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10/10/2017 08:10:01 AM
AGREEMNT 1/17

PREPARED BY
Charter Communications, LLC
Kenneth Alexander
3140 W Arrowood Rd
Charlotte, NC 28273

AFTER RECORDING, RETURN TO:
Charter Communications
3140 W. Arrowood Road
Attn: Kenneth Alexander
Charlotte, NC 28273

EASEMENT AND MEMORANDUM OF AGREEMENT

[See Attached]

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT**Owner Prewire (Double Exclusive)**

This Nonexclusive Installation and Service Agreement (“Agreement”) is dated this 1st day of September, 2017 (“Effective Date”).

1. BASIC INFORMATION:

OWNER: <i>Wellington Manor 2012, LLC</i>	OPERATOR: <i>Marcus Cable of Alabama, LLC</i>
Office: Street Address: 29 Olmstead Street City/State/Zip: Birmingham, AL 35242 Telephone Number: (205) 705-1361 Facsimile Number: _____	Corporate Office: 12405 Powerscourt Drive St. Louis, MO 63131 Attention: Legal Department – Operations Additional Legal Notice Address: 6399 South Fiddler’s Green Circle, Sixth Floor Greenwood Village, CO 80111 Telephone Number: 774.243.9742 <u>Attention: Legal Department - MDU</u>
Premises (or Property): Premises Name: <u>Wellington Manor</u> Street Address: <u>1500 Windsor Court</u> City/State/Zip: <u>Alabaster, AL 35007</u> Telephone Number: <u>(205) 621-0811</u> Property Type: <u>Apartments</u> Number of units: <u>312</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 ninety (90) days unless either party provides written notice of termination not less than 90 days prior to the end of the Agreement Term then in effect.	
Start Date: <u>September 1, 2017</u>	Expiration Date: <u>February 29, 2024</u>
Services: Services shall mean all lawful communications services that Operator may provide including, without limitation, all multi-channel video and audio programming services (specifically, “Video Service”), Internet access services, and/or voice services.	
Equipment: All above-ground and underground coaxial cables, fiber optic lines, Prewire, conduit, amplifiers, customer premises equipment such as converters/receivers/set top boxes and modems (“CPE”) and/or any and all other equipment or facilities necessary for, installed, and/or used by Operator (as originally installed in the Premises and as otherwise modified by Operator thereafter) to provide the Services pursuant to the provisions of this Agreement. The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit.	
Prewire (subset of Equipment): All cable wiring provided and installed by Owner within the interior of any building on the Premises (including “cable home wiring” and “home run wiring” as such terms are defined at 47 CFR §§ 76.5(l) and 76.800(d) but excluding, without limitation, CPE, electronics, active components, and exterior Equipment) enabling Operator to provide Services to each occupant and common area thereof, up to the point on the exterior of such building(s) at which	

Operator may connect its distribution facilities to such wiring.

Service Area: The territory in which the Premises are located for which Operator holds a franchise or other legal authority to provide Video Service and/or the Services to subscribers as of the Start Date and thereafter during the Agreement Term.

2. **GRANT.** For and in consideration of the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner hereby grants Operator the (i) right to install, route, operate, improve, remove, service, repair and/or maintain the Equipment within the Premises, (ii) the exclusive right to use the Prewire, and (iii) the nonexclusive right to provide the Services within the Premises (including without limitation any buildings or units constructed on or added to the Premises) subject to the provisions of Section 4 herein. Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section above. The agreements of the Owner and Operator are set forth herein.

3. **SERVICES.** Operator shall have the nonexclusive right to offer (and to contract with) and the exclusive right to market directly to (and contract with) residents of the Premises ("Residents" or "Resident") who meet Operator's standard customer qualification standards, those Services that it may provide to the Premises. Operator reserves the right to adopt and implement new, improved, additional, modified or enhanced technology, features, CPE, services or capabilities at any time during the term of this Agreement. Operator will arrange for installations with and bill the Residents directly for Services provided to them. The rates Operator charges the Residents will be consistent with the residential rates Operator generally charges in the Service Area, as the same may change from time to time. Owner acknowledges that the Operator reserves the right to make changes to the programming comprising the Video Services available to the Premises as Operator may deem necessary or desirable in its sole discretion. The signal quality of the Video Services will meet or exceed any applicable standards prescribed by the Federal Communications Commission (the "FCC"). Operator shall have the sole discretion in the selection of programming that comprises the Video Service offered to residents located in the Service Area (including Residents of the Premises) in accordance with applicable law.

