
03/11/2015 10:24:24 AM FILED/CERT

The value of the Service Agreement is \$500.00

Above for recorders use only


NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Installation and Distribution Agreement ("Agreement") between Marcus Cable of Alabama, LLC ("Operator") and Alabama Senior Living, Inc. ("Owner") is dated this 21st day of August 2014 ("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: <u>Knollwood Assisted Living</u>	Number of Units: <u>18</u>
Street Address: <u>4804 Highway 25</u>	
City/State/Zip: <u>Montevallo, AL. 35115</u> <u>John Hagan</u> (205) 665-5955	
Notices:	
Owner Name: <u>Alabama Senior Living, LLC</u>	
Address: <u>4804 Highway 25</u>	
<u>Montevallo, AL. 35115</u>	
Phone: <u>205-665-5955</u>	
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 <u>3</u> 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.	
Start Date: <u>August 21, 2014</u>	Expiration Date: <u>August 21, 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 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.

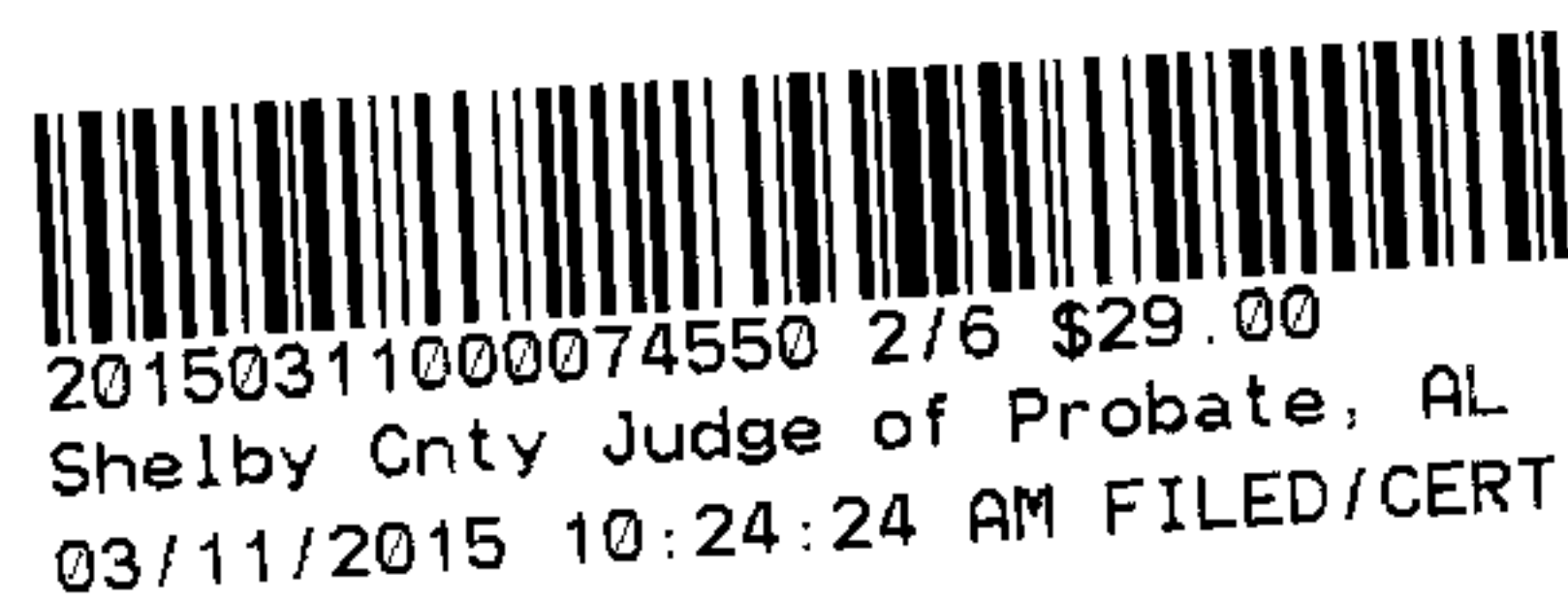
4. In the event of a default by a party hereunder in addition to rights available at law or in equity, the non-defaulting party may (i) terminate the Agreement after 30 days prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds 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 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 and Owner 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 this Section 7 is an automatic default of the Agreement.

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



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: 

Printed Name: R. Adam Ray

Title: V.P./Direct Sales

Date: 8/27/14

Witness: 

Print: Diana Huaman

OWNER

Alabama Senior Living, Inc.

