

## LAND LEASE

THIS LAND LEASE (this "Lease") is made and entered into by and between Landlord and Tenant (as described in Section 1.1 below). Landlord and Tenant hereby agree as follows:

### ARTICLE 1 -- BASIC LEASE INFORMATION

1.1 Defined Terms. In addition to the terms which are defined elsewhere in this Lease, the following terms shall have the following meanings:

- (a) LANDLORD: City of Crossville
- (b) LANDLORD'S ADDRESS: 392 N. Main Street, Crossville, TN 38555
- (c) TENANT: Rifkin Acquisition Partners, LLC
- (d) TENANT'S ADDRESS: c/o DTZ Americas, Inc.  
6399 S. Fiddlers Green Circle  
Suite 600  
Greenwood Village, Colorado 80111  
Attn: Charter Lease Administration  
File # TN 0109
- (e) PREMISES: The property legally described on Exhibit A attached hereto, and located at 906 Webb Avenue Crossville, TN 38555 together with any other portion of land necessary to run cable, utility and other communications lines from a public right-of-way to the Land.
- (f) PERMITTED USE: The Land may be used for Tenant's cable and telecommunications business and for purposes incidental thereto.
- (g) TERM: Five (5) years, beginning on the Commencement Date and expiring on the Expiration Date.
- (h) COMMENCEMENT DATE: August 7, 2014
- (i) EXPIRATION DATE: August 31, 2019
- (j) MONTHLY RENT: \$200.00 per month with 3% increases per year.
- (k) BROKER: DTZ Americas, Inc.
- (l) RENEWAL TERMS: Three (3) renewal terms of five (5) years each.

1.2 Exhibits. The following exhibits are attached to this Lease and are made part of this Lease:

Exhibit A: Legal Description of the Land  
Exhibit B: Depiction of the Premises

## ARTICLE 2 -- AGREEMENT AND USE

2.1 Lease. Landlord hereby demises and leases to Tenant the Land, and Tenant leases the Land from Landlord, according to the terms and conditions of this Lease.

2.2 Use. Tenant shall use the Land only for the Permitted Use. Tenant shall not allow the Land to be used for any unlawful purposes. Tenant shall have the right to make any alterations, additions or improvements (collectively, the "Improvements") to the Land as Tenant shall desire; provided, however, that Tenant will not make or allow to be made any Improvements upon or under the Land that violate any applicable law. Any Improvements constructed, placed or maintained upon or under any part of the Land shall be and remain during the Term, including any Renewal Terms, the property of Tenant or Tenant's successors or assigns. Tenant shall have the right to remove any such Improvements from the Land upon expiration or earlier termination of this Lease, but shall not be required to do so. Tenant will maintain any Improvements constructed by Tenant and keep such Improvements in good repair; provided, however, that Tenant shall have no obligation to make any such repairs or replacements during the last 180 days of the Term. Tenant will keep the Land free from all trash, debris, and waste. Landlord will provide Tenant with vehicular access to the Land 24 hours per day, seven days a week, 365 days a year.

2.3 Interference. Landlord will not construct or install nor permit the construction or installation by third parties of improvements or equipment on land owned by Landlord located in the vicinity of the Land that interferes with the operation of the Improvements or Tenant's equipment. Tenant shall have the right to clear trees or other vegetation from the Land or land owned by Landlord located near the Land that interferes with the operation of the Improvements or Tenant's equipment.

2.4 Term. The duration of the Lease shall be the Term. The Term will commence on the Commencement Date and will expire on the Expiration Date.

## ARTICLE 3 -- RENT, TAXES, AND OPERATING EXPENSES

3.1 Rent. Tenant shall pay Monthly Rent to Landlord as rent for the Land. Monthly Rent will be paid in advance, at Landlord's Address, on or before the first day of each calendar month of the Term, without written notice or demand. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Monthly Rent will be appropriately prorated based on the actual number of days in that month.

