

shall be evicted or dispossessed for any cause, or in the event the Company obtains possession of the demised premises by reason of the violation by Lessee of any of the terms, covenants, conditions or agreements of this lease or otherwise. As used in this lease, the words "re-enter" and "re-entry" shall not be limited to their technical or common law meaning.

13. MISCELLANEOUS: (a) All notices, demands, requests, offers, consents, acceptances and other communications (hereinafter called "communications") which may or are required to be given by either party to the other shall be in writing. All communications by the Company to the Lessee shall be sent by United States Registered Mail, postage prepaid, addressed to the Lessee at \_\_\_\_\_  
\_\_\_\_\_ Lexington, Kentucky, or at such other place as the Lessee may from time to time designate in a written notice to Company. All communications by the Lessee to Company shall be sent by United States Registered Mail, postage prepaid, addressed to the Company at 167 North Upper Street, Lexington, Kentucky, or at such other place Company may from time to time designate in a written notice to the Lessee. Communications which shall be served upon the Company or the Lessee in the manner aforesaid shall be sufficiently served or given for all purposes hereunder and shall be deemed to have been served or given as of the date of receipt thereof.

(b) On each separate recreational facility constructed or installed by Lessee, Lessee shall erect a sign, setting forth in addition to any information desired by Lessee, that such facility is made available by the Lexington Water Company.

(c) In establishing charges to the public for the use of any public recreational facility developed or constructed upon the demised premises, Lessee shall follow the policy that all such charges shall be only the minimum charges necessary to develop, construct, operate and maintain the recreational facilities herein permitted for the use of the public, including a satisfaction of any debt service requirements directly connected with the construction, development, operation and maintenance of such facilities.

(d) At all times during the term of this lease, or any renewal thereof, Lessee shall have the planning, development, management and supervision of all recreational facilities under the direct supervision and control of a professional park director employed on a full-time basis by Lessee and properly accredited by an accrediting association generally recognized in the area where the demised premises are located.

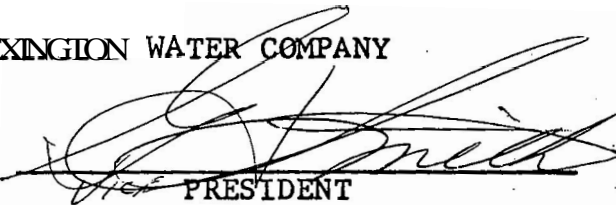
(e) The covenants and agreements herein contained shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns. This lease

and the rights and obligations of the parties hereunder shall be construed and interpreted in accord with the laws of the State of Kentucky. This lease contains the entire agreement between the parties hereto and no amendments or modifications shall be effective or binding until set forth in an instrument in writing, executed by the parties hereto, or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused their respective signatures to be affixed hereto by their proper officers, duly authorized in the premises, and their respective corporate seals to be hereto affixed, all as of the day and year first above written.

LEXINGTON WATER COMPANY

By

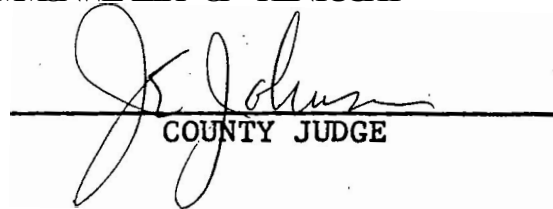
  
PRESIDENT

ATTEST:

  
asst. SECRETARY

FAYETTE COUNTY, KENTUCKY, a political subdivision of the COMMONWEALTH OF KENTUCKY

By

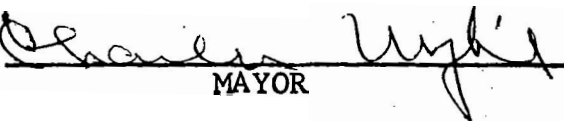
  
COUNTY JUDGE

ATTEST:

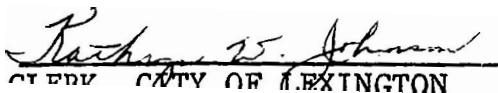
  
FAYETTE COUNTY COURT CLERK

CITY OF LEXINGTON, KENTUCKY  
a municipal corporation

By

  
MAYOR

ATTEST:

  
CLERK CITY OF LEXINGTON

STATE OF KENTUCKY

COUNTY OF FAYETTE

I, Carol F. Walker, a Notary Public in and for the state and county aforesaid, do hereby certify that the foregoing Lease Agreement between Lexington Water Company and Fayette County, Kentucky and the City of Lexington, Kentucky was this day produced before me in my office in said county and state by G. C. Smith, Vice President and General Manager of the Lexington Water Company, and that the same was thereupon acknowledged by the said G. C. Smith to be the free and voluntary act and deed of the Lexington Water Company, a corporation, and his free and voluntary act and deed as Vice President and General Manager thereof, all of which is hereby certified to the proper office for record.

