

Summit Cable Services, P.O. Box 2954, WS, N.C. 27102

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NORTH CAROLINA)
FORSYTH COUNTY)

CATV INSTALLATION AND
SERVICE AGREEMENT

THIS IS AN AGREEMENT, made and entered into this 16 day of Feb., 1982, by and between SUMMIT CABLE SERVICES OF FORSYTH COUNTY, INC., a North Carolina corporation hereinafter referred to as SUMMIT; and B & B Enterprises (a partnership, proprietorship, corporation, association) of Groff County, North Carolina, hereinafter referred to as OWNER.

W I T N E S S E T H:

WHEREAS, OWNER has record title to and is both legal and beneficial owner of the property described in Deed Book 983 Page 543, Forsyth County Registry, Robert A. Jones has been constructed, consisting of 12 units in 3 buildings; and

WHEREAS, OWNER desires that SUMMIT install, erect and maintain on the property hereinabove described all wiring, cable, conductors, conduits, amplifiers, appliances, antennas, attachments and such other devices as may be necessary for the furnishing of SUMMIT's CATV services (as defined by the Federal Communications Commission) to the apartment/condominiums hereafter referred to as units on the above-described premises:

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

(1) SUMMIT will install and maintain wires and related facilities on the above-referenced premises so as to provide all the units therein (as the same are now or may hereafter be constituted) with the capability of receiving CATV services. The actual contracting for the Services shall be with the individual unit tenant, who shall solely be responsible for payment of CATV connection and service fees. The OWNER will either designate outlets in each unit to be used for the acceptance of cablevision signals (in which SUMMIT shall be responsible for maintaining such outlets from tenant to tenant, i.e. when one tenant vacates and another moves into any particular unit) or landlord may let tenant choose outlet locations (in which case landlord shall be responsible for any costs incurred in rearranging outlets from tenant to tenant in any given unit.

(2) SUMMIT will repair all loss or damage to facilities and equipment except such as may be caused by the negligence or intentional act of OWNER, its tenants, agents or employees; provided, however, that OWNER shall be responsible for the acts of its contractors and other workmen to the extent that there is damage or loss of or to SUMMIT's wiring, cable, conductors, conduits, amplifiers, antennas, attachments and other devices not the result of the actions and negligence of SUMMIT, its agents, contractors and workmen and OWNER shall require such contractors and other workmen to reimburse SUMMIT for the reasonable costs of repairing and replacing any damage to such facilities and equipment by the said contractors or workmen within thirty (30) days

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from the occurrence of such damage and upon proper notification from SUMMIT that such damage has occurred and identification by SUMMIT of the offending contractor or workman. Upon default in such obligation by its contractors and workmen, OWNER agrees to reimburse and indemnify SUMMIT for the reasonable costs of repair or replacement to its equipment and facilities.

(3) Damage to OWNER's property resulting directly from negligent installation or maintenance of SUMMIT's equipment and facilities shall be promptly repaired by SUMMIT. In no event shall SUMMIT be responsible for any incidental or consequential damages resulting directly or indirectly from installation of its facilities or equipment.

(4) OWNER acknowledges and agrees that all wires, transformers, cable, connectors, conductors, conduits, amplifiers, antennas, appliances, attachments and other devices necessary and appurtenant to the installation of SUMMIT's CATV service to the property shall be and remain the sole and exclusive property of SUMMIT and to the extent that the same so not now belong to SUMMIT shall upon the execution of this agreement become the property of SUMMIT. In the event of the termination of this agreement, SUMMIT may enter the premises with OWNER's permission or by legal process provided that such entry is exercised at a reasonable time and hour and remove its facilities and equipment as above-described. SUMMIT will repair all damage to OWNER's property brought about through removal of its equipment and facilities.

(5) Filing by or against OWNER of a bankruptcy proceeding, the commencement of insolvency proceedings, the assignment for the benefit of creditors, levy or execution or attachment of OWNER's property, or any of the foregoing shall constitute default under this agreement which shall entitle SUMMIT at its sole option to terminate the agreement with ten (10) days written notice and to disconnect its service and remove its facilities and equipment as provided above.