4. **ACCESS.** With respect to the Services, Owner hereby grants and conveys to Operator, subject to reasonable rules and security regulations in effect at the Premises from time to time as conveyed to Operator in writing prior to execution of this Agreement, the right of access to, across, under and over the Premises as necessary or desirable to route, install, maintain, improve, service and/or operate the Equipment and any of Owner's facilities and equipment used in connection with the provision and marketing of Services. The scope of the foregoing, access rights of access to the Premises granted to Operator shall be limited to those areas of the Premises occupied by the Equipment as installed, and to certain common areas on the Premises that are reasonably necessary for the marketing of the Services by Operator in accordance with Section 17 of this Agreement, as well as space required for access to service the residents under this Agreement as determined by Operator under this Agreement. In addition to the other rights granted by Owner hereunder but without creating any additional termination rights, Owner hereby grants and conveys to Operator the right to enter the Premises upon termination of this Agreement in order to remove the Equipment from the Premises in accordance with and subject to the conditions and limitations set forth in Section 6. All of Operator's repair technicians and marketing representatives must check in with Owner's on-site manager prior to performing any marketing or repair activities on the Premises except that Operator's repair technicians are not required to check in for repair activities outside the normal business hours of the on-site

manager for the Premises. Operator's agents and employees who enter the Premises must carry visible picture identification and any additional identification necessary to show that they are employees or agents of Operator. Operator's inability to access the Premises shall not result in Operator being held responsible for any resulting problems with installation and repair for Services throughout the Premises.

Owner agrees that Operator may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, the "Agents") and that access to the Premises granted by Owner pursuant to this Section will extend to such Agents.. Operator's use and occupancy of the Premises pursuant to this Agreement shall not knowingly interfere with the quiet use and enjoyment of the Premises by the Residents and the Owner.

For and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, Owner represents that it has not granted and agrees that it will not (i) grant any other easements or rights that will physically interfere with the Operator's delivery of the Services, including signal interference and/or the operation of the Equipment on and within the Premises or (ii) use or enable any other person/third party to use any portion of the Equipment (including the Prewire) to provide services to the Residents. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity is not intended to limit the rights of the Residents to obtain services to the extent that they elect to do so (a) from a competing multi-channel video provider transmitting its signals directly to the Residents *via* microwave or satellite as set forth in the FCC's OTARD rule, 47 C.F.R. § 1.4000; (b) from any competing provider that has or is granted access to the Premises to provide services in competition with Operator's Services without the use of the Prewire (subject to Section 17 "Marketing Privileges"); or (c) to the extent that such Resident has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property and/or leasehold interest (provided that Owner shall in no event participate in or encourage the installation, provisioning, hook-up, or marketing of such competing services). For purposes of clarification, nothing in this Agreement shall be deemed to prevent Owner from granting another provider the right of access to the Premises to provide its services to Residents as long as such grant does not interfere with Operator's delivery of Services on the Premises and does not breach Operator's rights granted pursuant to this Agreement.

5. EASEMENT. Simultaneously with the execution of this Agreement Owner will sign before a notary an easement in the form of Exhibit A attached hereto and incorporated herein by reference. Owner agrees that the easement may be recorded at any time at Operator's sole expense.

6. EQUIPMENT. In consideration and as a condition of any obligation of Operator to perform under this Agreement, Owner shall first complete installation of the Prewire within the Premises at Owner's cost in accordance with specifications provided by Operator. Except for i) the purchase and installation of the Prewire and ii) the opening and closing of all trenches wide enough and deep enough to accommodate Operator's facilities, which must be completed by Owner in advance at its own cost, Operator will, at Operator's sole cost, install, route, maintain, improve, repair, service, remove from, and/or operate any Equipment it is using on the Premises in accordance with applicable law, Any Equipment that is installed by Operator or Operator's predecessor(s)-in-interest (and for purposes of clarification, excluding the Prewire), shall always be owned by and constitute the personal property of the Operator and shall not become a fixture of the Premises. Owner hereby agrees that Operator shall have and maintain exclusive use of all Equipment during the Term hereof and any renewal term or period thereafter, and Owner (i) shall not grant any other provider of Services or like services, rights of

access to or use of such Equipment, (ii) shall not enter into any agreement with any other provider for the procurement of Services or like services in bulk for distribution to Residents, (iii) shall prohibit such other providers from accessing or using the same, and (iv) shall prohibit such other providers from interfering with Operator's rights to use the Prewire in accordance herewith. Except for the Prewire owned by the Owner, neither Owner nor any Resident shall have any right, title or interest in the Equipment. Within ninety (90) days after the expiration or earlier termination of this Agreement (but without creating any additional termination rights hereunder), Operator shall be entitled to either remove the Equipment (in its entirety or in part excluding any Prewire or other Equipment not owned by Operator) or to leave the Equipment in place (in its entirety or in part). Any Equipment left in place beyond the expiration of aforementioned ninety (90)-day period shall be considered abandoned, and title thereto shall revert to the Owner, free and clear of all liens and encumbrances. In the event that Operator removes all or any part of the Equipment, Operator, at its sole expense, shall restore the Premises to as near as is reasonably possible to its condition prior to the removal, normal wear and tear excepted.

