

**LEASE AGREEMENT**

**THIS LEASE**, made and entered into as of the 7<sup>th</sup> day of August, 2002, by and between the **City of Crossville**, ("Landlord"), and **Rifkin Acquisition Partners, LLC d/b/a Charter Communications**, ("Tenant").

**WITNESSETH:**

1. **LEASED PREMISES.** Landlord hereby demises and lets unto Tenant, and Tenant hereby leases and hires from Landlord the premises more particularly described in EXHIBIT "A," attached hereto and made a part hereof, and all improvements thereon, both now existing and hereafter constructed ("Leased Premises").

2. **TERM.** The term of this Lease shall commence on the date hereinabove captioned, and shall extend to said month and day two (2) years therefrom. Tenant shall have the right to extend the term of this Lease for five (5) additional terms of two (2) years each on the same terms and conditions as set forth herein by providing written notice of such extension to Landlord at least sixty (60) days prior to the date of the expiration of the initial term of this Lease.

3. **RENT.** Tenant shall pay and Landlord shall accept as rent for the Leased Premises the sum of One Hundred Fifty Dollars (\$150.00) per month during the first year of this Lease. Thereafter, the monthly rental shall be increased annually by the same percentage as that percentage by which the Consumer Price Index (CPI) for All Urban Consumers (All Items) published by the Bureau of Labor Statistics of the United States Department of Labor (1982-1984 = 100) has increased over the previous twelve (12) month period; provided, however, that such increase shall not exceed five percent (5%). The base for this adjustment each successive year shall be the CPI figures published in the then-current year for the same month in which this Lease commences (the "Base Month"). In the event CPI has decreased based upon the comparison of the CPI for the Base Month in the year for which the comparison is made, the monthly rent shall be increased by two percent (2%) over the previous year's monthly rent. In the event that the Bureau of Labor statistics discontinues publishing the CPI, a comparable index will be used as a basis for making the annual rental adjustments. The monthly rent shall be payable, in advance, on or before the fifteenth (15<sup>th</sup>) day of each month during the term of this Lease and any renewal term, without demand and without any set-off whatsoever at Landlord's address specified in this Lease, or to such other address as Landlord may from time to time designate to Tenant.

4. **USE.** The parties hereto understand that Tenant desires to continue its use of the subject real property for purposes related directly or indirectly to the cable communications industry and for communication purposes arising directly or indirectly therefrom. Tenant covenants and agrees that the Leased Premises shall be used for no other purpose than that stated above without Landlord's written consent. The parties further covenant and agree that the rental payments and the Tenant's rights under this Lease shall include a license to place antennas upon that certain water tank located upon and adjacent to the subject real property which water tank is

Renew to 8/16/06  
Renew to 8/1/08

owned by Landlord. Tenant shall be permitted to place not more than twelve (12) antennas on said water tank. However, the installation, maintenance and removal of said antennas shall not interfere in any manner whatsoever with Landlord's communication system or with the operation of said water tank and any and all appurtenances related thereto. Said antennas, if erected or maintained, shall be attached only to the walkway of the water tank and in a manner not to impede the use of said walkway and, further, in a manner that will not cause harm to any person or persons walking or working on or upon said walkway. Upon the removal of said antennas, or any other equipment or items related thereto, Tenant, at its sole expense, shall place said water tank in the same condition as existed prior to the placement or erection of said antennas and related equipment, normal wear and tear excepted.

5. **CONDITION OF PREMISES.** Tenant acknowledges that it has examined and inspected the Leased Premises, is familiar with the physical condition thereof, and finds same suitable for Tenant's purposes. Tenant further acknowledges that Landlord has not made and does not hereby make any representations regarding the physical condition of the Leased Premises and that there are no warranties, either express or implied, regarding the condition of the Leased Premises. Accordingly, Tenant hereby agrees to accept the Leased Premises in their "AS IS" condition.

6. **TAXES.** Landlord covenants and agrees to pay all real estate taxes which are assessed and levied against the Leased Premises during the term hereof. Tenant covenants and agrees to pay all taxes which are imposed upon Tenant's rent, business operation, and all property of Tenant located on or in the Leased Premises.

7. **INSURANCE.**

(a) Tenant covenants and agrees to keep all buildings and improvements located upon the Leased Premises insured under a policy of fire and hazard insurance with extended coverage endorsement in an amount equal to the insurable value of the buildings and improvements.

(b) Tenant covenants and agrees to obtain and keep in force during the term the following insurance coverages:

(i) Comprehensive general liability insurance, with contractual liability endorsement, relating to the Leased Premises with a minimum single limit of Two Million Dollars (\$2,000,000.00);

(ii) Fire and lightning, extended coverage, vandalism and malicious mischief insurance, in an amount adequate to cover the value of all personal property, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments and all contents therein;

(iii) Worker's compensation insurance covering all employees. All of the aforesaid insurance, except for worker's compensation insurance, shall be written in the name of Landlord and Tenant.