3.2 Taxes. Landlord will pay when due all real property taxes and assessments assessed, levied, or imposed during the Term on the Land. Tenant will pay when due all personal property taxes on Tenant's personal property on the Land.

## ARTICLE 4

### ARTICLE 5 -- INSURANCE AND INDEMNITY

5.1 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance in the amounts specified below:

(a) Commercial general liability insurance with an occurrence limit of not less than \$1,000,000; and

(b) Insurance covering all of Tenant's equipment, any other personal property owned by Tenant and located on or about the Land, and any Improvements to the Land, in an amount not less than \$100,000. Tenant will be entitled to any proceeds resulting from damage to the Improvements, Tenant's equipment and other personal property.

Upon Landlord's written request, Tenant shall furnish Landlord with a certificate of insurance evidencing such coverages.

5.2 Self-Insurance. Tenant's obligations under this Article 4 may be satisfied through a program of self-insurance.

#### 5.3 Indemnification, Waiver, and Release.

(a) Tenant's Indemnification. Except in cases of negligence or intentional misconduct of Landlord, its employees or agents, Tenant will indemnify and hold harmless Landlord, its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) which arise out of or relate to: (1) the use or occupancy or manner of use or occupancy of the Land by Tenant or any person claiming under Tenant; (2) any activity, work, or thing done or permitted by Tenant in or about the Land; or (3) any injury, loss or damage to the person, property or business of Tenant, its employees, agents, contractors or any invitees entering upon the Land under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord or its employees or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense with counsel reasonably satisfactory to Landlord.

(b) Landlord's Indemnification. Landlord will indemnify and hold harmless Tenant, its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) which arise out of or relate to: (1) the use or occupancy or manner of use or occupancy of the Land by Landlord or any person claiming under Landlord; (2) any activity, work, or thing done or permitted by Landlord in or about the Land; or (3) any injury, loss or damage to the person, property or business of Landlord, its employees, agents, contractors or any invitees entering upon the Land under the express or implied invitation of Landlord. If any action or proceeding is brought against Tenant or its employees or agents by reason of any such claim for which Landlord has indemnified Tenant, Landlord, upon written

notice from Tenant, will defend the same at Landlord's expense with counsel reasonably satisfactory to Tenant.

(c) In no event shall either party be liable for incidental, consequential, indirect or special damages of any kind, including but not limited to any loss of use, loss of business, or loss of profit.

#### ARTICLE 6 -- END OF THE TERM

6.1 Surrender. Tenant shall have the right, but not the obligation, for 60 days after the expiration or termination of this Lease, to remove any or all of the Improvements constructed or installed pursuant to this Lease. If Tenant fails to remove all or any portion of Tenant's equipment or the Improvements from the Land within 60 days after the expiration or termination of this Lease, then the same shall revert to and become the property of Landlord in its "AS-IS" present condition, without any representations, warranties, costs or liabilities of any kind whatsoever by or against Tenant or the necessity of further documentation or of payment by Landlord therefor, and Tenant shall have no further liability with regard to those Improvements or Tenant's equipment remaining on the Land. Tenant's rights under this section shall survive the expiration or other termination of this Lease.

6.2 Holdover. If, after expiration of this Lease, Tenant remains in possession of the Land and continues to pay rent without a written agreement as to such possession, then such tenancy will be regarded as a month to month tenancy, terminable by either party upon 30 days' notice to the other, at a monthly rental, payable in advance, equivalent to the last Monthly Rent paid under this Lease, and subject to all the terms and conditions of this Lease.

#### ARTICLE 7 -- DEFAULT

7.1 Events of Default by Tenant. The occurrence of any one of the following events shall constitute an "Event of Default" hereunder by Tenant:

(a) The failure by Tenant to make any payment required to be made by Tenant hereunder within 15 days after written notice from Landlord of such failure.