(6) Once prewire is complete, as instructed by OWNER or OWNER's agent, SUMMIT will not be required to relocate outlets or install additional outlets at the request of each individual tenant, except where OWNER specifically permits such choice by any tenant in which case the provisions of paragraph (1) hereinabove shall become applicable.

(7) OWNER hereby grants to SUMMIT whatever easements may be required for routing its facilities from public and private rights-of-way to the premises. SUMMIT will provide OWNER's representative with a map showing the route to be followed by the underground portions of the CATV distribution system and agree that either may record this instrument, evidencing the conveyance of easement rights by this paragraph, such recording to be in the Public Registry of Forsyth County.

(8) In order to reduce the probability of damage to the underground CATV distribution system by grading or landscaping machinery no cable will be buried until landscaping along the approved route is completed. SUMMIT will rake and seed the area along the approved route after the cable is buried and will place straw over the seeded area. No landscaping shall be required of SUMMIT other than the aforementioned raking, seeding and laying of straw over the filled trench.

(9) OWNER and its agents agree to cooperate with SUMMIT to prevent the theft of service by the tenants, recognizing that such theft is a violation of North Carolina law and of local ordinances.

(10) SUMMIT will have the right to go on the premises at all reasonable times to inspect, service, repair or modify its equipment and facilities including underground wiring; however, SUMMIT personnel will not bury additional underground cable or cut paved areas without the permission of OWNER's representative.

(11) This agreement, its obligations, covenants and conditions will be binding on the parties hereto, their heirs, successors and assigns. It is understood and agreed that the intent of this agreement is to express the fact SUMMIT shall be the exclusive supplier of CATV, PAY TV, and/or MATV services in the described property. Any system subsequently installed or acquired by SUMMIT pursuant to authority and specifications hereinabove set out the same shall belong to SUMMIT.

Previously existing CATV, PAY TV, and/or MATV systems shall remain the sole property of the owner of record unless acquired by Summit or others but in no event shall such preexisting system remain operational for the providing of CATV, PAY TV and/or MATV services following the date when SUMMIT's system as described herein becomes operational.

(12) Special Conditions: _____

IN WITNESS WHEREOF, this agreement has been duly executed by the parties as of the day and year first above written.

B+B Enterprises
By: Ted Berger
Its: President

SUMMIT CABLE SERVICES OF
FORSYTH COUNTY, INC.
By: W. J. Hamlett 3/22/82
Its: Executive Vice President
Cable Division

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NORTH CAROLINA Guilford COUNTY.

I, Wanda G. Lee, a Notary Public of Guilford County, North Carolina, certify that Paul Berger, President of BB Enterprises, personally appeared before me this 2nd day of March, 1982 and acknowledged the due execution of the foregoing instrument for and on behalf of said business.

I do certify that I am not a party to the attached instrument.

WITNESS my hand and official seal, this 2nd day of March, 1982.



Wanda G. Lee
Notary Public

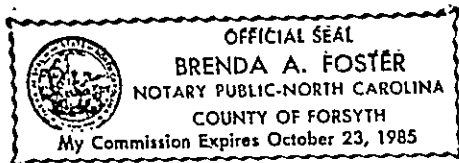
My commission expires April 24, 1985

NORTH CAROLINA Forsyth COUNTY

This 22 day of March, 1982, personally came before me, Notary Public, D.W. Hamilton, Executive Vice President of the Summit Cable Services of Forsyth Co and that said writing was signed by him in behalf of said corporation by its authority duly given. And the said D.W. Hamilton acknowledged the said writing to be the act and deed of said corporation.

I do certify that I am not a party to the attached instrument.

Witness my hand and official seal, this 22 day of March, 1982.



Brenda A. Foster
Notary Public

My commission expires 10/23/85

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate s of Wanda G. Lee NP Guilford Co. NC
+ Brenda A. Foster NP Forsyth Co. NC (here give name and official title of the officer signing the certificate. passed upon)

is (are) certified to be correct. This the 31 day of March, 1982.

Probate fee \$1.00 paid.

PRESENTED FOR
REGISTRATION
RECORDED

Eunice Ayers, Register of Deeds

By Crystal Chung Deputy-Assistant

MAR 31 9 41 AM '82

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CO., N.C.

\$8.50 per se

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