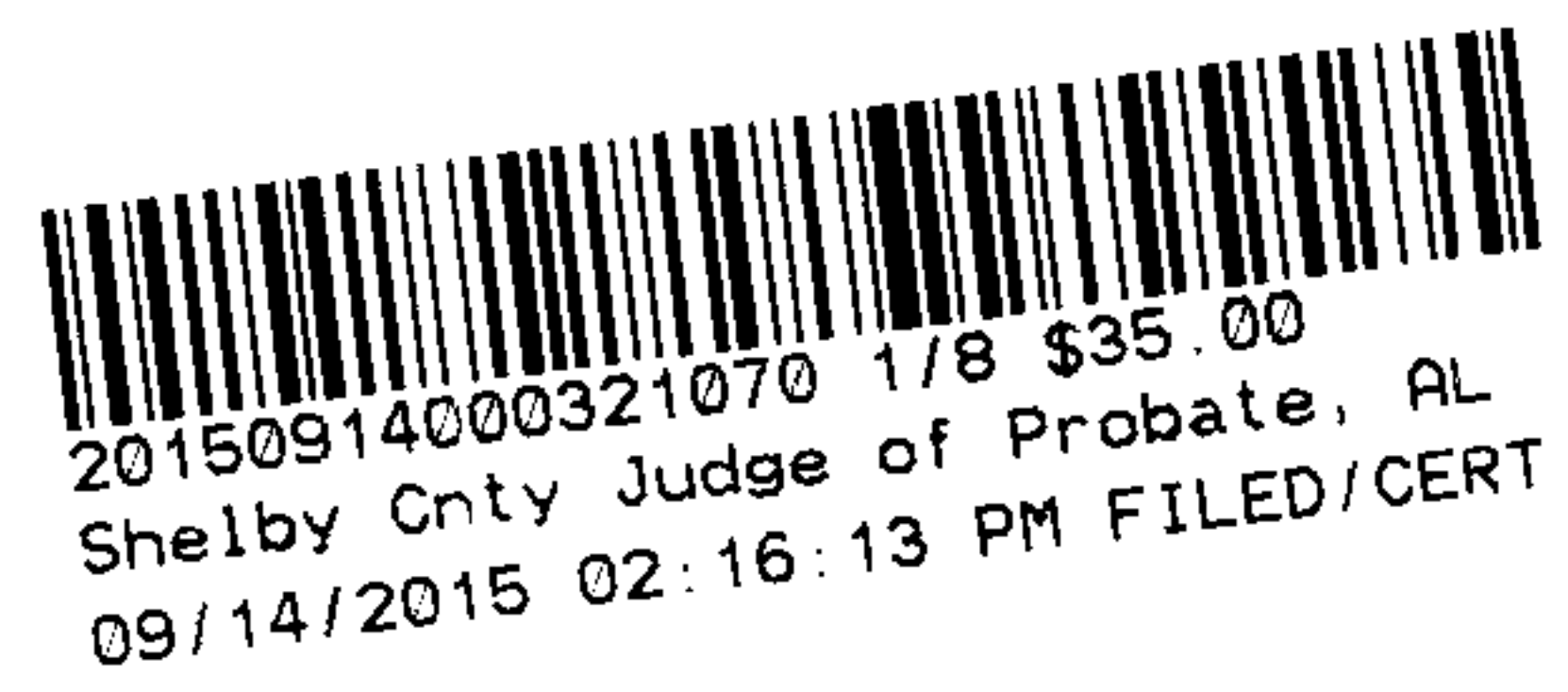


RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Charter Communications
Attn:Angela Boyd
Address: 2100 Columbiana Rd
Birmingham, AL 35216



Above for recorders use only

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 ***Southwood Village Investments, LLC*** ("Owner") is this 12 day March, 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:	Southwood Village MHP
Street Address:	328 Cox Lane
City/State/Zip:	Alabaster, AL 35007
Number of units:	97
Notices:	
Owner: Name:	Southwood Village Investments, LLC
Address:	328 Cox Lane Alabaster, AL 35007
Telephone:	205-663-4622
Facsimile:	NA
Email:	dalecox@bellsouth.net
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>March 12</u> , 2015	Expiration Date: <u>March 11</u> , 2022
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 (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, 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.

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 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 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.

