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NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT
Exclusive Use And Exclusive Marketing
No Building – No Complex

This Installation and Service Agreement (“Agreement”) between Falcon Cable Systems Company II, L.P. (“Operator”) and Superior Campgrounds of America, LLC. (“Owner”) is dated this 1 day of November 2017 (“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>Silver City RV Park</u>	Number of Units: <u>206</u>
Street Address: <u>3165 US Highway 395 N</u>	
City/State/Zip: <u>Minden, NV. 89423</u>	
Notices:	
Owner Name: <u>Superior Campgrounds of America</u>	
Address: <u>265 N. Joy St. Suite 3 200</u> <u>Corona, CA. 92879</u>	
Phone: <u>951-520-8898</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 12 Months unless either party provides written notice of termination not less than six (6) months prior to the end of the Agreement Term then in effect.	
Start Date: <u>November 1, 2017</u>	Expiration Date: <u>October 31, 2020</u>
Services: Services shall mean all lawful communications services that Operator may provide including, without limitation, all multi-channel video and audio programming services (specifically, “Video Service”), Internet access services, and/or voice services.	
Equipment: All above-ground and underground cables, fiber, internal wiring, conduit, customer premises equipment such as converters/receivers/set top boxes and modems (“CPE”), 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 pursuant to the provisions of the Agreement. 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 or units constructed on or added to 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 ninety (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 (“Residents”). Operator reserves the right to adopt and implement new, improved, additional, modified or enhanced technology, features, CPE, services or capabilities at any time during the Term of this Agreement. Operator may, with or without notice and without breaching this Agreement, disconnect or refuse to provide Services to any person who (i) fails to execute and/or abide by Operator’s standard customer agreements, terms of use or acceptable use policies, or other requirements imposed by Operator from time to time; or (ii) uses the Services in violation of applicable law. If Operator reconnects such users, then Operator shall be entitled to charge the Resident Operator’s then-current standard disconnection and reconnection fees. Owner acknowledges that the Operator reserves the right to make changes to the programming comprising the Video Services, or add to, discontinue or change the rates and Services or any features or components available to the Premises as Operator may deem necessary or desirable in its sole discretion. Operator will install, maintain, and/or operate any Equipment it is using on the Premises in accordance with applicable law. Operator’s 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.

For and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, Owner represents that it has not granted and agrees that it will not (i) grant any other easements or rights that will physically interfere with the Operator’s delivery of the Services, including signal interference and/or the operation of Equipment on and within the Premises or (ii) use or enable any other person/third party to use any portion of the Equipment to provide services to the Residents or occupants. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity is not intended to limit the rights of the Premises Residents to obtain services to the extent that they elect to do so (a) from a competing multi-channel video provider transmitting its signals directly to the Residents *via* microwave or satellite without making use of the Owner’s private property, the common areas of the Premises or the Equipment; (b) from any competing provider that has or is granted access to the Premises to provide services in competition with Operator’s Services by the use of distinct facilities separate from the Equipment (subject to Section 3 “Marketing Privileges”); or (c) to the extent that such Resident of the Premises has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property interest (provided that Owner shall in no event participate in or encourage the installation, provisioning, hook-up, or marketing of such competing services). For purposes of clarification, nothing in this Agreement shall be deemed to prevent Owner from granting another provider of services the right of access to the Premises to provide its services to Residents of the Premises as long as such grant does not interfere with Operator’s delivery of Services on the Premises and does not breach Operator’s rights granted pursuant to this Agreement.

Without limiting Operator’s exclusive rights to use the 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. Owner shall be responsible and reimburse Operator for damage to any part of the System or Equipment caused by Owner or its affiliates and its and their employees, contractors or agents.