By: 


Printed Name: JOHN E HAGAN

Title: CEO

Date: 8-4-14

Witness: 

Print : John D. Butler


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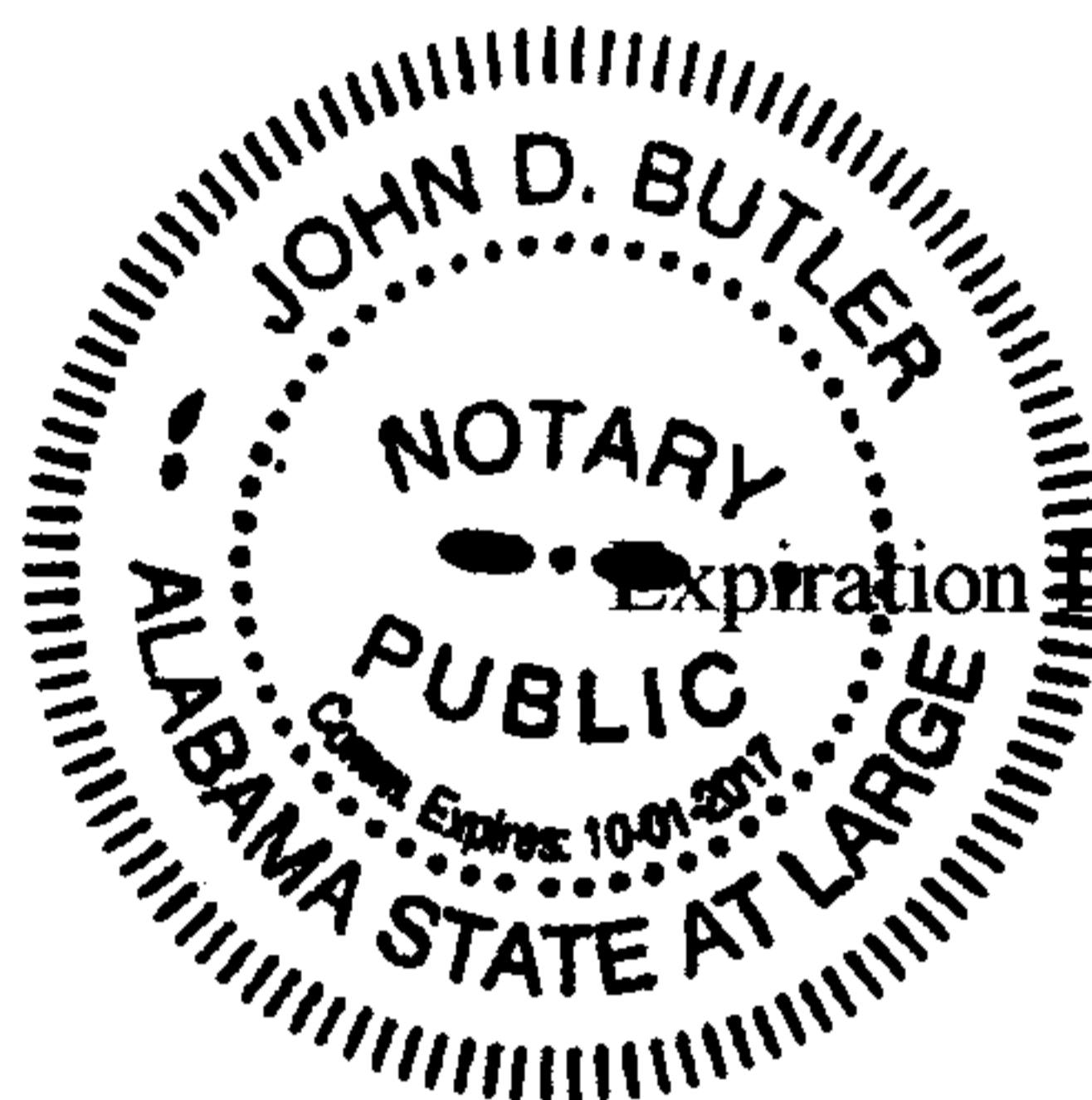
STATE OF AL)
COUNTY OF Shelby)



On 8/4/2014 before me, JOHN HAGAN, 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.

