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 Charter Communications  
 9335 Prototype Dr.  
 Reno NV 89521  
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DOUGLAS COUNTY, NV **2014-852014**  
 Rec:\$20.00  
 Total:\$20.00 **10/30/2014 03:37 PM**  
 CHARTER COMMUNICATIONS Pgs=7



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KAREN ELLISON, RECORDER

Document transfer tax = \$0  
 Consideration and Value less than \$100  
 APN: 1220-04-501-015

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**NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT**

This Installation and Distribution Agreement ("Agreement") between **Falcon Cable Systems Company II, LP** ("Operator") and **Deppai Investments, LLC** ("Owner") is dated this July 31, 2014 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" section below.

<b>BASIC INFORMATION</b>	
<b>Premises (or Property) (further described in Exhibit A):</b>	
Premises Name: <u>Waterloo Homes</u>	Number of Units: <u>50</u>
Street Address: <u>1362 Waterloo Ln</u>	
City/State/Zip: <u>Gardnerville, NV 89410</u>	
<b>Notices:</b>	
Name: <u>Peter Conova</u>	
Address: <u>PO Box 6723 Gardnerville, NV 89460</u>	
Phone: <u>775-781-7175</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 36 months unless either party provides written notice of termination not less than 6 months prior to the end of the Agreement Term then in effect.	
<b>Start Date:</b> <u>July 31, 2014</u>	<b>Expiration Date:</b> <u>July 30, 2024</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. 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, except that from the Effective Date, the internal wiring located within any building, which includes "cable home wiring" and "home run wiring"<sup>1</sup> (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 exclusive right to use the Internal Wiring during the Agreement Term and (i) shall not grant any other provider rights to use the Internal Wiring and (ii) shall prohibit other providers from using the same.

Without limiting Operator's 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 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 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.

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<sup>1</sup> The terms "cable home wiring" and "home run wiring" are defined at 47 CFR §§ 76.5(II) and 76.800(d).

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.

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: [Signature]  
(Signature)

