

3. All agreements with respect to CATV and Pay TV service shall be between TeleCable and its customers; and TeleCable shall indemnify Owner from, and forever save Owner 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 Owner's property resulting from such work or other exercise of its rights.

5. Owner 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 Owner 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 Owner 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.

WITNESS the following signatures and seals:

HAYWOOD Crossing Co (SEAL)
by HAYWOOD HALLING General Partner
By [Signature]
General Partner
TELECABLE OF Greenville, Inc.

ATTEST: John B. Kitterman
John Marsh

ATTEST: [Signature]

By J. S. Key
Vice President

(CONTINUED ON NEXT PAGE)

0 7 5 9

4328 RV-2