WITNESS MY HAND AND SEAL OF OFFICE at Lexington, Kentucky, this the 26<sup>th</sup> day of March, 1968.

My Commission expires: August 5 1969

Carol F. Walker  
NOTARY PUBLIC, FAYETTE  
COUNTY, KENTUCKY

STATE OF KENTUCKY

COUNTY OF FAYETTE

I, Ruth Ann Henry, a Notary Public in and for the state and county aforesaid, do hereby certify that the foregoing Lease Agreement between the

Lexington Water Company and Fayette County, Kentucky and the City of Lexington, Kentucky was this day produced before me in my office in said state and county by Joseph E. Johnson, III, County Judge of Fayette County, Kentucky, who thereupon acknowledged the same to be the free and voluntary act and deed of Fayette County, Kentucky, and his free and voluntary act and deed as County Judge thereof, all of which, together with my certificate is hereby certified to the proper office for record.

WITNESS MY HAND AND SEAL OF OFFICE at Lexington, Kentucky, this the 28 day of March, 1968.

My Commission expires: May 20, 1970

Ann Stewart  
NOTARY PUBLIC, FAYETTE  
COUNTY, KENTUCKY

STATE OF KENTUCKY

COUNTY OF FAYETTE

I, Ann Stewart, a Notary Public in and for the state and county aforesaid, do hereby certify that the foregoing Lease Agreement between the, Lexington Water Company and Fayette County, Kentucky and the City of Lexington, Kentucky was this day produced before me in my office in said county and state by Charles Wylie, Mayor of the City of Lexington, Kentucky, and that the same was thereupon acknowledged by him to be the free and voluntary act and deed of the City of Lexington and

his free and voluntary act and deed as Mayor thereof,  
all of which, together with my certificate is hereby  
certified to the proper office for record.

WITNESS MY HAND AND SEAL OF OFFICE at Lexington,  
Kentucky, this the 28 day of March, 1968.

My Commission expires: 2 20 1970

*Ruth Ann Lewis*  
NOTARY PUBLIC, FAYETTE  
COUNTY, KENTUCKY

This instrument was  
prepared by  
*Brown Shuman*  
310 First Nat'l. Bank Bldg.  
Lexington, Ky.,

NOTED TO RECORD  
BY P. M. DAVIS  
COUNTY CLERK  
MAY 11 1884

STATE OF KENTUCKY )  
COUNTY OF MADER )  
I HEREBY NAME AND CLERK OF  
SAID COUNTY COURT HEREBY  
CERTIFY THAT THE FOREGOING  
INSTRUMENT HAS BEEN FILED  
IN MY OFFICE  
MAY 11 1884  
P. M. DAVIS  
COUNTY CLERK

THIS LICENSE AGREEMENT, made and entered into this the 19<sup>th</sup> day of February, 1999, by and between KENTUCKY-AMERICAN WATER COMPANY, a Kentucky corporation having its office and place of business at 2300 Richmond Road, Lexington, Kentucky, party of the first part, hereinafter called "COMPANY," and LAKE ELLERSLIE FISHING CLUB, a Kentucky corporation also having its office at Lexington, Kentucky, party of the second part, hereinafter called the "CLUB."

WITNESSETH:

WHEREAS, for many years, COMPANY AND CLUB have entered into agreements by which bona fide members of the CLUB were granted the exclusive fishing and boating privileges in and over all or part of COMPANY'S Reservoir Number 4, a body of water located in Lexington, Fayette County, Kentucky.

WHEREAS, the current agreement between COMPANY AND CLUB expires on the 15<sup>th</sup> day of June, 1999.