(c) Before undertaking any alterations, additions, improvements or construction, Tenant shall obtain at its expense a public liability insurance policy insuring Tenant and Landlord against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in this paragraph 7.

(d) Neither Landlord nor Tenant shall be liable to the other for any damage by fire or other peril includable in the coverage afforded by any insurance policy carried by either party, no matter how caused.

8. **REPAIRS AND MAINTENANCE.** Tenant shall make and pay for all its repairs, maintenance and replacements to the Leased Premises and improvements thereon which are necessary to keep the same in good state of repair and operating order, such as, but not limited to, all fixtures, furnishings, plumbing, equipment, lighting, electrical installations, inside walls, roof, outside walls and floor surfaces within the improvements located on the Leased Premises. Tenant shall mow and maintain the Leased Premises and any surrounding or adjacent property owned by Landlord upon which is located the above described water tank.

9. **DAMAGE.** If at any time the Leased Premises become totally untenable by reason of damage or loss by fire or other casualty, rent shall abate until the Leased Premises shall have been restored to a tenable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Leased Premises. If the Leased Premises are so damaged, but not to the extent that they are untenable, Tenant shall continue to occupy same, or the tenable portion thereof, and rent shall abate proportionately in the ratio that the unusable portion of the improvements bear to the whole. Landlord shall have no responsibility to Tenant for any damage caused by malfunction of, or maintenance to, any of Landlord's equipment, water lines, water tank or items related or appurtenant thereto, which equipment, lines and tank may be located adjacent to Tenant's improvements, nor for any acts done by Landlord's employees in the operation, maintenance or repair of Landlord's water system, except to the extent such damage results from Landlord's negligent or willful misconduct.

10. **ORDINANCES.** The Tenant shall at its own cost and expense promptly observe and keep all laws, rules, orders, zoning ordinances, regulations and requirements applicable to the Leased Premises, or to repairs or alterations thereof, and shall also at its own cost and expense promptly comply with all laws, rules, orders, regulations and requirements of the Board of Fire Underwriters, or of any similarly constituted body.

11. **ALTERATIONS.** Tenant covenants and agrees not to make alterations, changes, additions and improvements to the Leased Premises and to the improvements thereon, without the prior written consent of Landlord, which consent shall not be unreasonably delayed, conditioned or withheld. Prior to the commencement of any such work Tenant shall submit to Landlord for approval plans and specifications therefor and shall cause Landlord's bonding, insurance, and other requirements of the contractor performing such work to be satisfied.

12. **LANDLORD'S RIGHT TO INSPECT.** The Tenant agrees that it will permit the Landlord and its agents to enter the Leased Premises during the Tenant's usual business hours at the Leased Premises.

13. **ASSIGNMENT.** Tenant shall make no assignment of this Lease nor any subletting of the Leased Premises without the prior written consent of Landlord. Notwithstanding the foregoing Tenant may assign its interests in this Lease in whole or in part to an affiliate entity controlling, controlled by or under common control with Tenant without Landlord's consent.

14. **DEFAULT.** Notwithstanding any provision herein to the contrary, in the event Tenant fails to pay any rental hereunder when due or if Tenant defaults in fulfilling any of the other covenants of this Lease, Landlord may give Tenant notice thereof. If such default is not remedied within thirty (30) days following such notice, Landlord shall have the right, without terminating this Lease or Tenant's liability hereunder, to re-enter the Leased Premises and remove all persons and all property therefrom by any suitable action or proceeding of law. In the event any action is brought by Tenant or Landlord to enforce this Lease, or for any breach of any of the terms, covenants or conditions contained in this Lease, the prevailing party shall be entitled to recover the expenses incurred thereby, including but not limited to court costs and reasonable attorney's fees.

15. **TERMINATION.** Tenant, at its sole option, shall have the right to terminate this Lease and all of Tenant's obligations hereunder by providing Landlord at least sixty (60) days written notice of Tenant's determination, in Tenant's sole and absolute discretion, to terminate this Lease.

16. **TENANT TO DISCHARGE MECHANICS' LIEN.** Tenant shall discharge, by bond or otherwise, within twenty (20) days of any filing thereof, any mechanics' lien or other lien for payment of money arising out of any labor or material furnished or alleged to have been furnished to or for Tenant at the Leased Premises by reason of any change, alteration or addition by Tenant.

17. **SURRENDER OF PREMISES.** Tenant covenants and agrees, at the termination of this Lease, whether by limitation, forfeiture, or otherwise, to quit, surrender and deliver to Landlord possession of the Leased Premises with all the buildings and improvements thereon (excluding all trade fixtures, furniture, furnishings and unattached equipment therein belonging to and removable by the Tenant) all of which shall become and remain the property of the Landlord, free from any liens thereon, in good condition and repair, ordinary wear and tear alone excepted. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. If Tenant shall default in so surrendering the Leased Premises, Tenant's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Landlord shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants and conditions of this Lease applicable thereto, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

18. **INDEMNIFICATION.** From and after the date hereof, Tenant covenants and agrees to defend and hold Landlord harmless against any and all claims, suits, damages or causes of action for damages, arising after the date hereof, and against any orders, decrees, or judgments which may be entered therein, as a result of any alleged injury to person and/or property or alleged loss of life sustained in or about the Leased Premises and the buildings and improvements thereon, or by any person or persons whatsoever, except to the extent such arises from the negligent or willful misconduct of Landlord..

