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 RECORDING REQUESTED BY AND
 WHEN RECORDED MAIL TO:
 Charter Communications
 Attn: Jodi Joas
 Address: 2701 Daniels St.
Madison, WI 53718
 APN: 1220-10-411-011



KAREN ELLISON, RECORDER

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NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT
NO BUILDING – NO COMPLEX

This Installation and Service Agreement (“Agreement”) between Falcon Cable Systems Company II, LP (“Operator”) and Mountain Shadows Homeowners Association (“Owner”) is dated this 21st day of March, 2015 (“Effective Date”). Capitalized terms used in this Agreement shall have the same meaning as specified in the “Basic Information” Section below.

| BASIC INFORMATION | |
|--|---|
| Premises (or Property) (further described in Exhibit A): | |
| Premises Name: <u>Mountain Shadows</u> | Number of Units: <u>32</u> |
| Street Address: <u>Alicia Ct.</u> | |
| City/State/Zip: <u>Gardnerville, NV 89460</u> | |
| Notices: | |
| Owner Name: <u>Mountain Shadows Homeowners Association</u> | |
| Address: <u>3246 N. Carson St., Suite 100</u> | |
| <u>Carson City, NV 89706</u> | |
| Phone: <u>775.885.5055</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 <u>3</u> years 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: <u>March 21, 2015</u> | Expiration Date: <u>March 20, 2020</u> |
| Services: Services shall mean all lawful communications services (including video/cable services) that Operator may provide. | |
| Equipment: 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. The 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. Marketing Privileges. Operator shall have the exclusive right to promote the Services on the Premises by means of distribution of advertising materials, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, at Operator's request, the display of advertising materials in common areas of the Property). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. 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 approved by Owner, such approval not to be unreasonably withheld or delayed, and Owner shall not permit the distribution or publication of marketing materials promoting alternative competitive services offered by other providers.

4. 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 homeowners 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 Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

5. Representations and Warranties. 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.

6. Breach of Agreement. 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.

7. Indemnification. 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.

8. Limitation of Liability. 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.

9. Automatic Default. Owner agrees during the term of the Agreement not to provide bulk services on Premises from another provider. A violation of this Section 9 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: *Adam Ray*

Printed Name: *R. Adam Ray*

Title: *Vice President Direct Sales*

Date: *5/4/15*

OWNER

Mountain Shadows Homeowners Association

By: *Kathleen Griffin*

Printed Name: *KATHLEEN GRIFFIN*

Title: *V. PRESIDENT*

Date: *3-26-15*

Email: *Kgriffin@LCSD.K12.NV.US*

STATE OF Nevada)

COUNTY OF Lyon)

On March 26, 2015 before me, Kathleen Griffin, 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: Cheryl Veil

Expiration Date: January 12, 2017



State of Connecticut

County of Fairfield ss. (Town/City)

On this the 4th day of May, 2015, before me, Terhonna Nicole Grasty, 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

Terhonna Nicole Grasty
Signature of Notary Public)

Date Commission Expires: 12/31/19

TERHONNA NICOLE GRASTY
NOTARY PUBLIC OF CONNECTICUT
ID # 168288
My Commission Expires 12/31/2019

Exhibit A

Legal Description

That property as shown on the Final Map of Mountain Shadows Apartments, recorded February 5, 1992, in Book 292, Page 472, Document No. 270423, Official Records of Douglas County, State of Nevada

APN # 1220-16-411-011

T 12 N; R 20E; SEC. 16; S 2 SW 4