NOW, THEREFORE, in consideration of the license fees to be paid by the CLUB to COMPANY as hereinafter stated, and in consideration of the mutual agreements of the parties hereto as hereinafter set forth, and subject to the terms and conditions hereinafter stated, COMPANY does hereby grant to the bona fide members of the CLUB the exclusive fishing and boating privileges (except for any rights granted to abutting property owners whose property lines extend into Reservoir Number 4) in and over that portion of COMPANY'S Reservoir Number 4 lying on the southerly side of the Richmond Road, near the City of Lexington and in Fayette County, Kentucky, for the period of time hereinafter set forth, the specific terms and conditions of the license hereby granted being as follows, to-wit:

1. TERM: The license hereby granted beginning on the 15<sup>th</sup> day of June, 1999, and terminating on the 15<sup>th</sup> day of November, 2014.



2. LICENSE FEES: CLUB shall pay to COMPANY, for and in consideration of the privileges herein granted, an annual license fee, in each and every year of the term hereof, in the amount of Seven Hundred Fifty (\$750.00) Dollars, which sum shall be paid on or before the 15<sup>th</sup> day of June, in each year of the term hereof. In the event said fee is not paid within sixty (60) days of its due date in any year during the term hereof, COMPANY, at its option, may terminate the license granted hereby by written notice to CLUB, and upon such notice the privileges hereby granted shall forthwith cease and terminate.

3. EXCEPTIONS: The privileges hereby granted are exclusive privileges, provided, however, that directors, officers, employees and retired employees of Kentucky-American Water Company and their families, shall have and be entitled to fishing and boating privileges in and upon said portion of Reservoir Number 4 as herein granted to members of the CLUB under the same terms and conditions as members of said CLUB, and that the grant of privileges herein is subject to any rights granted to abutting property owners by the COMPANY whose property lines extend into Reservoir Number 4.

4. RULES AND REGULATIONS: In exercising the rights and privileges granted hereby, members of the CLUB shall observe at all times the following Rules and Regulations:

- (a) Fishing and Boating shall be confined to the hours between daylight and 10:00 p.m. and no fishing or boating shall be permitted (except for the policing of the premises by the CLUB) at any other time except with the written consent of COMPANY;

- (b) Gasoline motors (not to exceed five (5) horsepower) for the propulsion of boats will be permitted for fishing purposes only and all boats must be operated at a slow troll, "no-wake" speed at all times;
- (c) No member of the CLUB shall come upon the premises of COMPANY or exercise any of the privileges granted hereby unless said member is wearing, and continues to wear at all times while upon the premises of COMPANY, a badge or suitable identification tag issued by the CLUB to evidence his membership;
- ~~(d)~~ -Every member of the CLUB exercising the privileges granted hereby shall, on each day of exercise of such privileges, register prior to fishing or boating at the Club House of the CLUB or a such other place on the premises as a register may be kept by the CLUB;
- (e) No hunting or shooting of firearms on the premises of COMPANY shall be permitted;

COMPANY reserves the right to prescribe such other Rules and Regulations as it may from time to time deem necessary for the efficient and proper operation of its business in the furnishing of a potable water supply to the residents of the Lexington area and for the proper control and utilization of its property, which Rules and Regulations shall be established by written notice to CLUB. Any such additional rules and regulations so prescribed by COMPANY shall, after notice to CLUB, be as fully binding on CLUB as if included in this paragraph.

5. WATCHMEN: The CLUB agrees to provide the necessary number of watchmen, at its own expense, to properly police said portion of Reservoir Number 4 and land contiguous thereto, and within two hundred (200) feet of the high water mark at all points to prevent, as far as it lawfully can, all trespassing upon said land and upon

the privileges herein granted; and to enforce obedience to the Rules and Regulations herein provided. CLUB shall, at its own expense, prosecute all trespassers thereon. Provided, however, that it is not the purpose of COMPANY, and it does not hereby, constitute the CLUB, its agents, servants or employees of COMPANY for any purpose or to authorize the CLUB, its officers, agents, members, employees or agents to do any unlawful act or lay hands upon or physically eject any person from said premises, or otherwise commit an assault or battery upon any person.

6. GUESTS: The privileges herein granted to CLUB and its members may be extended by the CLUB to bona fide guests of members, (not less than ten (10) per member per year) provided, however, that guests must be accompanied at all times by the member or member's spouse. Directors, officers, employees and retired employees of COMPANY referred to in paragraph 3 hereof may also have guests. Such directors, officers, employees and retired employees of COMPANY (together with members of their respective families and guests) shall be governed by the same Rules and Regulations that apply to members of the CLUB. With the exception of guest fees set by the Club, no temporary permission to use the privileges herein granted shall be extended by the CLUB for a consideration.

