

install and operate the Service, but Owner shall be under no obligation to procure same.

3.3 Discontinuance of Existing MATV. Upon commencement of construction of the Service, any existing master antenna television service shall be permanently discontinued and Operator shall have exclusive access to any and all portions of the master antenna television system.

4. Term. This Agreement shall continue for a term of twenty-five (25) years from the date hereof unless sooner terminated pursuant to the provisions of this paragraph 4. Provided, however, so long as the Property shall be owned by U. S. Shelter Corporation notwithstanding anything to the contrary contained herein, this Agreement shall be subject to termination by Owner upon sixty (60) days written notice of termination from Owner to Operator. All subsequent owners of the Property shall be obligated to fulfill the twenty-five (25) year term of the lease as stated herein.

4.1 Installation Dates. Operator shall commence installation no later than one hundred and twenty (120) days after acceptance of this Agreement and commence providing service to residents within ninety (90) days after commencement of installation, subject to extensions for delay resulting from inclement weather or other causes beyond the reasonable control of Operator.

4.2 Extensions. At the end of the initial term, this Agreement will be extended automatically for up to ten (10) additional, successive one (1) year periods, unless either party notifies the other with ninety days written notice of its desire to terminate prior to the end of each such period.

4.3 Owner's Right to Terminate. Owner may terminate Operator's exclusive license only in the event that Operator does not operate the system in accordance with the standards described in Section 2.2 above, or otherwise fails to comply with its obligations hereunder, provided Owner shall give Operator ninety (90) days written notice of its intent to terminate this Agreement, together with specific notice of the cause for such proposed termination. Operator shall have the right to cure or remedy such defects as Owner shall specify within said period.

4.4 Operator's Right to Terminate. Operator reserves the right to cancel this Agreement within ninety (90) days after the date hereof if Operator's studies indicate that there is insufficient subscriber interest, provided the easement agreement referred to herein shall not be recorded in the public records until Operator shall have made its decision to continue the project and waived in writing (or by the passage of the 90 day period) its right to terminate by reason of insufficient subscriber interest.

Operator also reserves the right to terminate this Agreement if subscribership fails for any two consecutive months to attain 60 subscribers. The Owner will have the option to subsidize the difference in order to maintain the Agreement. Operator will assure that all agreements signed by subscribers include sufficient language to authorize Operator to terminate those agreements in the event it elects to terminate this Agreement under the authority of this paragraph.

4.5 Removal. Upon termination of this Agreement for any reason, Operator shall have the right to remove all equipment delivered to and installed on the Property at its expense, and Operator shall restore the Property to the condition of such premises prior to the installation of the Service, natural wear and tear and casualty damage excepted. Prior to termination and removal of the equipment, all components installed by Operator shall remain personal property and title thereto shall remain exclusively in Operator. Upon termination of this Agreement, Operator, at its option, may abandon all equipment located on the Property, provided the Operator shall in any event be required to remove any HEADEND placed on Owner's Property at Operator's expense.

5. Miscellaneous. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties concerning such matters. Paragraph headings shall not be used in constructing this Agreement. Nothing contained herein shall be deemed to create a joint venture or partnership between the parties. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver or default or modification of this Agreement or shall prevent any right by the first party while the other continues to be so in default. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.