Except as otherwise provided in this Agreement, neither party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or other materials owned by the other party, provided, however, that (a) Operator, at Operator's expense, will maintain the Prewire in substantial compliance with applicable laws and industry standards (except to the extent such maintenance work is required due to damage caused by another provider of communications services at the Premises, or the negligence or intentional misconduct of the Owner or any of its agents, in which case, upon receipt of Operator's invoice, the Owner will promptly reimburse Operator for all reasonable costs and expenses associated with such maintenance or repair work), and (b) subject to the terms set forth in Section 13, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct. Without limiting the foregoing, neither party will be liable for loss of or damage to the property of the other which occurred as a result of the occurrence of any Force Majeure Event, natural disaster or other casualty loss over which such other party has no control. Owner shall use commercially reasonable efforts to:

- i Safeguard the Equipment against others;
- ii Not add other equipment nor move, modify, disturb, alter, remove, interfere with, deny access to Operator or its Agents nor otherwise tamper with any portion of the Equipment (excluding the Prewire);
- iii Not hire nor permit anyone other than personnel authorized by Operator acting in their official capacity to perform any work on the Equipment (excluding the Prewire); and
- iv Not move nor relocate Equipment (excluding the Prewire) to another location or use it at an address other than the Premises without the prior written consent of Operator.

Owner is prohibited from making or enabling any unauthorized connection to (*i.e.* without Operator's written authorization) or other tampering with the Services or Equipment (excluding the Prewire), any of which shall be cause for (a) immediate disconnection/suspension of Services, (b) termination of this Agreement and/or (c) legal action in Operator's sole discretion, and Operator shall be entitled to recover from Owner any resulting damages, including, but not limited to, the value of any Services and/or Equipment obtained in violation of this provision in addition to reasonable collection costs including, but not limited to, reasonable attorneys' fees and court costs.

Without limiting Operator's exclusive use of the Equipment and the Prewire, should (A) an antenna, or signal amplification system for use in connection with communication equipment (now installed or hereafter installed on the Premises); (B) any Owner modification, move, disturbance, relocation of, and/or work on the Prewire; or (C) any use of the Prewire by another provider of Services granted access to the Premises to provide its services interfere with the Services provided by Operator hereunder, Owner acknowledges and agrees that Owner will use its best efforts to completely and permanently eliminate such interference promptly upon knowledge thereof or notice from Operator. Operator shall not be obligated to distribute a quality signal to the Premises better than the highest quality which can be furnished as a result of such interference, until such time as the interference is eliminated or corrected by Owner or a third party.

Operator agrees to repair and maintain any of the Prewire that Owner is granting it use that Operator uses to deliver Services under this Agreement. Any damages caused by Operator in the installation, repair and maintenance of these Services will be promptly repaired by Operator to the satisfaction of Owner. Owner agrees that violation of this Section 6 will result in irreparable damage to Operator and that in the event of such violation, Operator shall have a right to injunctive or other appropriate equitable relief, in addition to any remedies available to Operator at law (including without limitation those available for breach of this contract by Owner).

7. INSTALLATION REVIEW; SUBSEQUENT INSPECTION. If applicable, Operator may perform an installation review of the Premises prior to installation of the Equipment or activation of the Services. Owner may be required to provide Operator with accurate site and/or physical network diagrams or maps of the Premises prior to the installation review. Operator may directly or through its agents inspect the Premises before beginning installation, and shall satisfy itself that safe installation and proper operation of the Equipment and the Services are possible in such location. If Operator, in its sole discretion, determines that safe installation and/or activation of one or more of the Services will cause material harm to Operator's personnel or the Equipment and/or cause technical difficulties to Operator or its customers, Operator may terminate this Agreement effective upon prior written notice to Owner or may require the Owner to correct the situation before proceeding with installation or activation of the Services.

In the event (i) proper operation of the Equipment and/or unhindered provision of the Operator's Services is no longer possible as a result of interference or obstruction caused by the acts or omissions of Owner, a third party or any Force Majeure Event, or (ii) such interference/obstruction or the cause thereof will cause material harm to Operator's personnel or the Equipment and/or cause technical difficulties to Operator or its customers, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

8. AUTOMATIC DEFAULT. Owner agrees during the term of the Agreement not to authorize, allow or provide bulk Video or high-speed Internet access or voice services on Premises from another provider. A violation of this Section is an automatic default of the Agreement.

