

MEMORANDUM OF AGREEMENT

DOCUMENT PREPARED BY:

Charter Communications
7820 Crescent Executive Dr
Floor 2
Charlotte NC 28217



Gena Bruno

AFTER RECORDING, RETURN TO:

Charter Communications
Attn: Spectrum Community Solutions
C/o Gena Bruno
7820 Crescent Executive Dr
Floor 2
Charlotte NC 28217

Excise Tax = \$0.00

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: SCS Operations

Address: 7820 Crescent Executive Dr., 2nd Floor
Charlotte, NC 28217

Above space for recorder's use only

This Memorandum of Agreement ("MOA") is entered into by "Owner" and "Operator" set forth in the signature blocks below, effective as of the "Effective Date" Operator signs this MOA below.

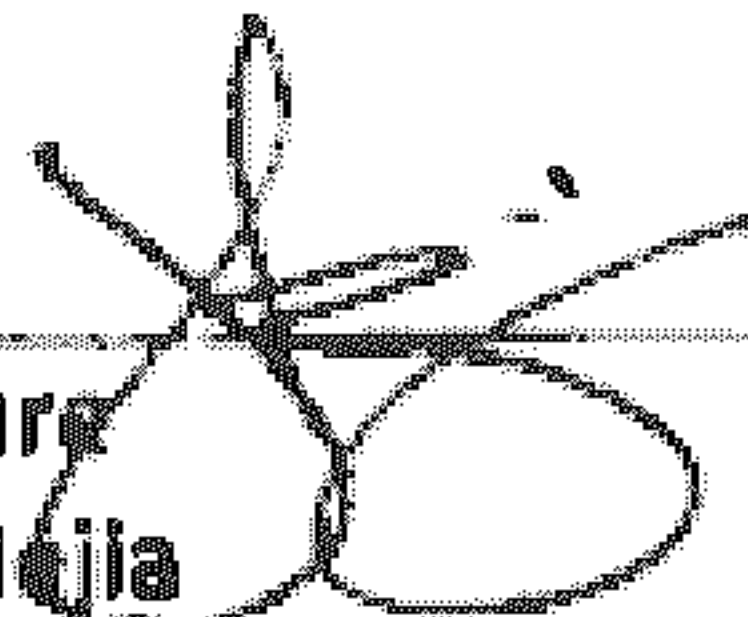
1. **Agreement and Property.** Owner and Operator have entered into a Communications Network and Services Agreement (the "Agreement") dated as of the Effective Date relating to the property described in Property Address and Legal Description attached to this MOA (including all improvements now or hereafter located thereon) (the "Property"). Because any acquiror of the Property is obligated to assume the Agreement, such acquiror should request a copy of the Agreement from Owner for its review.
2. **Grant of Access; Recording.** In consideration of the covenants and agreements in the Agreement and as such may be amended between Owner and Operator from time to time, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner and Operator, Owner grants and conveys to Operator and its Authorized Representatives (as defined in the Agreement) a nonexclusive easement across, under, over, within and through the Property and Pathways, as necessary for Operator to perform its obligations under the Agreement, including the right, on an exclusive or nonexclusive basis as set forth in the Agreement, to (a) install, operate, use, maintain, repair, upgrade, replace and remove the System (defined hereafter) as permitted by the Agreement; and (b) to offer, provide and market any services that Operator can provide to the Property ("Services") as permitted by the Agreement. "System" means conduit, wiring (such as fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (such as wireless access points, gateways, switches, routers, amplifiers, etc.), software, facilities (such as building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.) equipment, rooftop antennas, and all other network infrastructure installed, upgraded and/or used by Operator at the Property to provide the Services. "Pathways" means all conduits, poles, moldings, risers, raceways, shafts, rooftops and similar pathways and areas at the Property where the System is or will be installed. Operator may record this MOA in the public records at any time.
3. **Term; System Removal.** The easement granted in this MOA touches and concerns the Property, runs with the land and title to the Property, and is binding on Operator, Owner, all subsequent acquirors of the Property, others who may claim any interest in the Property, and all of the foregoing parties' successors and assigns. The easement granted in this MOA, unless terminated earlier as permitted by the Agreement, automatically terminates on the date that is six months after Operator has ceased using the System to provide any Services at the Property (the "Term"). Notwithstanding the foregoing,

after the Term, Operator will have an additional 60-day period to access the Property to remove or dispose of the System as permitted by the Agreement.

