Recording Requested By: Charter Communications Laura Ci; fford 9335 Prototype Dr. Reno, NV 89521 DOUGLAS COUNTY, NV

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**CHARTER COMMUNICATIONS** 

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KAREN ELLISON, RECORDER

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## NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Installation and Distribution Agreement ("Agreement") between <u>Falcon Cable Systems Company II, LP</u> ("Operator") and <u>Deptrai Investments, LLC</u> ("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.

section below.		
BASIC INFORMATION		
Premises (or Property) (further described in Exhibit A):		
Premises Name: Villa Sierra Townhomes Number of Units: 17		
Street Address: 1528 County Rd		
City/State/Zip: Minden NV, 89423		
Notices:		
Name: Peter Conova		
Address: PO Box 6723 Gardnerville, NV 89460		
Phone: 775-781-7175		
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 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.		
Start Date: July 31, 2014 Expiration Date: July 30, 2024		
Services: 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" (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.

<sup>&</sup>lt;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.

doknowiodginonio.	
OPERATOR: Falcon Cable Systems Company II, LP By: Charter Communications/Inc., its Manag	OWNER:  Deptrai Investments, LLC er
By: (Signature)	By: (Signature)
Printed Name: R. Adam Ray	Printed Name: Potor Canal
Title: VP Direct Sales	Title: Trustee
Date: 10/21/14	Date: / v / 2 / / y

County of Fairfild ss. (Town/City)
On this the 21st day of October, 2014, before me, Tina Kimmarthe
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
marl
Signature of Notary Public)
TINA KINSMAN  Date Commission Expires: <u>NOTARY FUEUC OF CONNECTICUT</u> My Commission Expires 5/31/2019

State of Connecticut

STATE OF
COUNTY OF)
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.
SignatureEXP
(Owner) STATE OF Nevada  COUNTY OF Douglas
On October 03 2014 before me, Poten Canova III., 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 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) ( G Vodry) EXP. 12/21/15

## **EXHIBIT "A"**

Lot 2, in Block B, as shown on the map of SOUTHEAST ADDITION TO THE TOWN OF MINDEN, filed in the office of the County Recorder of Douglas County, Nevada, on November 27, 1961, as Document No. 19150.