Printed Name: R. Adam Ray

Title: VP Direct Sales

Date: 9/12/14

**OWNER:**

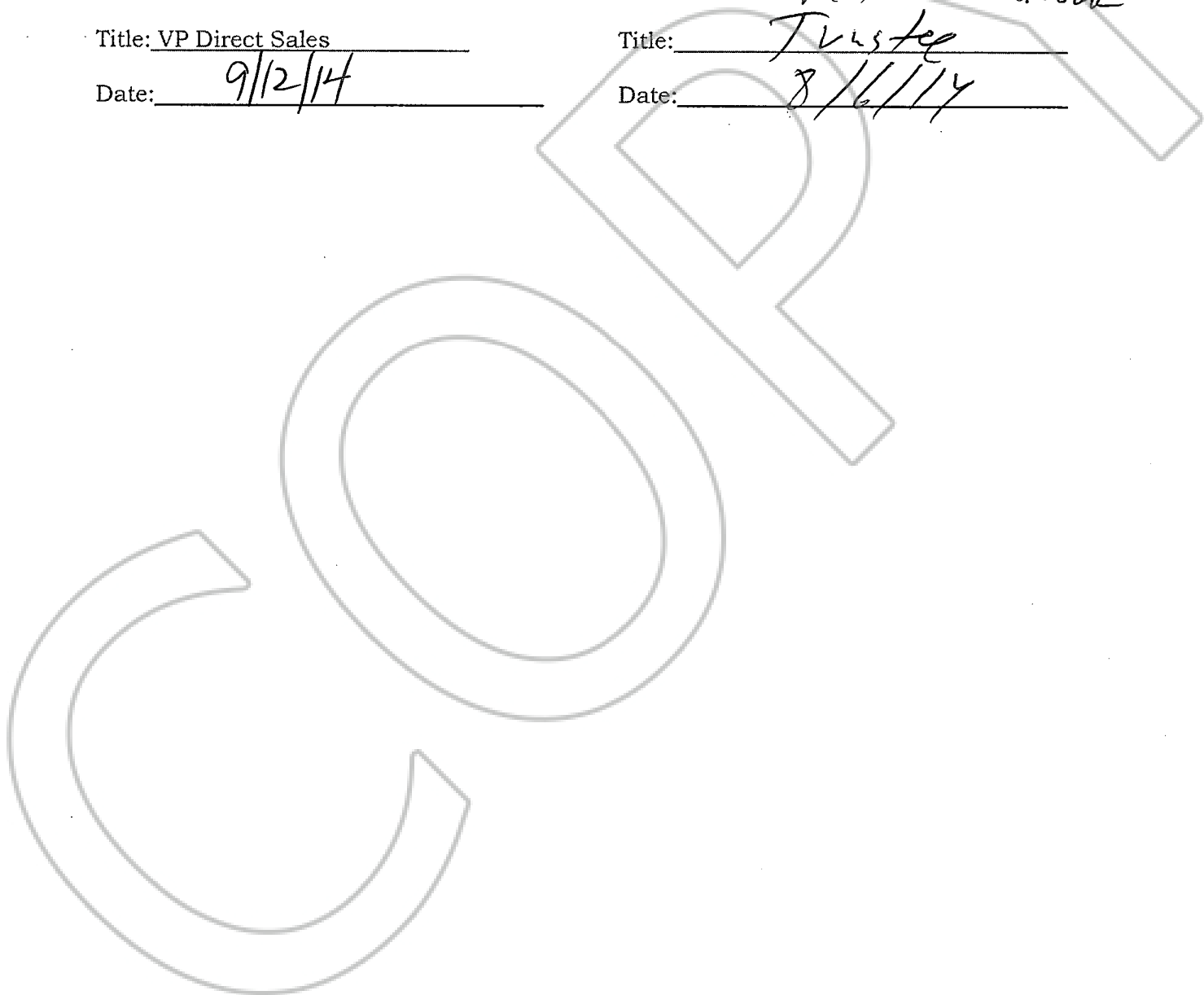
Deppai Investments, LLC

By: [Signature]  
(Signature)

Printed Name: Peter Gans

Title: Trustee

Date: 8/6/14

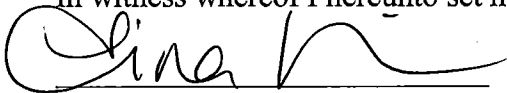


State of Connecticut

County of Fairfield ss. (Town/City)

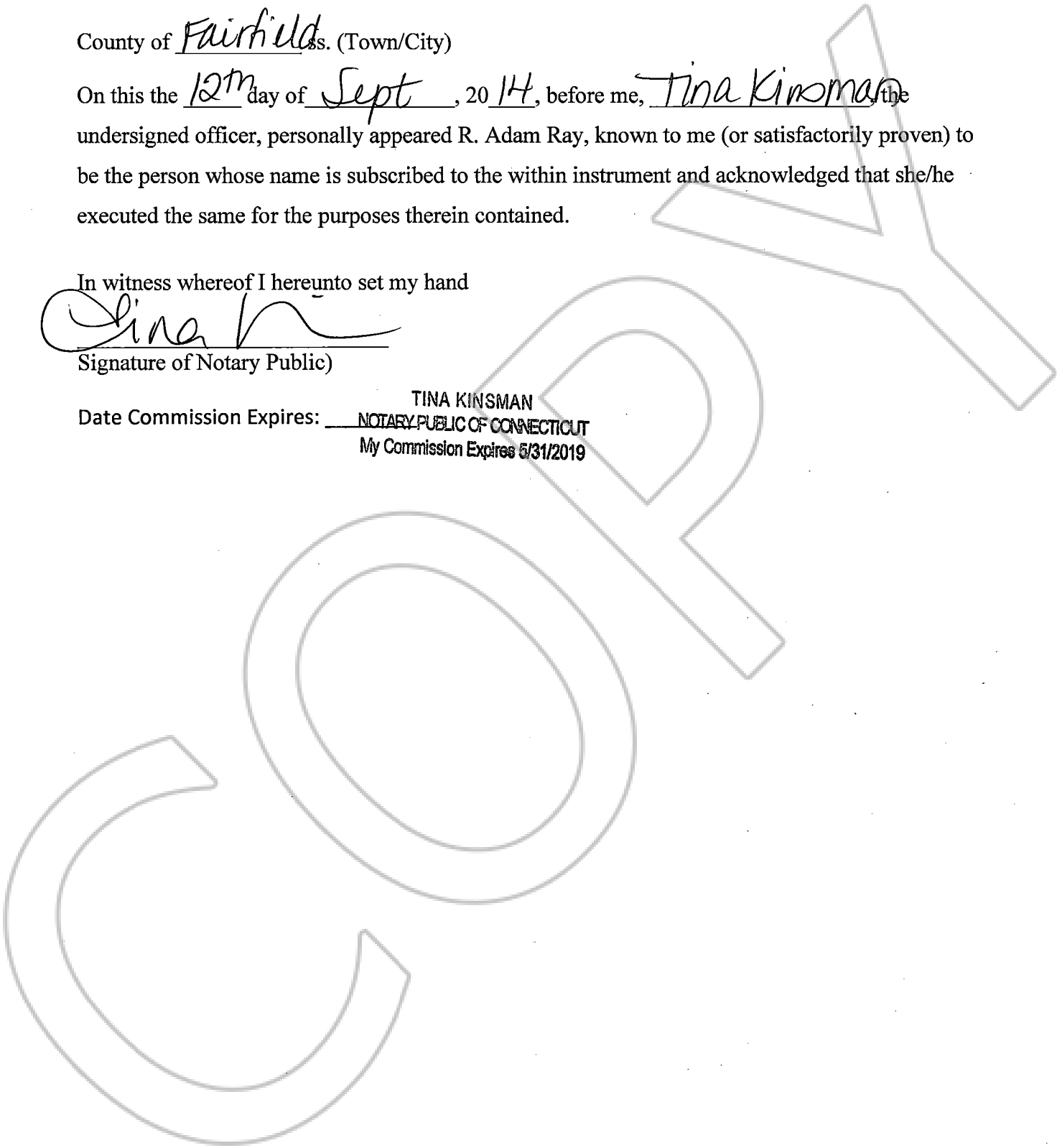
On this the 12<sup>th</sup> day of Sept, 2014, before me, Tina Kinsman, the undersigned officer, personally appeared R. Adam Ray, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she/he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand



Signature of Notary Public)

Date Commission Expires: TINA KINSMAN  
NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 5/31/2019



(Operator)  
STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, R. Adam Ray, 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 \_\_\_\_\_ EXP. \_\_\_\_\_

(Owner)  
STATE OF Nevada )

COUNTY OF Douglas )

On August 6, 2014 before me, Peter Conova, 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 (Notary) Donna S. Kruger EXP. Sept 17, 2016

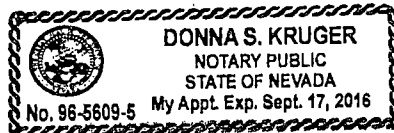


EXHIBIT "A"

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APN: 1220-04-501-015

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1

A parcel of land located in the North one-half of the Northeast one Quarter of Section 4, Township 12 North, Range 20 East, M.D.B. & M., Town of Gardnerville, Douglas County, Nevada, more particularly described as follows:

Commencing at the Southwest Corner of Lot 4, Carson Valley Estates Subdivision, No. 2, as shown on the Official map of that subdivision filed in the Douglas County Courthouse on December 23, 1970, proceed South 87°35'50" West 206.78 feet, along the Southerly boundary of Carson Valley Estates, Unit No. 1, to the True Point of Beginning; continue thence South 87°35'50" West 49.63 feet to a point; thence North 86°50'18" West, 253.44 feet to a point; thence South 89°46'07" West, 30.00 feet to the Northwest corner of the Parcel; thence South 49°38'37" East 373.46 feet, along the Northeasterly boundary of the Nunes property, to the Southerly most corner of the parcel; thence North 44°54'36" East 195.77 feet, to the Easterly most corner of the parcel; thence North 45°05'24" West 128.31 feet to the True Point of Beginning.

PARCEL 2

A parcel of land located in the North one-half of the Northeast one-quarter of Section 4, Township 12 North, Range 20 East, M.D.B. & M., more particularly described as follows:

Commencing at the Southwest Corner of Lot 4, Carson Valley Estates Subdivision No. 2, as shown on the Official Map of that subdivision filed in the Douglas county Courthouse on December 23, 1970, which point is also the True Point of Beginning; proceed thence South 87°35'50" West 206.78 feet, along the Southerly boundary of Carson Valley Estates Unit No. 1, thence South 45°05'24" East 403.31 feet to the Southerly most corner of the Parcel; which is located on the Westerly right of way line of proposed Waterloo Lane; thence North 44°54'36" East 152.00 feet, along said Westerly right of way line, to the Easterly most corner of the parcel; thence North 45°05'24" West 263.11 feet, along the Southwesterly boundary of Carson Valley Estates Unit No. 2, to the True Point of Beginning.

**PARCEL 3**

A Parcel of land located in the North one-half of the Northeast one-quarter of Section 4, Township 12 North, Range 20 East, M.D.B. & M., in the Town of Gardnerville, Douglas County, Nevada, more particularly described as follows:

Commencing at the Southerly most corner of Lot 1, Carson Valley Estates Subdivision No. 2, as shown on the Official Map of that subdivision filed in the Douglas County Courthouse on December 23, 1970, proceed thence South 44°54'35" West 152.00 feet, along the Westerly right of way lines of proposed Waterloo Lane, to the True Point of Beginning, which is the Easterly most corner of the parcel, continue thence South 44°54'36" West, along said Westerly right of way line for a distance of 173.06 feet, to the Southerly most corner of the Parcel; thence North 49°48'37" West 275.94 feet, to the Westerly most corner of the parcel; thence North 44°54'36" East 195.77 feet to the Northerly most corner of the parcel; thence South 45°05'24" East 275.00 feet to the True Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain NRS Deed recorded in the office of the County Recorder of Douglas County, Nevada on July 23, 1986, as Document No. 137913 of Official Records.