

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: Anaela Boyd

Address: 2100 Columbiana Rd
Vestavia Hills AL 35216



20150617000202950 1/7 \$32.00
Shelby Cnty Judge of Probate, AL
06/17/2015 10:56:56 AM FILED/CERT

Above for recorders use The 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 **The View, LLC** ("Owner") on this 21st day of April, 2015 ("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:	The View Apartments
Street Address:	505 3rd St. NE
City/State/Zip:	Alabaster, AL 35007
Number of units:	90
Notices:	
Owner:	
Name: The View, LLC	
Address: 505 3rd St. NE	
Alabaster, AL 35007	

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Telephone: 205-663-6650 Facsimile: Email: theviewllc@gmail.com	
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: <u>April 2/ , 2015</u>	Expiration Date: <u>April 2/ , 2020</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 (including without limitation any buildings constructed on the Premises hereafter). 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. The 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 non-exclusive right to use the Internal Wiring during the Agreement Term.

Without limiting Operator's non-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

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

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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.

Operator's rights to use the Internal Wiring in this Agreement are on a nonexclusive basis and as such, Operator shall have limited responsibilities for any and all repairs to the Internal Wiring. Repair and maintenance will be limited to the Equipment owned by Operator, and the Internal Wiring used to provide service to Operator's customers. Operator shall not be responsible for repairs and maintenance issues caused by, or related to, other service providers. Owner has an affirmative obligation to assure Operator has unrestricted access to the Internal Wiring at all times.

3. Marketing Privileges. Operator shall have the exclusive right to promote the Services on the Premises by means of distribution of advertising materials, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the residents of the Property and allowing, at Operator's request, the display of advertising materials in common areas of the Property). Operator will not conduct any door to door solicitation. Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and approved by Owner, such approval not to be unreasonably withheld or delayed, and Owner shall not permit the distribution or publication of marketing materials promoting alternative competitive services offered by other providers.

4. Assignment. This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be binding upon any managing agent or homeowners association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

5. Representations and Warranties. 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

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from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

6. Breach of Agreement. 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.

7. Indemnification. 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.

8. Limitation of Liability. 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.

9. Automatic Default. Owner agrees during the term of the Agreement not to provide bulk services on Premises from another provider. A violation of this Section 9 is an automatic default of the Agreement.

[Signature Page Follows]

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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: _____

5/1/15

OWNER:

The View, LLC

By: _____

(Signature)

Printed Name: Dixie Walker

Title: Member

Date: _____

04-21-2015



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STATE OF ALABAMA)

COUNTY OF SHELBY)

Use black ink

On April 21, 2015 before me, CHRISTINE L GIREDO, personally appeared Dixie Walker, 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: Christine L Giredo

My Commission Expires: 10-20-18

Printed: CHRISTINE L GIREDO

STATE OF Connecticut)

COUNTY OF Fairfield)

Use black ink

On 5/1/15 before me, TERHONNA NICOLE GRASTY, 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.

TERHONNA NICOLE GRASTY
NOTARY PUBLIC OF CONNECTICUT
ID # 168288
My Commission Expires 12/31/2019

Signature: Terhonna Nicole Grasty

My Commission Expires: 12/31/19

Printed: Terhonna Nicole Grasty



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EXHIBIT "A"
[legal description of Premises.]

Legal Description: COM NW COR SW1/4 SW1/4 S663.25 SE79.74 TO POB CONT SE120
NE126.8 SE112.13 NE6 64.49 NE385 NW120 SW184.2 NW129.2 SWLY1033.51 TO POB
County: SHELBY, AL APN: 13-7-36-3-001-052-000
Census Tract / Block: 303.19 / 1 Alternate APN:
Township-Range-Sect: 20-3W-36 Subdivision:
Legal Book/Page: Map Reference: /
Legal Lot: Tract #:
Legal Block: School District: 2
Market Area: School District Name: SHELBY COUNTY SCHOOL DISTRICT
Neighbor Code: AR8 Munic/Township: ALABASTER