

FILED  
GREENVILLE CO. S.C.  
NOT TO BE USED FOR SECOND TIER BASIC OR PAY TV\*\*  
OCT 25 2 08 PM '81  
BOOK 1157 PAGE 308

DONNE S. TANKERSLEY

THIS LICENSE AND AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by and between TeleCable of Greenville, a South Carolina corporation (hereinafter called "TeleCable") and Greenville Enterprises Inc. (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 motel or hotel known and designated as Howard Johnson Motel, (the "Motel"), located on the property ("Owner's property") described on "Exhibit A" hereto; and

C. Owner desires TeleCable to furnish a CATV signal to television receivers in the Motel;

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to all of the terms and conditions herein, TeleCable shall install, operate and maintain such tower, antenna, cable, junction boxes, amplifiers and other equipment (the "facilities") as it shall deem necessary in order to provide to television receivers in the Motel as good a CATV signal (the "signal") as is feasible under the circumstances of installation.

2. TeleCable shall furnish the signal as soon as feasible after execution of this Agreement; provided, however, TeleCable shall have no liability for failure to provide the signal or its services, in whole or in part, except that if TeleCable does not furnish the signal for more than forty-eight (48) hours due to its own fault or neglect, then Owner shall be entitled to a refund of any unearned portion of the monthly fee. TeleCable shall not be liable for any damage or loss resulting from any interruption of the signal due to strike, stoppage of labor, riot, fire, accident, power failure, channel dislocation, order of any court or other governmental authority, Act of God, or other cause beyond TeleCable's reasonable control, and not attributable to its neglect.

3. For its services in providing the signal TeleCable shall be paid an initial installation fee of \$ 0, and a monthly charge as set out below for its normal services:

Rooms 1-30 @ 2.25 = 67.50

Rooms 31-50 @ 2.00 = 40.00

Rooms 50-92 @ 1.75 = 73.50

Total = 181.00 per month

11.00 PER ROOM - 6.00

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