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JOHN W. WATERSLEY
S.M.C.

APPENDIX A

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THIS LICENSE is made this 11 day of February, 1982,
by and between TeleCable of Greenville, a South Carolina
corporation (hereinafter called "TeleCable") and H. L. Butler Associates
(hereinafter called "Owner").

WITNESSETH:

PREMISES:

A. As part of its general business, TeleCable owns and operates a cable television system in the City/County of Greenville, South Carolina;

B. Owner is the owner of the apartment building or buildings known and designated as JAVA EAST, (the "Project"), located on the property ("Owner's property") described on "Exhibit A" hereto;

C. TeleCable desires to install, operate and maintain its cable, junction boxes, and other facilities incidental or related to the provision of its services to tenants in the Project ("the facilities") in order to serve those tenants of Owner who shall from time to time pay TeleCable for its services; and

D. Owner recognizes that the provision by TeleCable of cable television and Pay TV service to tenants in the Project is of benefit to Owner, and accordingly, Owner is willing to grant the license and permissions hereinafter set forth:

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to the terms and conditions hereinafter set out, Owner hereby grants to TeleCable the right, license and permission to install, operate and maintain such of the facilities as TeleCable deems necessary or desirable in or on Owner's property and in the Project in order to provide CATV and Pay TV services to tenants in the Project. TeleCable shall have the right to enter the Project at any time to perform maintenance on and make repairs and replacements of the facilities, or any part thereof, and to install or disconnect customers. TeleCable shall have the right between the hours of 9:00 AM and 9:00 PM to enter the Project to solicit new customers.

2. Prior to TeleCable's installing any facilities on Owner's property, TeleCable shall discuss with Owner, or Owner's representative, where TeleCable intends to place the facilities and the manner of such installation. TeleCable shall not install such facilities until the location and general manner of installation thereof has been approved by Owner or Owner's representative. It is agreed that the facilities installed by TeleCable in the Project or elsewhere on Owner's property shall be and remain the sole and exclusive property of TeleCable and shall be treated as personal property of TeleCable for all purposes.

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