

thereof has been approved by Licensor or Licensor's representative. It is agreed that the facilities installed by TeleCable in the Project or elsewhere on the Property shall be and remain the sole and exclusive property of TeleCable and shall be treated as personal property of TeleCable for all purposes.

3. All agreements with respect to CATV and Pay TV service shall be between TeleCable and its customers; and TeleCable shall indemnify Licensor from, and forever save Licensor harmless against, any liability or injury to or death of any person or persons whomsoever or damage to any property whatsoever, arising from or growing out of the exercise of the rights granted TeleCable hereunder.

4. TeleCable shall, after doing any work in connection with the installation or maintenance of any of the facilities, promptly repair any damage to the property resulting from such work or other exercise of its rights.

5. Licensor reserves the right to grant other licenses or easements which do not interfere with TeleCable's rights under this license.

6. The License herein granted shall remain in effect and may not be terminated by Licensor unless and until the Project is destroyed or demolished; provided, however, that in the event of any partial destruction, partial demolition, remodeling or alteration of the Project nothing herein shall prevent Licensor from taking such action as it may deem appropriate to remodel, repair, replace or reconstruct all or any portion of the Project without compensating TeleCable for any loss sustained by it as a result of any of the foregoing.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF Licensor and TeleCable has caused this Agreement to be executed and attested by their proper officers, each representing unto the other, their authority to do so:

LICENSOR: McDavid Associates
B. Donnelly

By J. B. Lee
President
Managing Partner

ATTEST: Shirley H. Ashew
Secretary
Witness
John Marsh

TeleCable of Greenville, Inc.

ATTEST: [Signature]

By J. S. Key
Vice President

0768

4328 RV-2