9. OWNER'S AGREEMENTS. Owner shall provide without charge to Operator adequate space and services for placement of the Equipment (in locations mutually acceptable to the parties), right of access to the Equipment, and such additional rights of access, space and services as are necessary for Operator to provide the Services and to carry out the terms of this Agreement. Operator will have the right to make use of all existing poles, conduits, wiring and other facilities and equipment on the Premises that Owner owns or controls. At Operator's request, Owner, or a representative designated

by Owner, will accompany Operator's employees or agents into any unoccupied residential unit for the purpose of installing Services and/or removing the Equipment.

10. OWNER'S REPRESENTATIONS. Owner represents and warrants to Operator that Owner is the legal owner of and the holder of fee title to or the owner of the controlling interest in the Premises; that no other person has or will be granted any rights in the Premises that conflict with Operator's rights under this Agreement, that there is no litigation pending or threatened pertaining to whether Owner has the right and/or authority to execute or enter into this Agreement or any like instrument, that Owner has the authority to execute, deliver and carry out the terms of this Agreement and that no additional consent, filing, notification, or approval (including approval of unit owners) is required in connection with the grant of rights set forth in this Agreement. The person signing this Agreement on behalf of Owner represents and warrants that he/she is Owner's authorized agent and has full authority to bind Owner to the terms and conditions of this Agreement.

11. OPERATOR'S REPRESENTATIONS. Operator shall maintain and service its Equipment and provide Services to the Residents as set forth herein. Operator represents and warrants that the Operator and its affiliates have all the necessary approvals, consents and governmental authorizations, licenses and permits to provide the Services and shall comply with all federal, state and municipal laws, orders rules and regulations applicable to the Equipment and the provision of Services. Operator will repair at its expense any damage to the Premises to the extent caused by the negligence or willful misconduct of Operator, its employees or Agents, normal wear and tear excepted.

12. MANAGING AGENT OR HOMEOWNERS/CONDOMINIUM ASSOCIATION. If this Agreement is executed by a managing agent, homeowner's association, or other entity other than the Owner, such entity hereby represents and warrants that it has the full authority to execute this Agreement on behalf of the underlying owner of the Premises.

13. INDEMNITIES. Each party shall indemnify, defend and hold harmless the other (and its employees, representatives and agents) against all liabilities, claims, losses, costs, damages and expenses resulting from its breach of any provision of this Agreement and from any injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property or the environment, but only to the extent that such liability, loss, damage or expense arises from any negligent act or omission, willful misconduct, breach of any representation or warranty made hereunder 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.

14. UNAUTHORIZED USE. In the event that Owner becomes aware of any unauthorized receipt of the Services on the Premises or any tampering with the Equipment (or any part thereof) by any individual or entity other than Operator, Owner shall promptly notify Operator and shall cooperate with Operator to promptly end such unauthorized receipt or tampering.

In the event that Operator becomes aware of any unauthorized receipt of the Services on the Premises or any tampering with the Equipment (or any part thereof) by any individual or entity other than Owner, Operator shall promptly notify Owner and shall cooperate with Owner to promptly end such unauthorized receipt or tampering.

15. 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 homeowner's 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 shall not be valid hereunder nor release the assigning party from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and assigning party provides the other party to the Agreement with a copy of such written assumption by the transferee.

16. NOTICES. Any notice to be given under this Agreement shall be in writing sent by nationally recognized overnight courier service or postage prepaid by U.S. certified mail, return receipt requested, to each address for the affected party as set forth in the "Basic Information" Section above or to such other addresses as the parties may designate in writing by notice sent in accordance with this Section. Delivery of any notice shall be effective five (5) days after mailing *via* U.S. certified mail or on the date delivered or the date on which delivery is refused, declined, or attempted, if sent by overnight courier service. Neither party may change its address for purposes of receiving notice under this Agreement except by providing notice in accordance with this Section.

17. MARKETING PRIVILEGES. Operator shall have the exclusive right to market and to promote the Services via digital means and portals, on the Premises by means of distribution of printed and digital advertising materials and Service information, Operator provided information on Services in welcome and information packages for Residents and prospective Residents, contacts, demonstrations of services, and direct sales presentations, provided that the time, place, and content of all events hosted by Operator and other promotional activities are subject to reasonable prior approval by Owner's on-site property manager. Operator may not conduct door-to-door marketing activities without Owner's prior consent. 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, and allowing, at Operator's request, the display of advertising materials in designated common areas of the Property and on-site promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with applicable municipal ordinance the prior reasonable approval of Owner's on-site manager. 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 Owner shall not permit the distribution or publication of marketing materials or other promotional activities promoting alternative competitive services offered by other providers. If Operator installs WiFi access points at the Premises, Operator may promote the Premises as a WiFi access point in all forms of media, and shall have exclusive right to market the provision of WiFi at the Premises.

