

APPENDIX A

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THIS LICENSE is made this 31 day of MARCH, 1980,
by and between TELECABLE OF GREENVILLE, a SOUTH CAROLINA
corporation (hereinafter called "TeleCable") and WOODWIND
LTD. PARTNERSHIP (hereinafter called "Owner").

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WITNESSETH:

PREMISES: WERSLEY

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 WOODWIND APARTMENTS, (the
"Apartments"), 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 Apartment ("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 Apartment 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 Apartment
in order to provide CATV and Pay TV services to tenants in the Apart-
ment. TeleCable shall have the right to enter the Apartment 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 PM to enter the Apartment to solicit new customers.

2. Prior to TeleCable's installing any facilities on Owner's
property, TeleCable shall discuss with Owner, or Owner's representa-
tive, 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

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