- **Other Terms.** If Owner is an Association (as defined in the Agreement) or cooperative and only has the authority to provide Operator with access to the common areas of the Property, then the easement granted in this MOA automatically will be limited to the common areas. If any unit owner or occupant does not provide Operator with access to their unit to install, maintain and operate the System, Operator will have no obligation to perform any of its obligations under the Agreement with respect to that unit (including providing Services). Owner may grant other rights of access to the Property only if they do not interfere with the easement granted to Operator or Operator's use of the System. Operator will have 24x7 access to the System to address emergency conditions. Operator will conduct all routine work at the Property during normal and reasonable working hours established by Owner for the Property. Notwithstanding termination of the Agreement or any contrary provision in the Agreement, if Laws (as defined in the Agreement) require Owner to provide Operator with access to the Property for the provision of any Service, then (a) Operator will continue to own and be permitted to access and use any System components to provide Services to the Property; and (b) any System ownership and removal rights will apply once Laws no longer provide for Operator's access to the Property. Nothing in this paragraph will operate as, or be construed to be, a waiver of any rights that Operator may have under any Laws or the Agreement, and all rights are reserved by Operator. Owner shall not (a) enter into any bulk-billed, bulk-provision (regardless of whether for a fee), bulk or volume discount, or any other similar arrangement with any other provider at the Property for services similar to the Services; or (b) sell, resell, or distribute the Services to any third party (including Property occupants) except as specifically permitted by the Agreement.

OWNER
Wellington Manor 2012, LLC

Spectrum Southeast, LLC
By: Charter Communications, Inc., its Manager



Signature
John Mejia

Printed Name
Managing Partner

Title

DocuSigned by:


Signature
R. Lynn Dodson

Printed Name
VP, Spectrum Community Solutions

Title
12/14/2023

Effective Date

STATE OF North Carolina

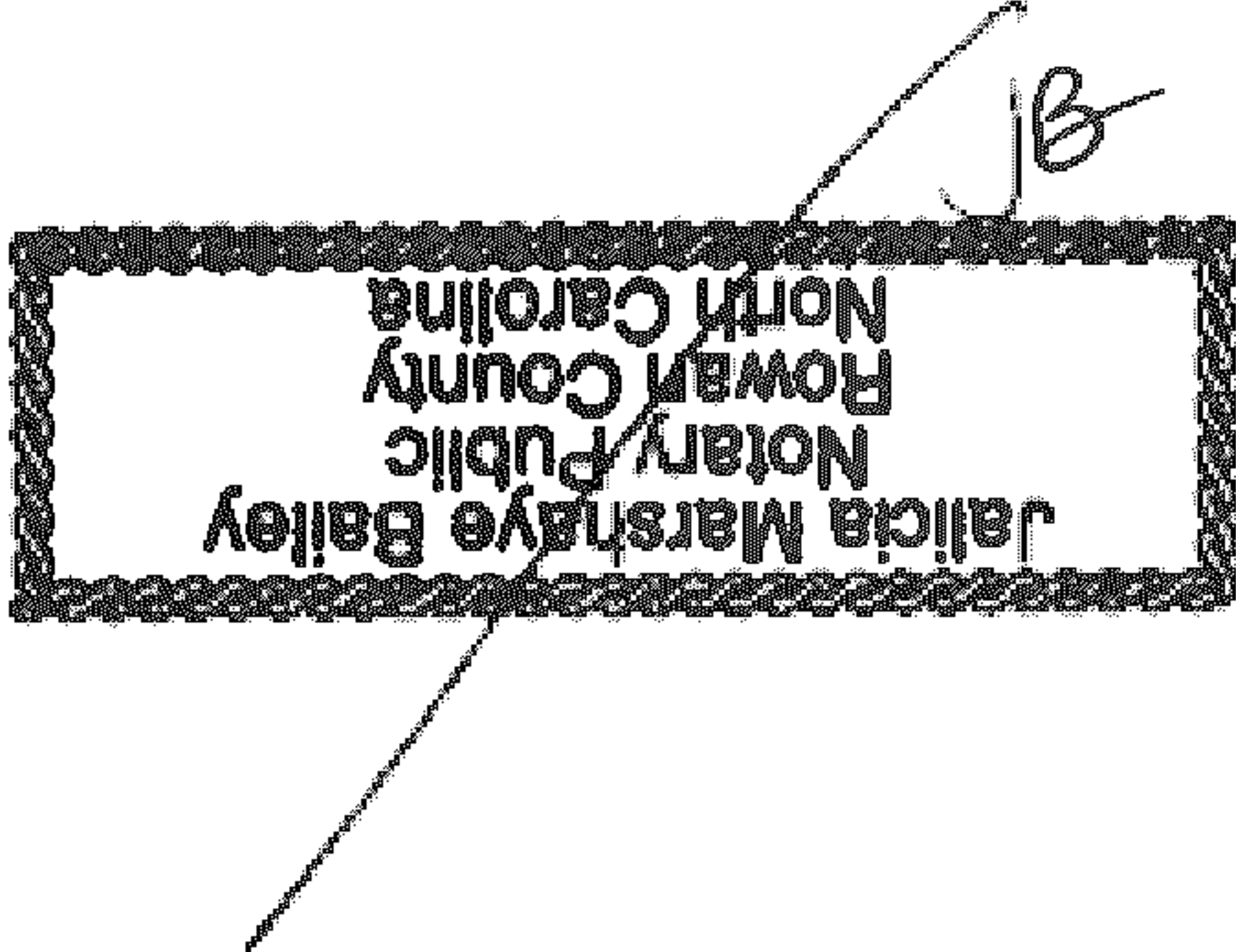
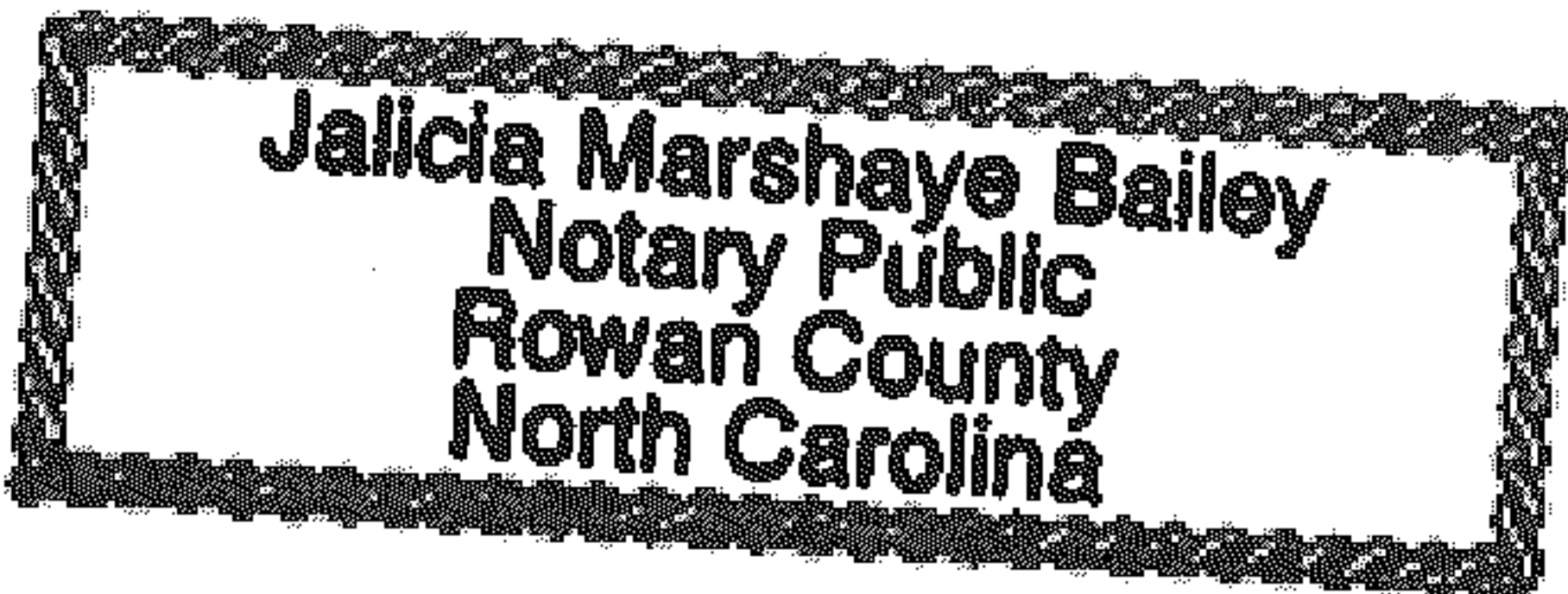
COUNTY OF Rowan