(b) Unless otherwise specifically noted in this Lease, the failure by Tenant to observe or perform any of the covenants or other provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of 30 days after notice thereof from Landlord to Tenant; provided that if the nature of Tenant's default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

#### 7.2 Remedies of Landlord.

(a) On the occurrence of an Event of Default, Landlord shall have the following rights:

(1) To terminate this Lease, in which case Tenant's right to possession of the Land will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term.

(2) To lawfully reenter and take possession of the Land, expel Tenant and remove the effects of Tenant, using such force for such purposes as may be reasonable. In such case, Landlord shall use reasonable efforts to relet the Land for the account of Tenant on market conditions and terms, and Landlord may collect and receive the rent. Tenant will pay to Landlord Monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Land after deducting all of Landlord's reasonable expenses in connection with such reletting.

(3) To cure any Event of Default and to charge Tenant for the cost of effecting such cure, provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

(b) Upon any Event of Default hereunder by Tenant, Landlord shall be required to use commercially reasonable efforts to mitigate its damages.

7.3 Event of Default by Landlord. In the event of any default by Landlord in the performance of its obligations under this Lease, Tenant will deliver to Landlord written notice of such default. If Landlord fails to cure such default within three business days after receipt of written notice of such default (the "Cure Period"), Tenant shall have the right, in its sole discretion, to exercise such self-help measures as may be reasonably necessary to cure Landlord's default. Any costs and expenses incurred by Tenant to cure such default shall, at its option, be: (a) reimbursed by Landlord upon demand or, (b) offset against Monthly Rent. Whether or not Tenant exercises its self-help right, Monthly Rent shall be abated from the date following expiration of the Cure Period until the date the specified default is cured by Landlord

7.4 Remedies Not Exclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or at law or in equity.

## ARTICLE 8 -- GENERAL

8.1 Quiet Enjoyment. So long as Tenant performs all covenants and obligations contained in this Lease, Landlord warrants quiet enjoyment of the Land by Tenant; provided that Landlord, its agents or representatives, and any other person authorized by Landlord, may enter upon the Land upon reasonable notice for the purpose of inspecting the Land and to exhibit the Land to prospective purchasers or lenders.

### 8.2 Liens.

(a) Tenant will keep the Land free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under Tenant.

(b) In no event shall Landlord have the right to place a lien, whether statutory, consensual or otherwise, and whether pre-judgment or post-judgment, on any Improvements,

furniture, trade fixtures, signage, equipment, wiring, systems and other personal property of Tenant located on or about the Land.

8.3 Environmental Matters.

(a) Tenant's Obligations.

(1) Tenant will not cause or affirmatively allow the storage, treatment or disposal of any Hazardous Materials in, on, or about the Land by Tenant, its agents, employees or contractors in violation of Environmental Laws. Tenant will not affirmatively allow the Land to be used or operated in a manner that causes the Land or any part of the Land to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

(2) Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents and employees harmless from and against all direct claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this section.

(3) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's introduction of Hazardous Materials to the Land. Tenant's obligations under this section shall survive the expiration or other termination of this Lease.

(b) Landlord's Obligations.

(1) Landlord hereby represents and warrants to Tenant that:

(A) The Land is not contaminated by any Hazardous Materials;

(B) No portion of the Land is being used for the treatment, storage, or disposal of any Hazardous Waste;

(C) No Hazardous Materials are being used, generated, or disposed of on or about the Land except in compliance with all applicable Environmental Laws; and

(D) The Land is not on any governmental list of contaminated properties, nor is any investigation, administrative order or notice, consent order, or agreement for litigation in existence or anticipated with respect to the Land.

(2) Landlord covenants that, during the Term of this Lease, it will not cause or permit the treatment, storage, or disposal of any Hazardous Waste in, on or about any part of the Land by Landlord, its agents, employees, or contractors, and it will permit the

introduction of other Hazardous Materials to the property only in compliance with all Environmental Laws.