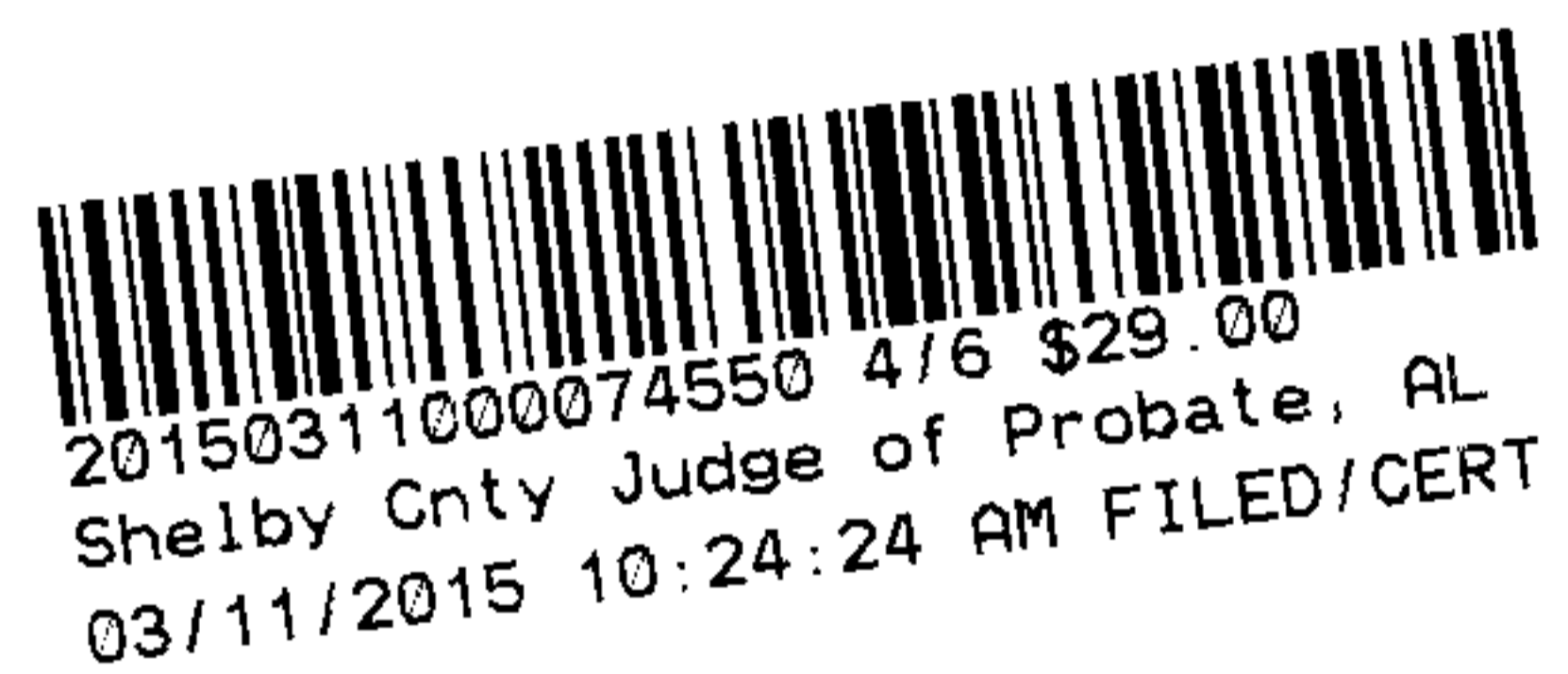
WITNESS my hand and official seal.