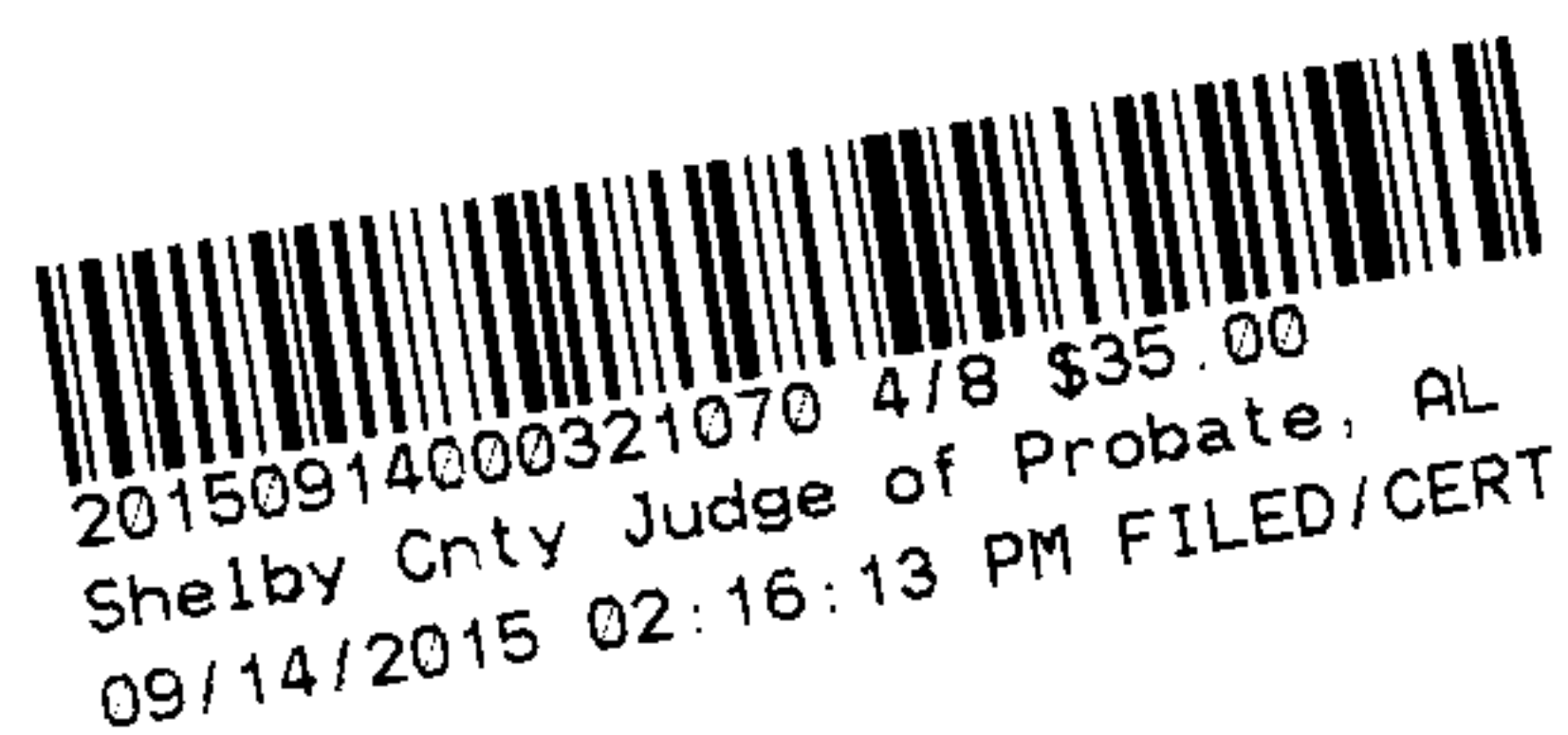

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7. Indemnification. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful 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]



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: 3/26/15

OWNER:


Southwood Village Investments, LLC

By: 
(Signature)

Printed Name: D. Dale Cox

Title: Member

Date: 3-12-15


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STATE OF Alabama)

COUNTY OF Shelby)

Use black ink

On March 12, 2015 before me, Alan Tanner, personally appeared N Dale Cox, 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: A-T-

My Commission Expires: 12-4-18

Printed: Alan Tanner

MY COMMISSION EXPIRES DECEMBER 4, 2018

STATE OF Alabama)

COUNTY OF Shelby)

Use black ink

On _____ before me, _____, 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.