On December 14th, 2023, before me, R. Lynn Dodson, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) (s) 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: Jalicia Marshaye Bailey

Expiration Date: 2/15/27





STATE OF Alabama

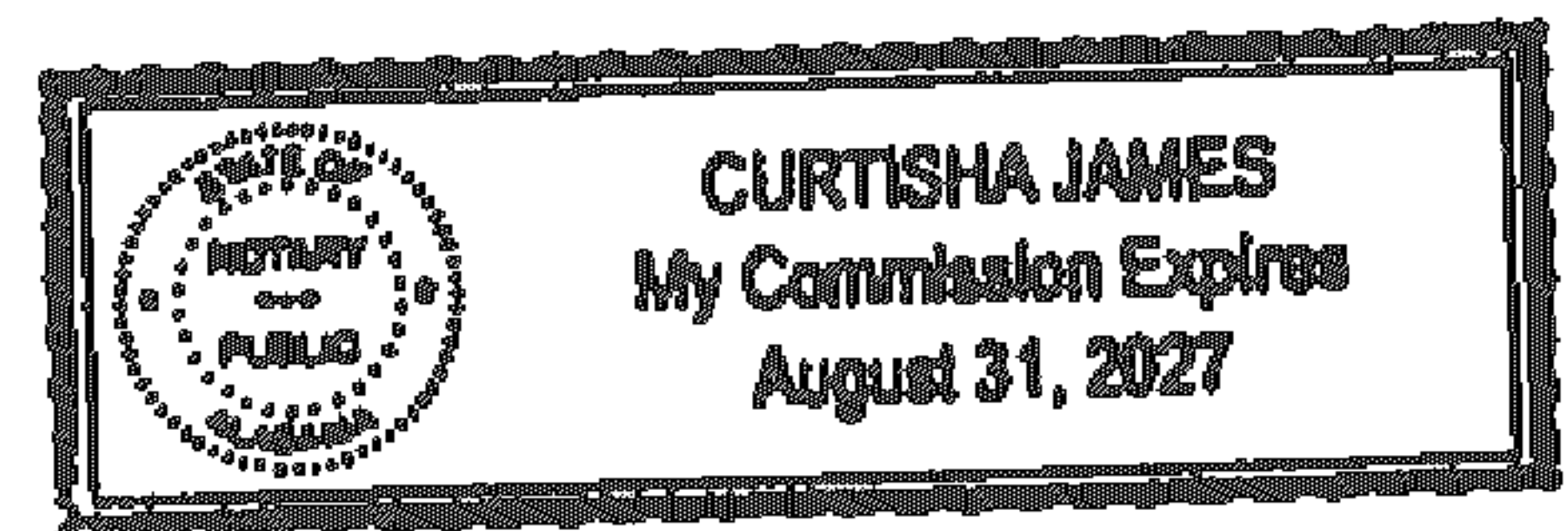
COUNTY OF Jefferson

On November 29, 2023, before me, John Mejia, 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: Curtisha James

Expiration Date: August 31, 2027



20231218000361730 12/18/2023 08:07:50 AM AGREEMENT 6/6

Property Address and Legal Description

1500 Windsor Ct., Alabaster, AL 35007
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 DIVISON1:

MAP BOOK: 00 PAGE: 000

SUB DIVISON2:

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 DIVISON1:

MAP BOOK: 00 PAGE: 000

SUB DIVISON2:

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
S32.48 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 DIVISON1:

MAP BOOK: 00 PAGE: 000

SUB DIVISON2:

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 DIVISON1:

MAP BOOK: 00 PAGE: 000

SUB DIVISON2:

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(W) SW11.45 TO POB



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/18/2023 08:07:50 AM
\$37.00 BRITTANI
20231218000361730

Allen S. Bayl