Signature 



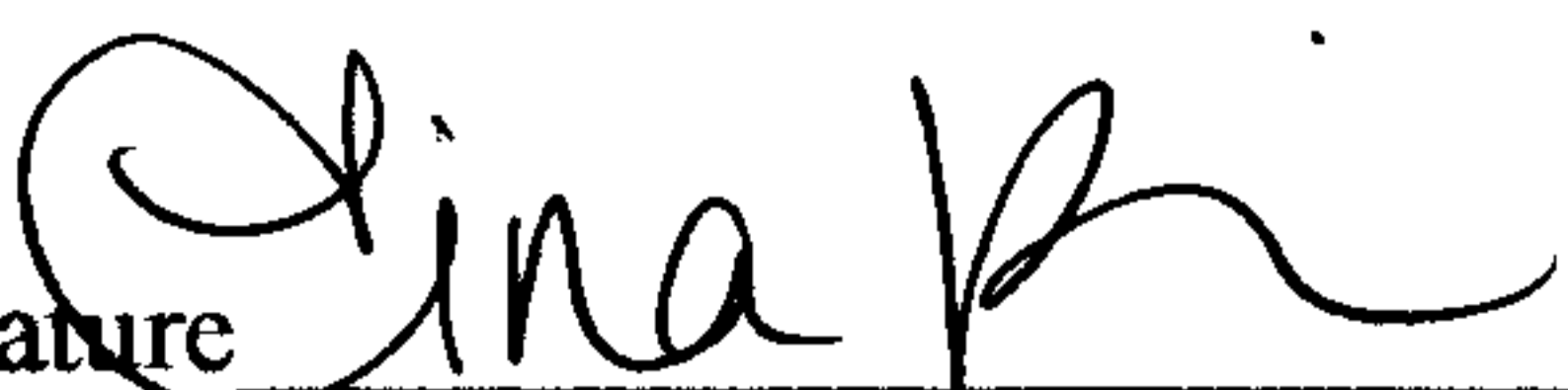
Expiration Date: 10-01-2017

STATE OF CT)
COUNTY OF Fairfield)



On 8/27/14 before me, Tina Kinsman 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 

TINA KINSMAN
NOTARY PUBLIC OF CONNECTICUT
Expiration Date: My Commission Expires 5/31/2019

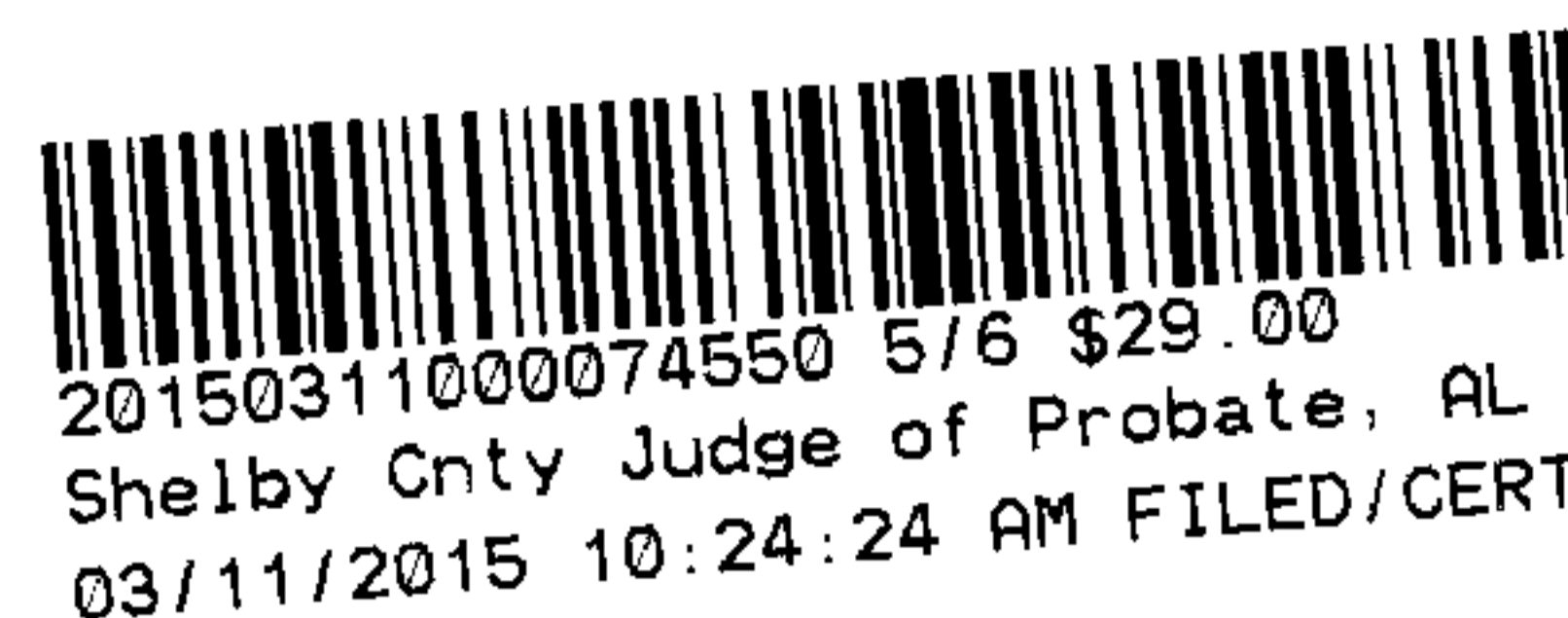
Legal & Vesting Report

For Property Located At



CoreLogic

RealQuest Professional

4804 HIGHWAY 25, MONTEVALLO, AL 35115-4281**LEGAL**In the County of **Shelby**, State of **Alabama**Assessed Owner: **KNOWLWOOD INC
CORPORATION**

