

the facilities installed by TeleCable in the Apartment or elsewhere on Owner's property shall be and remain the sole and exclusive property of TeleCable and shall be treated as personal property of TeleCable for all purposes.

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 Apartment is destroyed or demolished; provided, however, that in the event of any partial destruction, partial demolition, remodeling or alteration of the Apartment 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 Apartment 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:

ATTEST: Brenda Stephenson

John Marsh

ATTEST: [Signature]

ATTEST: John Marsh

Upper Mountain Apts (SEAL)

By Billy P. Shadwich

TELECABLE OF Greenville, Inc

By J. S. Key
Vice President

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