18. TERMINATION. Neither party may terminate this Agreement prior to the expiration of the then-current term except as otherwise stated herein. If either party fails to comply with the terms of this Agreement and such non-compliance is material, such non-compliance shall constitute a default by such party hereunder. In the event of a default by a party hereunder, the non-defaulting party may (i) terminate the Agreement on thirty (30) days prior written notice, unless the other party cures or commences to cure such breach during such thirty (30) day period and diligently proceeds with such cure (exercising commercially reasonable efforts), provided that in no event will the defaulting party have more than 45 days from receipt of written notice to cure such breach; and/or (ii) bring an action against the defaulting party for damages or any other available legal or equitable remedies. Both

parties acknowledge that damages resulting from any material breach by the other party of any of its obligations under this Agreement may be difficult to determine in any action at law and that any such default under this Agreement by a party shall cause the other irreparable injury and damage; and therefore, each party expressly agrees that in the event of a default under this Agreement, the non-defaulting party shall be entitled to injunctive and other equitable relief against the defaulting party, including without limitation, specific performance. If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of prosecuting or defending against such action, including reasonable attorneys' fees and court costs. The rights and remedies herein shall be cumulative, and the exercise of one shall not preclude or act as a waiver of any other right or remedy. Resort to equitable relief shall not be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise. In the event of a termination by Operator because of an uncured breach by Owner in accordance with this provision, such termination shall not constitute a termination of the Operator's rights to have access to the Premises for the purposes of providing Services to the Residents thereof.

19. WARRANTIES; LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Notwithstanding anything to the contrary stated hereunder, neither party will be liable for any indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

20. FORCE MAJEURE. 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 (a "Force Majeure Event"), including (but not limited to) the following to the extent they are beyond the control of the applicable party: acts of God, weather, acts of public authority, war, riot, strike, work stoppages or failure or delays of utilities, suppliers or carriers, but in any event such nonperformance will be excused only for so long as such condition exists.

21. MISCELLANEOUS PROVISIONS. This Agreement supersedes any prior agreement between the parties with respect to the specific subject matter of this Agreement as applies to the Premises, and may not be amended except by a written agreement signed by the parties.

22. MANDATORY ACCESS LAWS. Notwithstanding anything to the contrary in this Agreement, if applicable laws require Owner to provide Operator with access to the Premises for the provision of any Service, then Operator shall continue to be permitted to access and use all Equipment to provide its Services to the Premises. Nothing in this Agreement shall operate as, or be construed to be, a waiver of any rights that Operator or Owner may have under such access laws, and all such rights are hereby reserved by Operator and Owner, respectively.

23. JURISDICTION. This Agreement shall be governed by federal law and the laws of the state in which the Premises are located (excluding said state's choice of law provisions).

24. SEVERABILITY. If any one or more of the provisions (or any portion thereof) of this Agreement are found to be invalid, illegal or unenforceable in any respect, such invalid provision (or

portion thereof) shall be severed from this Agreement to the limited extent of such invalidity/unenforceability, and the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.

25. EFFECTIVENESS. This Agreement shall not be considered an offer and shall not be binding upon Operator until it is duly signed by both parties where indicated below.

26. ADDENDA AND EXHIBITS. This Agreement shall consist of this document and any schedules and exhibits or addenda (upon execution thereof by the parties), all of which are incorporated herein and made a part hereof.

27. GOVERNANCE. Subject to Section 24 hereof, each provision of this Agreement shall be given full force and effect.

28. NO THIRD PARTY BENEFICIARIES. The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

29. WAIVER. Any waiver by any party of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of the other party or parties. No course of dealing or performance between the parties, nor any delay in exercising any rights or remedies or otherwise, shall operate as a waiver of any of the rights or remedies of any party.

30. REIMBURSEMENT OF CAPITAL. In the event that the Operator is prohibited from or is unable to (a) install its Equipment at or connecting to the Premises and/or (b) connect with or use the Prewire and/or (c) provide its Services to the Premises for any lawful reason, including breach of the Agreement by Owner, Operator may terminate this Agreement and, in such event, the Owner will reimburse the Operator, as Owner's sole liability hereunder, for the installation costs (including labor) incurred by Operator up to the date that Operator's installation of Equipment or Service deployment was halted; provided however that the Operator's maximum reimbursement under this paragraph is prorated over the term of the Agreement and capped at \$25,685.00. Owner shall make such reimbursement payment to Operator within sixty (60) days following Owner's receipt of Operator's invoice. Upon request, Operator shall provide reasonable supporting documentation for the costs that are being reimbursed.