(3) Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against all direct claims, costs, liabilities and penalties, including attorney's fees and costs arising out of or in connection with Landlord's breach of its obligation under this subsection (b). Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, liabilities and penalties, including attorney's fees and costs, arising out of or in connection with the removal, CERCLA or other cleanup, or restoration of the Land, except for any cleanup caused by Tenant's introduction of Hazardous Materials to the Land. Landlord's obligations under this subsection (b) will survive the expiration or other termination of this Lease.

(4) If removal, cleanup or restoration work materially interferes with Tenant's use of the Land for a period in excess of three days then, without limiting Tenant's other available rights and remedies, Tenant may terminate this Lease without penalty, upon notice to Landlord, such termination to be effective as of the termination date specified in such notice.

(c) Definitions. "Hazardous Materials" means asbestos, petroleum products, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. Sections 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. Sections 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. Section 651, et seq.; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").

7.4 Assignment and Subletting. Except as set forth herein, Tenant will not sublease all or a part of the Land, and will not assign this Lease or any interest in this Lease, without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned, or delayed. If Landlord does not consent or object in writing to such proposed sublease or assignment within 10 days after its receipt of Tenant's request for consent, Landlord's consent shall be deemed given. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to sublet all or a portion of the Land or to assign this Lease, without Landlord's consent, to any of Tenant's Affiliates (as defined below) or to any Communications Purchaser (as defined below). Any such subtenant or assignee shall have a similar right to sublet or assign this Lease, without Landlord's consent, to any of Tenant's Affiliates or to any Communications Purchasers. As used herein, "Tenant's Affiliates" means any corporation or other entity that controls, is controlled by, or is under common control with, Tenant, or any corporation or other entity that results from a merger or consolidation with Tenant. As used herein, "Communications Purchaser" means any purchaser of all or a portion of the communications systems, equipment or business operations of Tenant or Tenant's Affiliates

located on or related to the Land. Upon any assignment of this Lease as permitted by this section, Tenant shall be relieved of all obligations and liabilities arising hereunder after the date of the assignment. No transfer or assignment of the stock of Tenant, or any ownership interest in Tenant, whether by sale, merger, exchange or other means, shall constitute an assignment of this Lease.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, without Landlord's consent, to grant another company or entity (the "Co-locator") to collocate antennas or other equipment on, about, in or around Tenant's facilities on the Land.

8.5 Binding Effect. This Lease will bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, administrators and assigns, except as otherwise provided in this Lease.

#### 7.6 Notices.

(a) All notices and other communications required or permitted under this Lease shall be in writing and shall be given by via (1) United States first class mail, postage prepaid, registered or certified, return receipt requested, (2) deposit with any nationally recognized overnight carrier that routinely issues receipts or (3) by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in Section 1.1.

(b) Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

8.7 Tenant's Name. Landlord is prohibited from using Tenant's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Tenant's prior written consent.

8.8 Time of the Essence. Time is of the essence for each and every provision of this Lease.

8.9 No Waiver. The waiver by either Landlord or Tenant of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

8.10 Disputes. (a) Any claim, controversy or dispute arising out of or relating to this Lease, or the breach thereof, shall be resolved fully and finally by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Lease shall control. This arbitration provision shall not limit the right of Landlord prior to or during any such dispute to seek, use, and employ ancillary, or preliminary or permanent rights and/or remedies, judicial or otherwise, for the purposes maintaining the status quo until such time as the



arbitration award is rendered or the dispute is otherwise resolved. Within 10 calendar days of service of a Demand for Arbitration, the parties may agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon, a panel of three arbitrators shall be named. One arbitrator shall be selected by Landlord and one shall be selected by Tenant. A knowledgeable, disinterested and impartial arbitrator shall be selected by the two arbitrators so appointed by the parties. If the arbitrators appointed by the parties cannot agree upon the third arbitrator within 15 business days, then either party may apply to any judge in any court of competent jurisdiction for appointment of the third arbitrator. There shall be no discovery during the arbitration other than the exchange of information that is provided to the arbitrator(s) by the parties. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages, and shall not have the authority to award punitive damages or other non-compensatory damages. The decision of the arbitrator(s) shall be rendered within 60 calendar days after the date of the selection of the arbitrator(s) or within such period as the parties may otherwise agree. Each party shall be responsible for the fees, expenses, and costs incurred by the arbitrator appointed by each party, and the fees, expenses and costs of the third arbitrator (or single arbitrator) shall be borne equally by the parties. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon.

