

performance of any of the terms, conditions and provisions herein contained and binding upon Company, and such default shall not be remedied within thirty (30) days after written notice thereof shall have been given by Subscriber to Company, Subscriber may terminate this Agreement by giving written notice to Company.

11. Any notice, approval, consent, waiver or other communication given or required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been received by a party (a) when it has been delivered in person at the address of such party set forth on Schedule A; or (b) three (3) days after it has been posted in the certified mail of the United States and addressed to the other party at the address of such party set forth on Schedule A; or (c) when it has been transmitted by private wire prepaid to the other party at the address of such party set forth on Schedule A. By written notice to the other party at the address set forth on Schedule A or the address most recently supplied in accordance with the provisions of this paragraph, either party to this Agreement shall have the right to supply the other party with a new or different address in lieu of the address for that party set forth on Schedule A or the address most recently supplied, and such new or different address shall be effective for all purposes from the date on which such notice of change of address shall be deemed to have been received by the other party under this paragraph.

12. The laws (including, without limitation, all laws which relate to the conflict of laws) of the Commonwealth of Virginia shall govern the rights and obligations of the parties under this Agreement and the interpretation of this Agreement; provided, however, the rights and obligations of the parties to this Agreement shall be subject to any applicable laws, rules, regulations and orders of any public body or authority which has jurisdiction over any part of the subject matter of this Agreement including, without limitation, the Federal Communications Commission.

13. This Agreement embodies the full and complete understanding between Company and Subscriber with respect to the subject matter hereof and this Agreement supersedes any and all previous written or oral agreements and negotiations between the parties with respect to such subject matter. Each party acknowledges that it is entering into this Agreement in reliance only upon the representations herein contained and the consideration and obligations herein provided, and not upon any representations, consideration or obligation not specifically set forth herein. This Agreement may not be amended, nor any of its provisions waived, except by writing executed by the party against whom such amendment or waiver is sought to be enforced.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

COMPANY

By Holiday Inn

SUBSCRIBER

X By HOLIDAY INN # I  
Joe Pittman  
DIRECTOR OF OPERATIONS

WITNESS:

Linda Reid

Ronald A. Muen

Company: TeleCable of Greenville, Inc.

By: J. S. Kay  
Vice President

Witness: Kelen B. Standley  
Rita Alfaro

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