



SATELLITE T.V. EASEMENT AND AGREEMENT

STATE OF South Carolina

COUNTY OF: Greenville

THIS AGREEMENT is made on July 19, 1983, between UNIVERSAL CABLE SERVICES, a North Carolina general partnership, with its principal office in Charlotte, North Carolina, (hereinafter "Operator"), and U. S. Shelter Corporation (hereinafter "Owner").

WITNESSETH THAT:

WHEREAS, Owner owns a certain 172 unit Apartment Project located in Greenville, South Carolina and known as Orchard Park Apartments, more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter "Property").

WHEREAS, Operator desires to provide pay television programming on a subscription basis to the residents of the Property by means of a satellite receive-only earth station and tower with UHF and VHF antennas (hereinafter "HEADEND") located on the Property or another Property in the same proximity and with the construction of a cable television distribution system (hereinafter "CATV") which Operator will install, own and operate on the Property; and

WHEREAS, Owner desires that such HEADEND be made available to the residents of the Property by means of interfacing to the CATV to form the service (hereinafter "Service").

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, it is agreed as follows:

1.1 Exclusive Right. Operator shall have the exclusive irrevocable right to provide satellite or any other type of pay television programming to the Property for the term of this Agreement. Also included would be any cable-delivered security, smoke and fire detection, energy management, data access and retrieval features Operator may offer to residents of the Project in the future. This includes exclusive use and access to any and all portions of any existing Master Television Antenna system located on the Property and any and all future additions thereto. Operator shall submit to the Owner the final plans and specifications for Owner's approval, with approval not to be unreasonably withheld, with respect to improvements to the Property required for expanded cable-delivered services. Rates and fees charged for such cable-delivered expanded services shall be reasonable and conform to industry standards.

1.2 Right to Use of Property. In the event and for as long as the operator elects to utilize a HEADEND on Owner's Property as the means to deliver the pay television programming, Operator shall have the right, easement and license to use and occupancy of approximately 500 square feet of the Property at the site of any existing MATV headend or at a site mutually acceptable to Operator and Owner for the location of the HEADEND. Approval of Owner for HEADEND location shall be evidenced by a letter and initialed map showing location of HEADEND. Also the Operator will have the non-exclusive right of access to all areas of the Property as may be reasonably necessary to install, maintain and repair other associated equipment. Where possible and with Owner's approval, climate controlled space for the HEADEND electronics will be provided and maintained (to include electricity) in the vicinity of the site without charge to the Operator. Operator use and occupancy of the Property shall not interfere with or hinder the operation of the Property for its primary purpose of providing habitation and related amenities to residents. Owner shall cooperate with Operator in Earth Station site preparation, allowing access to Owner's Property for the movement of trees, shrubbery, fences, or other activities as may be necessary for installation. Operator shall conduct such site preparation, including movement of trees, shrubbery, fences, etc., at its expense, and shall secure lien waivers from any third party involved in such work. Operator shall also secure lien waivers from parties who perform services or provide materials used in the installation of the Service. After installation, Operator