(b) Notwithstanding the foregoing, at Landlord's option, the following claims, controversies or disputes need not be resolved by arbitration: (1) any action by Landlord that seeks repossession of the Land and/or past due and unpaid Monthly Rent or additional rent as part of Landlord's remedy, (2) any action by Landlord seeking an injunction or temporary restraining order, and (3) any action by Landlord seeking any prejudgment remedy. Further, the parties may cancel or terminate this Lease in accordance with its terms and conditions without being required to follow the procedures set forth in this Section.

8.11 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Land except the Broker named in Article 1, if any. Tenant will pay commissions due the Broker.

8.12 Authority. Landlord and Tenant each respectively represent to the other that the party executing this Lease on its behalf is authorized to do so by requisite action of the party to this Lease.

8.13 Governing Law. This Lease will be governed by and construed pursuant to the laws of the state in which the Land is located.

8.14 Entire Agreement; Amendment. This Lease contains the entire agreement between Landlord and Tenant. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

8.15 Ownership of Land; Zoning.

(a) Landlord represents and warrants to Tenant that it owns the Land free and clear of all liens and encumbrances other than those previously disclosed to Tenant in writing. Within 30 days after execution of this Lease, Landlord shall provide Tenant with a current title

report showing the status of title (including all exceptions thereto) to the Land, along with a copy of a survey of the Land. Should Landlord fail to provide such a title report and survey to Tenant within such time period, Tenant shall have the right to terminate this Lease, without penalty, upon notice to Landlord. Landlord shall use best efforts to obtain a nondisturbance agreement, in form and substance reasonably satisfactory to Tenant, from the holder of any mortgage or deed of trust encumbering the Land as of the Commencement Date. Should Landlord fail to provide such a nondisturbance agreement to Tenant within 30 days after the Commencement Date, Tenant shall have the right to terminate this Lease upon notice to Landlord.

(b) Landlord warrants and represents to Tenant that the current zoning of the Land allows Tenant to use the Land for Tenant's intended purposes.

(c) This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust or other lien or encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations and replacements of such Superior Lien, now or after the date of this Lease affecting or placed, charged or enforced against the Land or any interest of Landlord in the Land or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). Notwithstanding the foregoing, such subordination shall not be effective unless the holder of such Superior Lien shall deliver to Tenant a written agreement reasonably satisfactory to Tenant that Tenant's rights under this Lease shall not be disturbed by such holder so long as Tenant has paid all amounts then owing (subject to applicable notice and cure periods) and is otherwise not in default under this Lease. Tenant will execute, acknowledge and deliver to Landlord within 20 days after written demand by Landlord such documents as may be reasonably requested by Landlord or the holder of any Superior Lien to confirm or effect any such subordination, priority, or nondisturbance, provided that any such subordination agreement contains a nondisturbance agreement as set forth above.

8.16 Memorandum of Lease. Upon execution of this Lease, the parties shall execute a Memorandum of Lease, in the form attached hereto as Exhibit B, which Tenant shall then have the right to record in the real property records of the county in which the Land is located.

8.17 Signs. Tenant shall be entitled to install, at its sole cost and expense and in compliance with all applicable laws, signs on the Land containing Tenant's name, logo, and other pertinent business information.

8.18 Condemnation. In the event of a condemnation or other taking by any governmental agency of all or any portion of the Land, Tenant shall have the right to terminate this Lease upon notice to Landlord. Any such condemnation award shall be paid to Landlord, except that Tenant will have the right to assert a claim for moving expenses, business interruption, leasehold improvements paid for by Tenant, and the value of Tenant's unexpired Lease Term.