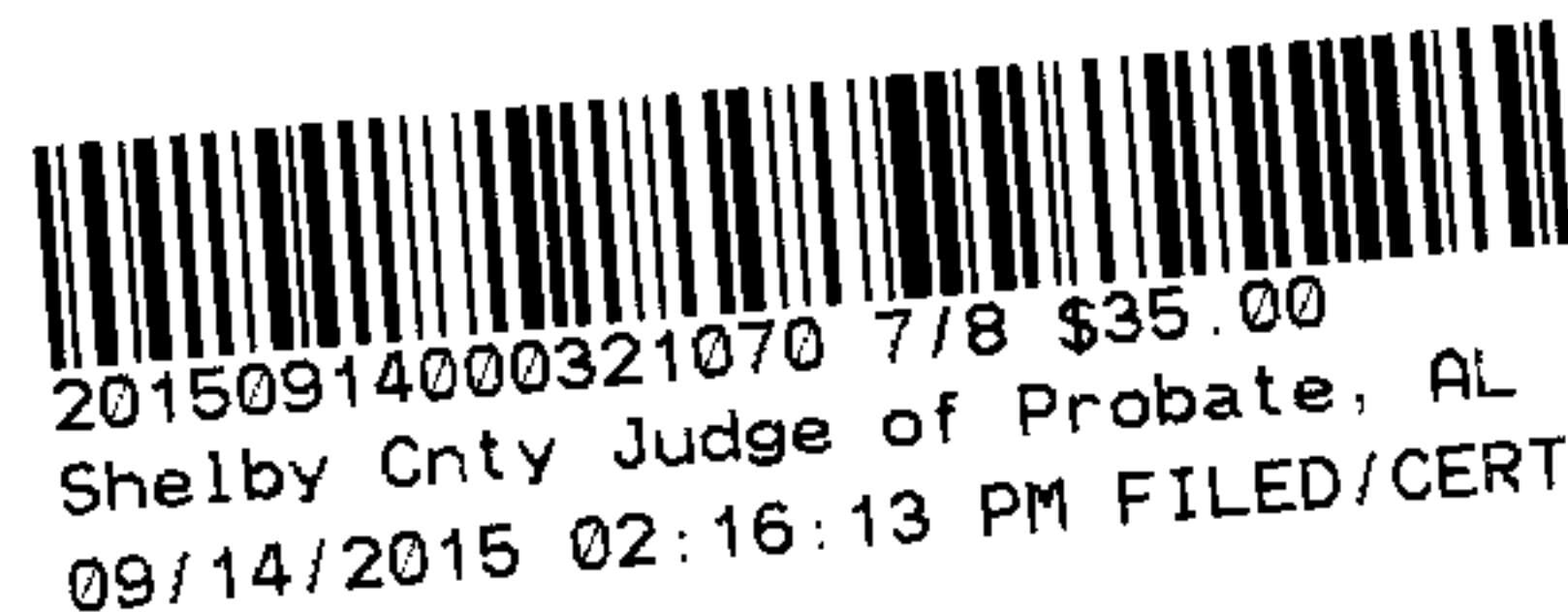
Signature: _____

My Commission Expires: _____

Printed: _____



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STATE OF _____)

COUNTY OF _____)

Use black ink

On _____ before me, _____, 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: _____ My Commission Expires: _____

Printed: _____

STATE OF Connecticut)

COUNTY OF Fairfield)

Use black ink

On March 26, 2015 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

EXHIBIT "A"

[Owner to insert legal description of Premises.]

Owner Name: SOUTHWOOD VILLAGE INVESTMENTSLLC

Mailing Address: 328 COX LN, ALABASTER AL 35007-5241 R005

Vesting Codes: // CO

Location Information

Legal Description: BEG SE COR SE1/4 NW1/4; N1318.69 W254.63 SW466.63 CONT
SWLY543.27 S836.33 E1 109.84 TO POB. ALSO: COM SE COR NW1/4 N1318.69 W184.66
TO POB; CONT W50 N676.25 SE56.69 S TO POB.

County: SHELBY, AL APN: 23-5-15-0-001-031-001

Census Tract / Block: 306.04 / 2 Alternate APN:

Township-Range-Sect: 21-3W-15 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: AS0 Munic/Township: COUNTY



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