31. Operator will not knowingly cause, suffer or knowingly permit any lien or claim of lien to attach to or encumber any portion of the Premises in connection with the installation, operation, maintenance, upgrade or repair of the System, or with any activity of the Operator at the Premises. If any lien is filed against the Premises by anyone claiming through Operator, Operator will cause such lien to be removed or bonded around to Owner's reasonable satisfaction within 30 days after written demand by Owner.

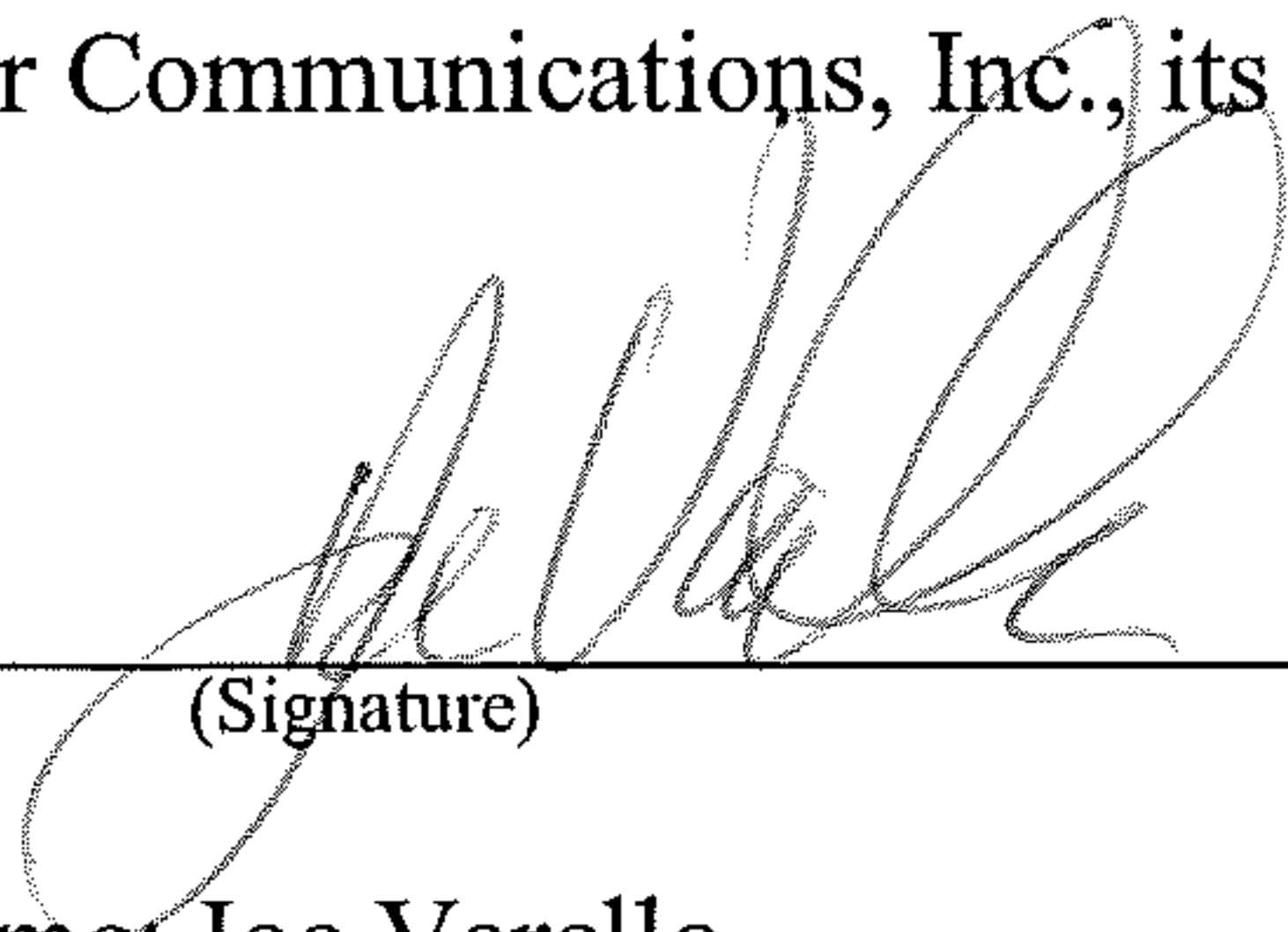
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IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

OPERATOR:

Marcus Cable of Alabama, LLC
By: Charter Communications, Inc., its
Manager

By:  _____
(Signature)