8.19 Antenna, Satellite Dish, or Other Communications Equipment. Tenant may construct, install, and operate, at Tenant's sole cost and expense, one or more antennae and satellite dishes or other communications equipment on the Land. Tenant shall obtain any and all

permits, consents, or governmental approvals as may be reasonable or necessary for the installation or operation of such communications equipment, antennae or satellite dishes.

8.20 Casualty. If any casualty damage to the Improvements on the Land (a) is such that 50% or more of the Improvements are damaged or rendered substantially unusable by Tenant by reason of law or otherwise, for the use then being made of the Land; (b) is caused by casualty not required to be insured against hereunder; or (c) occurs at a time when there are fewer than 12 months remaining in the Term (including any Renewal Terms for which Tenant has then elected to extend the Term hereunder), Tenant may elect to terminate this Lease. Tenant shall notify Landlord of its election to terminate within 30 days after the occurrence of the fire or other casualty, and this Lease shall terminate upon the giving of such notice; in that event, any rent or other monies paid in advance by Tenant under the terms of this Lease for the period from and after the casualty (or, if later, from and after the date Tenant ceases to conduct its business on the Land as a result of such casualty) shall be refunded by Landlord. In the event of such termination, Tenant shall be entitled to the insurance proceeds related to such casualty and Tenant shall be entitled to any insurance proceeds applicable to the Improvements, Tenant's trade fixtures, equipment and personal property, and any proceeds of Tenant's business interruption insurance. If Tenant does not terminate this Lease, the rent and other charges payable by Tenant hereunder shall, during the period of such repairs, be reduced in proportion to the space not usable during the time of making such repairs.

#### ARTICLE 9 -- EARLY TERMINATION

Tenant will have the right to cancel this Lease at any time for any reason or no reason whatsoever upon 90 days' prior written notice to Landlord ("Tenant's Notice"). Upon Tenant's compliance with the terms of this Article, Section 5.1 of this Lease, and Tenant's payment of all amounts owed to Landlord under this Lease to the date of termination, this Lease will terminate as of the date set forth in Tenant's Notice, and neither Landlord nor Tenant will have any further rights or obligations under this Lease, except with respect to those matters in this Lease which expressly survive the termination of this Lease.

#### ARTICLE 10 -- OPTION TO RENEW

Tenant will have the option to renew the Term of this Lease for three (3) periods of five (5) years each (each a "Renewal Term"), subject to the further provisions of this section. Tenant must exercise the option with respect to each Renewal Term, if at all, by giving notice of exercise ("Tenant's Notice") to Landlord on or before the date that is 90 days prior to the then applicable expiration date. Each Renewal Term will be on the same terms and conditions as this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

LANDLORD:

TENANT:

CITY OF CROSSVILLE

RIFKIN ACQUISITION PARTNERS, LLC  
By: CHARTER COMMUNICATIONS, INC,  
it's Manger

By: \_\_\_\_\_

By: \_\_\_\_\_

Randy Givan, VP-Real Estate

It's: \_\_\_\_\_

Name: \_\_\_\_\_

EXHIBIT A

**Legal Description of the Land**

Beginning at the intersection of the Northern R.O.W. line of Webb Ave. and the eastern R.O.W. of an unnamed street thence North 47 degrees 30 minutes East along the eastern R.O.W. of an unnamed street for a distance of 67.0 feet thence South 41 degrees 30 minutes East for a distance of 65.0 feet, thence South 47 degrees 30 minutes west for a distance of 67.0 feet to the northern R.O.W. line of Webb Ave. thence North 41 degrees 30 minutes West along the northern R.O.W. of Webb Ave. for a distance of 65.0' feet to the beginning.

Being a part of The City of Crossville property as recorded in Deed Book No. 80, Page 442, Register's Office, Cumberland County, Tennessee.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by Kathy Carrington as Vice President-Corporate Services of Charter Communications, Inc., a Delaware corporation as Manager of \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public