

AGREEMENT FOR TRANSMISSION
OF PREMIUM TELEVISION PROGRAMMING
TO HOTELS AND MOTELS

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THIS AGREEMENT, made this ^{GREENVILLE} 29TH day of ^{11 20TH WILEY} AUGUST, 1984, by and between
TELE CABLE OF GREENVILLE, INC., a SOUTH CAROLINA corporation
(hereinafter referred to as "Company"), and HOLIDAY INN #1 (PLEASANTBURG DR) (hereinafter referred to as "Subscriber");

PREMISES:

A. Company is now, or will in the immediate future be, providing basic cable television service to Subscriber, and in connection with the provision of such service has installed or will install the facilities necessary for Subscriber to receive the basic cable television service; and

B. Company also provides premium cable television services, including the transmission of feature films, and other programming (hereinafter referred to as the "Programming") to customers in a service area in which Subscriber owns and/or operates one or more hotels or motels; and

C. The Programming is provided to Company from time to time by such companies as Home Box Office, Inc., Showtime and The Movie Channel (the company supplying the Programming at a specific time being hereinafter referred to as the "Program Supplier"); and

D. Company desires to sell such premium cable television service consisting of the Programming to Subscriber, and Subscriber desires to purchase such premium cable television service consisting of the Programming from Company for one or more of the hotels or motels which Subscriber owns and/or operates, all in accordance with the terms, conditions and provisions set forth below:

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual promises and obligations set forth below, and other good and valuable considerations, the receipt of which is hereby acknowledged, Company and Subscriber agree as follows:

1. (a) Subscriber hereby requests that Company apply to the Program Supplier for the right to transmit the Programming to the hotels or motels which Subscriber owns and/or operates as listed on Schedule A (hereinafter whether singular or plural referred to as "Hotel") under the terms, conditions, and provisions of this Agreement. Within a reasonable time after the execution of this Agreement, Company shall apply to the Program Supplier for the right to transmit the Programming to Hotel pursuant to this Agreement. At the request of Company, Subscriber shall provide Company with all information which Company may reasonably request including, without limitation, the following: the name, location and manager or proprietor of Hotel, the total number of guest rooms in Hotel which are available for temporary or permanent occupancy (hereinafter referred to as "Rooms") and the actual average daily number of occupied Rooms in Hotel during the preceding fiscal or calendar year of operation or, in the event that Hotel has been in operation for less than one (1) full year, the projected average daily number of occupied Rooms in Hotel during its first year of operation. Within sixty (60) days following the end of each of Subscriber's fiscal or calendar years during the term of this Agreement, or any extension or extensions thereof, Subscriber shall furnish Company with the average daily number of occupied Rooms in Hotel for the preceding fiscal or calendar year. At the request of Company, Subscriber shall at its expense have its independent public accountants, or independent public accountants of its choosing, certify in a letter addressed to Company the accuracy and completeness of any information, including, without limitation, the total number of Rooms in Hotel and the average daily number of occupied Rooms in Hotel for any fiscal or calendar year, or portion thereof. In addition, if any subsequent event(s) render(s) any of the information which Subscriber supplies to Company under this paragraph incomplete or inaccurate in any particular, Subscriber shall promptly provide Company with complete and accurate information in lieu of the information previously provided without the necessity of any request by Company.

(b) Subscriber acknowledges and understands that the Program Supplier, in its sole and absolute discretion, may refuse to permit Company to provide Subscriber with the Programming for any or no reason

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