Legal Description: **A PARCEL OF LAND LOCATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A SITUS ADDRESS OF 4804 HIGHWAY 25, MONTEVALLO, AL 35115-4281 CURRENTLY OWNED BY KNOWLWOOD INC HAVING A TAX ASSESSOR NUMBER OF 36-2-03-1-003-002-002 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS BEG SW COR SE1/4 NE1/4 N127.91E150 N480 TO S ROW HWY25 ELY150 S519.67 SW74.8 W260.67 TO POB AND DESCRIBED IN DOCUMENT NUMBER 264070 DATED 06/27/2013 AND RECORDED 06/27/2013.**

Legal Description (Short): **BEG SW COR SE1/4 NE1/4 N127.91E150 N480 TO S ROW HWY25 ELY150 S519.67 SW74.8 W260.67 TO POB**

Subdivision:
Legal Book/Page:
Assessor's Parcel #: **36-2-03-1-003-002-002**

Legal Block/Bldg:
Legal Lot/Unit:

PROPERTY ADDRESS

**4804 HIGHWAY 25
MONTEVALLO, AL 35115**

MAILING ADDRESS

**4804 HIGHWAY 25
MONTEVALLO AL 35115-4281 R009**

TAX INFORMATION

Tax Year: **2013**
Assessed Year: **2013**
Tax Rate Area: **7**
Delinquent Tax Year:
Exemption:

Property Tax: **\$7,128.78**
Total Value: **\$698,870**
Land Value: **\$149,850**
Improvement Value: **\$549,020**
% Improved: **79%**

TRANSACTION HISTORYHistory Record #: **1****Sale:**

Sale Recording Date: **06/27/2013**
Sale Date: **06/27/2013**
Rec. Document #: **264070**
Document Type: **QUIT CLAIM DEED**
Title Company: **ATTORNEY ONLY**
Buyer: **KNOWLWOOD INC**
Seller: **KNOWLWOOD ASSISTED LIVING INC**

Sale Price: **\$205,000**
Sale Price Type:
Multi/Split Sale:
Other Document #:

Finance:

Mtg Recording Date: **06/27/2013**
Mtg Document #: **264080**
Document Type: **MORTGAGE**
Lender: **CENTRAL ST BK**
Loan Amount: **\$200,000**
Borrower 1: **KNOWLWOOD INC**
Borrower 2:
Borrower 3:
Borrower 4:

Mtg Loan Type: **CONV**
Mtg Rate Type: **ADJ**
Mtg Term:
Mtg Rate:
Borrower Vesting: **// CO**

History Record #: **2****Sale:**Sale Recording Date: **03/12/2013**Sale Price: **\$600,000**

Sale Date:	03/12/2013	Sale Price Type:
Rec. Document #:	101770	Multi/Split Sale:
Document Type:	WARRANTY DEED	Other Document #:
Title Company:	ATTORNEY ONLY	
Buyer:	KNOWLWOOD ASSISTED LIVING INC	
Seller:	ALABAMA SENIOR LIVING INC	

History Record #: **3****Sale:**

Sale Recording Date:	09/19/2012	Sale Price:
Sale Date:	09/19/2012	Sale Price Type:
Rec. Document #:	357380	Multi/Split Sale:
Document Type:	WARRANTY DEED	Other Document #:
Title Company:	ATTORNEY ONLY	
Buyer:	ALABAMA SENIOR LIVING INC	
Seller:	KNOWLWOOD ASSISTED LIVING INC	

History Record #: **4****Sale:**

Sale Recording Date:	00/1997	Sale Price:
Sale Date:	02/28/1997	Sale Price Type:
Rec. Document #:	6750	Multi/Split Sale:
Document Type:	DEED (REG)	Other Document #:
Title Company:		
Buyer:	KNOWLWOOD INC	
Seller:	OWNER RECORD	

History Record #: **5****Sale:**

Sale Recording Date:	00/1996	Sale Price:
Sale Date:	03/15/1996	Sale Price Type:
Rec. Document #:	104470	Multi/Split Sale:
Document Type:	DEED (REG)	Other Document #:
Title Company:		
Buyer:	OWNER RECORD	
Seller:	OWNER RECORD	

History Record #: **6****Sale:**

Sale Recording Date:	00/1993	Sale Price:
Sale Date:		Sale Price Type:
Rec. Document #:	213240	Multi/Split Sale:
Document Type:	DEED (REG)	Other Document #:
Title Company:		
Buyer:	OWNER RECORD	
Seller:	OWNER RECORD	