7. BUILDINGS AND GROUNDS: COMPANY has heretofore set apart for CLUB a portion of land on the banks of said portion of Reservoir Number 4 certain grounds for the use of CLUB for parking space and for a home for its watchman. CLUB shall have the right to use said areas for such purposes during the term of this grant. In event CLUB desires to construct a Club House adjacent to said Reservoir, COMPANY shall set aside an appropriate tract or parcel of land adjacent to said Reservoir for such purpose and CLUB shall have the right and privilege of constructing thereon its Club House and to use the same during term of this license. Any such Club House so constructed shall be equipped with sanitary facilities which meet specifications of COMPANY and no such Club House shall at any time be so operated or used so as to create any hazard whatever to the purity of water stored by COMPANY in its

Reservoir. Plans and specifications for any proposed Club House shall be submitted to COMPANY for its approval and construction thereof shall not begin until such COMPANY approval has been obtained in writing.

All buildings and other improvements on and to the Reservoir and adjacent COMPANY land, shall, at all times, conform to all applicable laws, regulations and codes pertaining to such buildings or improvements, and the CLUB shall further indemnify the COMPANY against any claims, actions, judgments, damages, and liabilities arising therefrom.

To enable the CLUB and its members to fully enjoy the privileges herein granted, the right of free ingress and egress over and across the land of COMPANY adjacent to said portion of Reservoir Number 4 and within the present fences now surrounding said lake is hereby granted, provided, however, that vehicular travel shall be confined as nearly as possible to existing roadways and parking areas. CLUB shall further have the right, subject to approval of COMPANY, to erect and maintain fish screens, wires and other devices for protection, propagation and preservation of fish, but no such screens, wires or devices shall be so located or erected as to in any way befoul or pollute the water or injure the dams or property of COMPANY.

In exercising the privileges granted hereby, CLUB shall do, cause or permit to be done no act or thing which may in any way pollute the water in said Reservoir. In the event, COMPANY shall determine that any building, roadway, screen, wire, fixture, device or activity of the CLUB or its members upon the premises constitutes a pollution hazard to said waters or any undesirable condition on the watershed, CLUB shall remove the same within thirty (30) days of receipt of notice thereof, or if in the opinion of COMPANY, such hazard is imminent, such removal may be made by COMPANY without notice.

8. RIGHTS RESERVED: COMPANY reserves unto itself all rights of ownership in the premises not hereby specifically granted to the CLUB, including, but not limited to, the right to maintain and use upon the water such boats as it may deem desirable, the right to treat such water with such chemicals as it deems necessary, the right to withdraw such amounts (all, if necessary) of such water as it deems desirable, and all other incidents of absolute ownership thereof, excepting only and solely the right to grant to others boating and fishing privileges thereon, excluding abutting property owners whose property lines extend into Reservoir Number 4. Nothing herein shall be construed to prohibit COMPANY from permitting entry to its premises or from taking any other action in connection therewith that COMPANY deems desirable.

9. VIOLATIONS: Should any officer, agent, employee, member or guest of CLUB violate any of the terms of this Agreement or any of the Rules and Regulations hereunder, CLUB shall pay to COMPANY the sum of Twenty-Five (\$25.00) Dollars for each and every such offense. Any second offense by that same officer, agent, employee, member or guest may be treated and construed by COMPANY as a violation of this Agreement by the CLUB itself and have the same force and effect, and may, at the option of COMPANY, constitute a ground for cancellation of this Agreement and termination forthwith by COMPANY of the privileges herein granted.

10. PROPERTY OF COMPANY, INDEMNITY: CLUB covenants and agrees that neither it nor its members, guests, officers, agents or employees will cause or permit damage to any buildings, trees, shrubs, plants or improvements on the property of the COMPANY. CLUB further agrees to indemnify and hold harmless the COMPANY of and from any and all claims, demands, damages and actions to persons and property arising out of the use or occupancy of the Reservoir, adjoining land, buildings, docks, lakes, structures and other improvements by members of the CLUB or its guests and other invitees. CLUB further agrees to secure, at its own expense, for the joint benefit of COMPANY and CLUB for the term of this agreement a policy of

public liability insurance in a company approved by COMPANY, which policy shall provide coverage of not less than \$300,000.00 for any one injury and \$1,000,000.00 for any one accident. Such policy shall provide for notice to COMPANY of any cancellation thereof and a copy of said policy shall be delivered to COMPANY at the beginning of the term hereof.

