

Record

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THIS LICENSE AND AGREEMENT is made this 12th day of February, 1980, by and between TeleCable of Greenville, a South Carolina corporation (hereinafter called "TeleCable") and Honey's Enterprises, Inc. (hereinafter called "Owner").

WITNESSETH:

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GREENVILLE CO. S. C.

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- PREMISES:
- A. As part of its general business, TeleCable owns and operates Cable Television system in the County of Greenville, South Carolina;
 - B. Owner is the owner of the Motor Inn and designated as Sheraton Palmetto Inn, Greenville, (the "Motor Inn"), located on the property (Owner's property) described on "Exhibit A" hereto; and
 - C. Owner desires TeleCable to furnish a CATV signal to guests in the Motor Inn;

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 guests in the Motor Inn 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 \$0.00, and a monthly charge as set out below for its normal services:

Outlets	1-50	\$1.75 each	\$87.50
	51-100	\$1.50 each	\$75.00
	101-	\$1.25 each	\$70.00
			<u>\$232.50</u>

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