Printed Name: Joe Varello


Title: Vice President, Sales

Spectrum Community Solutions

Date: 9/11/17

OWNER:

Wellington Manor 2012, LLC

By:  _____
(Signature)

Printed Name: John Majia

Title: Managing Partner

Date: 8/23/17

Email: _____

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EXHIBIT “A”

**GRANT OF EASEMENT
(attached)**

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GRANT OF EASEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Charter Communications Attn: <u>Spectrum Community Solutions-OS</u> Address: <u>3140 W. Arrowood Road</u> <u>Charlotte, NC 28273</u>

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Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of September 1, 2017, by and between Wellington Manor 2012, LLC ("Owner") and Marcus Cable of Alabama, LLC ("Operator"). The parties agree as follows:

1. **PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of 1500 Windsor Court, Alabaster, AL 35007 with a legal description as set forth on Attachment 1 to this Exhibit.
2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator an irrevocable during the Term a nonexclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary or desirable, for the routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used in the provision of multi-channel video television programming and other communication services that Operator may lawfully provide to the Premises, and of the marketing and provision of such services. Such easement shall be for the additional use and benefit of Operator's designees, agents, successors and assigns.
3. **BINDING EFFECT.** The benefits and burdens of this GRANT OF EASEMENT shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.
4. **SUPPLEMENT.** This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of September 1, 2017 ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewal. This Grant of Easement shall not survive termination of the Agreement.

OPERATOR:

Marcus Cable of Alabama, LLC

By: Charter Communications, Inc., its
Manager

By: _____

(Signature)

Printed Name: Joe VarelloTitle: Vice President, SalesSpectrum Community Solutions

Date: _____

9/11/17**OWNER:**

Wellington Manor 2012, LLC

By: _____

(Signature)

Printed Name: John MajiaTitle: Managing Partner

Date: _____

8/23/17**20171010000367090 10/10/2017 08:10:01 AM AGREEMNT 15/17**

Attachment 1 to Grant of Easement
[Owner to insert legal description of Premises]

Shelby County, Alabama:

PARCEL #: 13 7 25 4 000 011.000
OWNER: WELLINGTON MANOR 2012 LLC
ADDRESS: PO BOX 450233 ATLANTA GA 31145

LEGAL DESCRIPTION

SUB DIVISION1: MAP BOOK: 00 PAGE: 000
SUB DIVISION2: MAP BOOK: 00 PAGE: 000
PRIMARY BLOCK: 000 SECONDARY BLOCK: 000
PRIMARY LOT: SECONDARY LOT:

METES AND BOUNDS: COM NW COR SW1/4 SE1/4 SEC 25 E1120.6 SW730.55 W364.66 S314.84 TO POB CONT S88.41 CUR SWLY217.53 SW90.09 TO S SEC LN E450(S) N133(S) NW519.56 TO POB

PARCEL #: 13 7 25 4 000 011.003
OWNER: WELLINGTON MANOR 2012 LLC
ADDRESS: PO BOX 450233 ATLANTA GA 31145

LEGAL DESCRIPTION

SUB DIVISION1: MAP BOOK: 00 PAGE: 000
SUB DIVISION2: MAP BOOK: 00 PAGE: 000
PRIMARY BLOCK: SECONDARY BLOCK:
PRIMARY LOT: SECONDARY LOT:

METES AND BOUNDS: COM NW COR SW1/4 SE1/4 E1222.6 TO POB; CONT E388.32 TO W ROW HWY #65 S ALG ROW 532.48 SE174.9 S173.51 SW512.24 W337.26 NW519.56 N314.35 E364.66 NE731.84 TO POB.

PARCEL #: 13 7 36 1 001 003.001
OWNER: WELLINGTON MANOR 2012 LLC
ADDRESS: PO BOX 450233 ATLANTA GA 31145

LEGAL DESCRIPTION

SUB DIVISION1: MAP BOOK: 00 PAGE: 000
SUB DIVISION2: MAP BOOK: 00 PAGE: 000
PRIMARY BLOCK: SECONDARY BLOCK:
PRIMARY LOT: SECONDARY LOT:

METES AND BOUNDS: COM INT N LN SEC 36 & N ROW CO RD #68 SELY680(S) ALG ROW TO POB ELY75 N382.51 WLY75.01 S382.82 TO POB

PARCEL #: 13 7 36 1 001 003.002
OWNER: WELLINGTON MANOR 2012 LLC
ADDRESS: PO BOX 450233 ATLANTA GA 31145

LEGAL DESCRIPTION

SUB DIVISION1: MAP BOOK: 00 PAGE: 000
SUB DIVISION2: MAP BOOK: 00 PAGE: 000
PRIMARY BLOCK: SECONDARY BLOCK:
PRIMARY LOT: SECONDARY LOT:

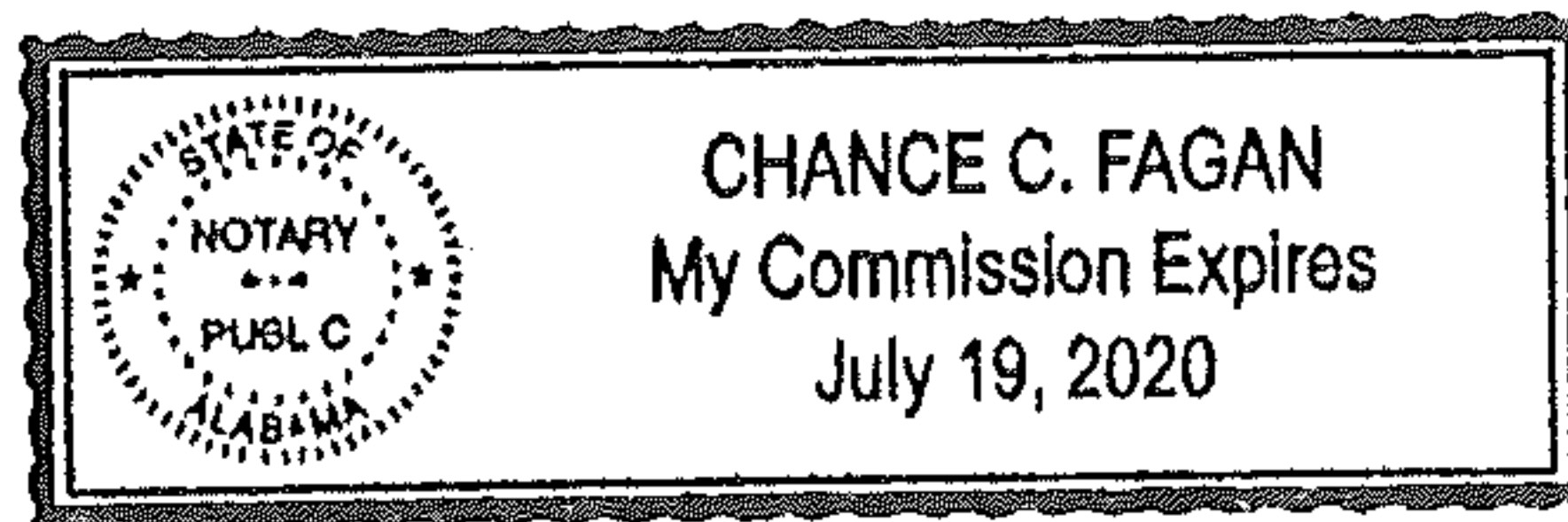
METES AND BOUNDS: COM INT NE ROW CO RD 68 & N LN SEC 36 SE ALG ROW 25 TO POB CONT SE646.57 NLY233(S) TO N SEC LN W450(WS) SW11.45 TO POB

STATE OF Alabama)
COUNTY OF Shelby)

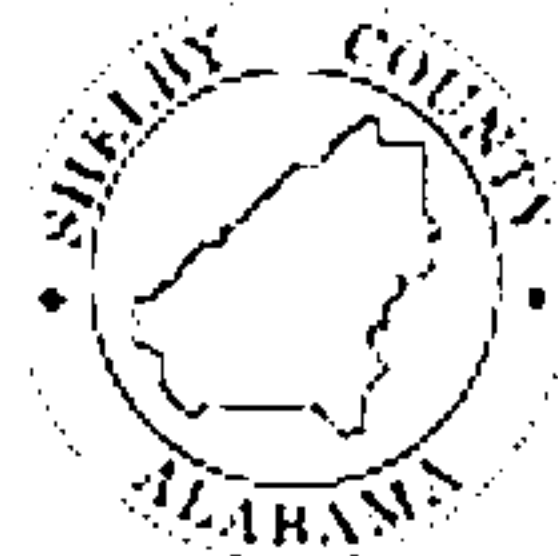
On 23 August before me, Chance C. Fagan, personally appeared
personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), 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 Chance C. Fagan



STATE OF Conn)
COUNTY OF Fairfield)



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/10/2017 08:10:01 AM
\$63.00 CHERRY
20171010000367090

James W. Fuhrmeister

On 9/11/17 before me, Joe Varello, 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 Michelle Elliott

MICHELLE ELLIOTT
NOTARY PUBLIC OF CONNECTICUT
ID # 165391
My Commission Expires 10/18/2018