3. Marketing Privileges. Operator shall have the exclusive right to market and to promote the Services and any comparable services via digital means and portals, on the Premises by means of distribution of printed and digital advertising materials and Service information, Operator provided information on Services in welcome and information packages for Residents and prospective Residents, contacts, demonstrations of services, and direct sales presentations. If Operator installs WiFi access points at the Premises, Operator may promote the Premises as a WiFi access point in all forms of media, and shall have exclusive right to market the provision of WiFi at the Premises. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator’s request, current lists of the mailing addresses of the

Residents, and allowing, at Operator's request, the display of advertising materials in common areas of the Property and on-site promotional initiatives). 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 Owner shall not permit the distribution or publication of marketing materials or other promotional activities 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 homeowner's 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.

6. Breach of Agreement. In the event of a default by a party hereto 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. In the event of a termination by Operator in accordance with this provision, such termination shall not constitute a termination of the Operator's rights to have access to the Premises for the purposes of providing Services to the Residents thereof.

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 authorize, allow or provide bulk services on Premises from another provider. A violation of this Section is an automatic default of the Agreement.

10. Severability. 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.

11. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by any event beyond such party's reasonable control (a "Force Majeure Event"), including (but not limited to) acts of God, weather, acts of public authority, war, riot, strike, work stoppages or failure or delays of utilities, suppliers or carriers. Such nonperformance will be excused only for so long as such condition exists.

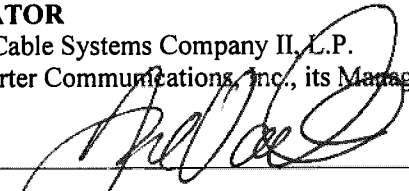
12. Mandatory Access Laws. Notwithstanding anything to the contrary in this Agreement, if applicable laws require Owner to provide Operator with access to the Premises for the provision of any Service, then Operator shall continue to be permitted to access and use all Equipment to provide its Services to the Premises. Nothing in this Agreement shall operate as, or be construed to be, a waiver of any rights that Operator may have under such access laws, and all such rights are hereby reserved by Operator.

13. Jurisdiction. This Agreement shall be governed by federal law and the laws of the state in which the Premises are located (excluding said state's choice of law provisions).

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


OPERATOR

Falcon Cable Systems Company II, L.P.
By: Charter Communications, Inc., its Manager

By: 
Printed Name: Joe Varello
Title: Vice President, Spectrum Community Solutions
Date: 12/20/17

OWNER

Superior Campgrounds of America, LLC.

By: 
Printed Name: Randall Lear
Title: Controller
Date: 11-15-2017

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On November 15, 2017 before me, R.Sanabria, Notary Public
(insert name and title of the officer)

personally appeared Randall Lear,
who proved to me on 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.

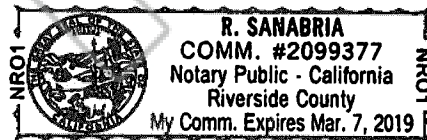
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

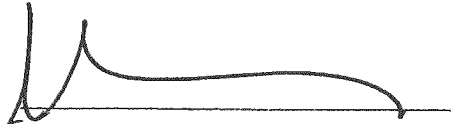


State of Connecticut

County of Fairfield ss. (Town/City)


On this the 20th day of Dec, 20 17, before me, Michelle Elliott the
Undersigned officer, personally appearing Joe Varello, 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 purpose therein contained.

In witness whereof I hereunto set my hand



(Signature of Notary Public)

Date Commission Expires. 10/18/18



MICHELLE ELLIOTT
NOTARY PUBLIC OF CONNECTICUT
ID # 165391
My Commission Expires 10/18/2018

EXHIBIT "A"

APN # 1420-00-002-001

All that certain parcel of land situate in the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 14 North, Range 20 East, N.D.S. & M., more particularly described as follows:

Parcel A as set forth on the Parcel Map for JAMES MC DANIEL, Filed for Record in the Office of the County Recorder of Douglas County, Nevada, on September 22, 1983, as Document No. 87431.

Assessors Parcel No. 21-280-05