19. **UTILITIES.** Tenant shall pay promptly, as and when the same become due and payable, all charges for electricity, gas, water, and any other utilities supplied the Leased Premises in connection with the conduct of Tenant's business activities, including any sewer taxes or charges.

20. **MISCELLANEOUS.**

(a) **Notices.** All rent and notices given under this Lease shall be addressed to Landlord at 99 Municipal Avenue, Crossville, Tennessee. All notices to Tenant given under this Lease shall be addressed to Tenant at Charter Communications, 223 South College Street, Lebanon, Tennessee 37087, Attention: General manager. Copies of notices directed to Tenant shall be sent to Charter Communications, 12405 Powerscourt Drive, St. Louis, Missouri 63131, Attention: Legal Department – Operations. All such notices shall be given by registered or certified mail, return receipt requested and postage prepaid. Any notice under this Lease shall be deemed to have been given at the time it is placed in the mails with sufficient postage prepaid.

(b) **Waste.** Tenant covenants that it will not (i) create or maintain or allow others to create or maintain on the Leased Premises any nuisance nor (ii) commit waste to the Leased Premises or to the improvements thereon.

(c) **Article Headings.** The article headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no manner be held to explain, modify, amplify or aid in the interpretation, construction or meanings of the provisions of this Lease to which they relate.

(d) **Lease Severable.** This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease or *the application* of such provision or any portion thereof to any person or circumstance shall not be affected thereby, and each valid provision or portion thereof shall be enforceable to the fullest extent permitted by law.

(e) **Relationship of Parties.** Nothing contained in this Lease shall be construed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Lease.

(f) **Successors.** Subject to the provisions of this Lease, the covenants, conditions and agreements contained herein shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs and assigns.

(g) Entire Agreement. This Lease contains the entire agreement between the parties hereto with respect to the letting and hiring of the Leased Premises. This Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto or their respective successors in interest.

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

**LANDLORD:**

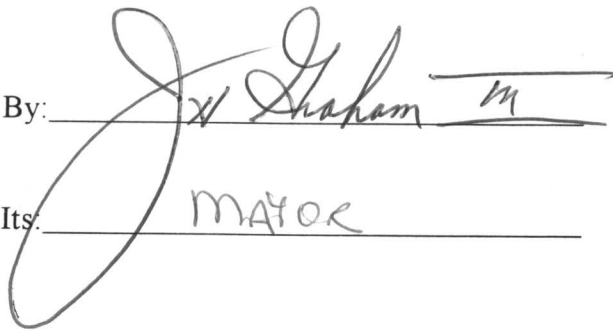
**TENANT:**

CITY OF CROSSVILLE

RIFKIN ACQUISITION PARTNERS, LLC  
d/b/a CHARTER COMMUNICATIONS

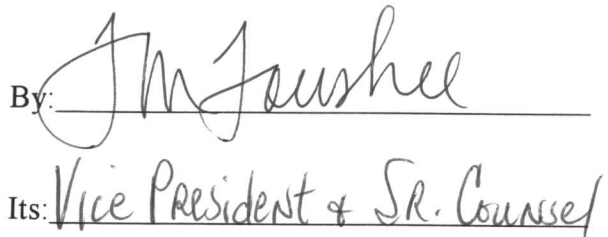
By: \_\_\_\_\_

Its: \_\_\_\_\_

  
MAYOR

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

Its: \_\_\_\_\_

  
Vice President & Sr. Counsel

State of Tennessee )  
 )  
County of Cumberland )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **J. H. Graham, III**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the **City of Crossville, a political subdivision of the State of Tennessee**, and that he as such Mayor, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as such Mayor.

WITNESS my hand and seal of office this 7th day of August, 2002.

Rhonda S. Wyatt  
NOTARY PUBLIC

My commission expires: 1/24/06

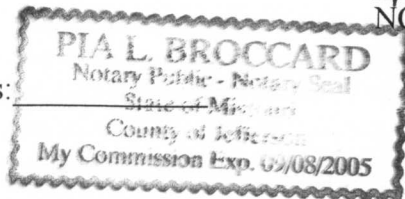
State of MISSOURI )  
 )  
County of ST. LOUIS )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Trudi McCollum Foushee, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the V/P of **Rifkin Acquisition Partners, LLC d/b/a Charter Communications** and that he/she as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office this 20 day of August, 2002.

Pia L. Broccard  
NOTARY PUBLIC

My commission expires:



## **EXHIBIT "A"**

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.