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**NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT**

This Installation and Distribution Agreement ("Agreement") between **Falcon Cable Systems Company II, LP** ("Operator") and **Winhaven Gardens Homeowners Association** ("Owner") is dated this 8<sup>th</sup> day of **July, 2014** ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section below.

BASIC INFORMATION	
<b>Premises (or Property) (further described in Exhibit A):</b>	
Premises Name: <u>Winhaven Gardens</u>	Number of Units: <u>203</u>
Street Address: <u>Bouganvillea Dr./Lantana Dr.</u>	
City/State/Zip: <u>Minden, NV 89423</u>	
<b>Notices:</b>	
Owner Name: <u>Winhaven Gardens Homeowners Association</u>	
Address: <u>3246 N. Carson Street, Suite 100</u>	
<u>Carson City, NV 89706</u>	
Phone: <u>775.885.5055</u>	
<b>Agreement Term:</b> 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 3 years unless either party provides written notice of termination not less than 60 days prior to the end of the Agreement Term then in effect.	
<b>Start Date:</b> <u>7/08/2014</u>	<b>Expiration Date:</b> <u>7/07/2019</u>
<b>Services:</b> Services shall mean all lawful communications services (including video/cable services) that Operator may provide.	
<b>Equipment:</b> 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. 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, 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.

**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.

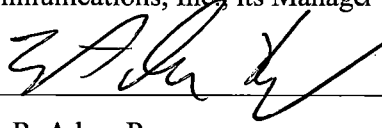
*[Signature Page Follows]*

COPY

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

**OPERATOR**

**Falcon Cable Systems Company II, LP**  
By: Charter Communications, Inc, its Manager

By: 

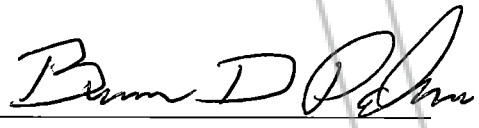
Printed Name: R. Adam Ray

Title: Vice President Direct Sales

Date: 8/20/14

**OWNER**

**Winhaven Gardens Homeowners Association**

By: 

Printed Name: Bruce Palmer

Title: President

Date: 7/9/2014

Email: NYSIDE@GMAIL.COM

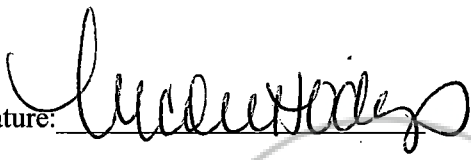
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STATE OF Nevada )  
COUNTY OF Douglas )

On July 9, 2014 before me, Bruce Palmer, President

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: 04/20/2018



State of Connecticut

County of Fairfield ss. (Town/City)

On this the 20th day of August, 2014, before me, Tina Kinsman, the undersigned officer, personally appeared R. Adam Ray, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she/he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand

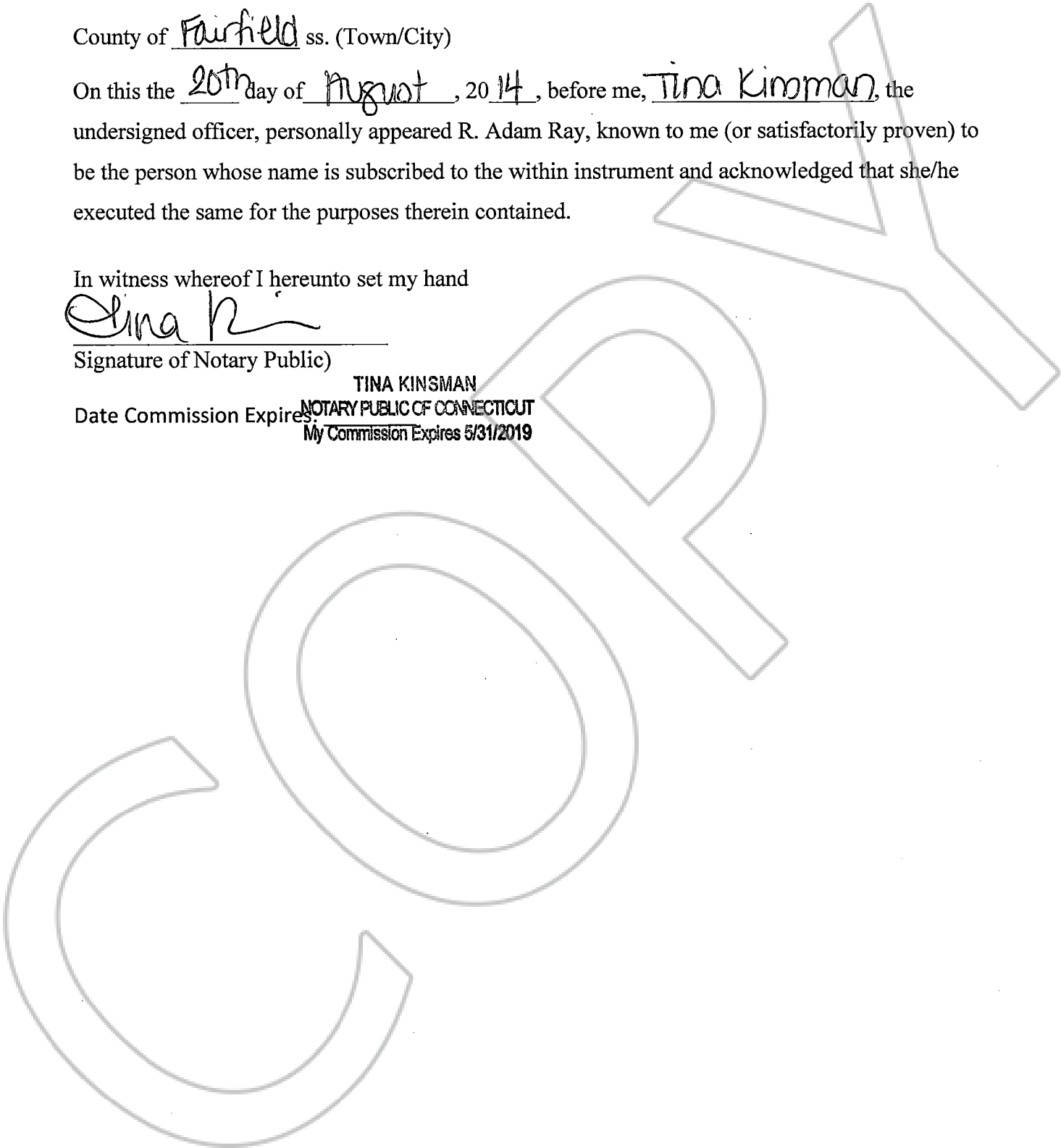
Tina Kinsman

Signature of Notary Public)

TINA KINSMAN

Date Commission Expires

NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 5/31/2019



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Common Area "B" as shown on the Final Map No. 1008-8 for Winhaven, Unit No. 8, A  
Planned Unit Development, filed for recording in the office of the County Recorder of  
Douglas County, Nevada on September 11, 1997, in Book 997 of Official Records at  
Page 2125, as Document No. 421412.

Assessor's Parcel No. 1320-29-112-001