11. CANCELLATION: Said Kentucky-American Water Company reserves the right to terminate this agreement at any time, upon thirty (30) days written notice, and to cancel this agreement either with or without cause assigned for its action. Any violation of the terms of this agreement by said CLUB of any or its members, officers, agents, employees, servants or guests, as defined in paragraph 9, will be sufficient cause for the cancellation of this agreement, so likewise, the failure on the part of the CLUB to pay the rent for sixty days after the same shall be due Kentucky-American Water Company, and the right to cancel this agreement for cause shall in no way be waived by said Water Company because of its failure at any time or times to take advantage of either a failure to pay rent within the time required, or any other breach of the contract of any kind whatsoever; but the Kentucky-American Water Company may at any time take advantage of any breach of the contract or failure to perform duty required of the CLUB, notwithstanding there may have been previous similar breach or breaches of the contract and failure to perform duty which were not taken advantage of. If said Kentucky-American Water Company shall cancel this agreement because of a breach hereof, second party will immediately forfeit all rights granted to it hereunder including all rental paid, but it shall remove all buildings erected on the Kentucky-American Water Company's land herein provided. If Kentucky-American Water Company shall cancel this agreement for any other cause whatsoever or without cause, the CLUB shall remove from said premises any improvements theretofore put thereon by it and there shall also be refunded to the Fishing Club that rental paid, upon proportionate basis, for the portion of the year which is unexpired at the time of said cancellation of said agreement, as herein provided.

12. QUITE ENJOYMENT: Said Kentucky-American Water Company agrees and binds itself to keep second party in peaceful and quiet possession and enjoyment of the privileges herein granted, subject to the terms and conditions herein set forth.

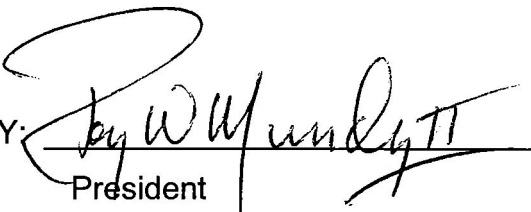
13. BINDING EFFECT, NOTICES: This agreement shall be binding upon the parties hereto, their successors and assigns. No amendment hereto shall be valid unless reduced to writing and executed by both of the parties hereto. Any notices to be served hereunder upon Kentucky-American Water Company shall be mailed by registered mail to Kentucky-American Water Company, 2300 Richmond Road, Lexington, Kentucky, or to such other address as COMPANY may hereinafter, in writing; designate. Any notices-to-be-given to CLUB hereunder shall be sent by registered mail to Lake Ellerslie Fishing Club, 3720 Richmond Road, Lexington, Kentucky 40509, or to such other address as CLUB may hereafter, in writing, designate. Production of receipts of registered mail containing such notices shall be conclusive evidence of service thereof.

14. ASSIGNABILIN: The party of the second part shall have no right whatsoever to assign, transfer or in any way encumber the license estate granted hereby and any attempt to assign, transfer or encumber the license estate herein created shall constitute an immediate forfeiture of the license estate herein granted to second party.

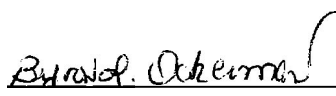
15. NON-DISCRIMINATION: The CLUB represents to the COMPANY that it does not discriminate in its membership or guest policies, practices, rules or conduct, against any person on account of such person's race, color, natural origin, age (provided such persons are of lawful age), sex or who are protected under the Americans With Disabilities Act, as amended.

IN WITNESS WHEREOF, the parties hereto have set their hands to this License Agreement, this the day and year first above written.

KENTUCKY-AMERICAN WATER COMPANY

BY:   
President

LAKE ELLERSLIE FISHING CLUB, INC.

BY:   
President



## ANTENNA LEASE AGREEMENT

**THIS AGREEMENT**, made this 27<sup>th</sup> day of October, 1999, by and between

Kentucky-American Water Company, a Kentucky corporation with its principal place of business located at 2300 Richmond Road, Lexington, Kentucky 40502, ("Lessor");

And

Tritel Communications, Inc., a Delaware corporation with its principal place of business located at 111 East Capitol Street, Suite 500, Jackson, Mississippi 39201 ("Lessee").

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **I - Premises**

Lessor hereby leases to Lessee that certain space on Lessor's water tank located at 1700 Mercer Road, Lexington, Kentucky 40224, as shown on the drawing attached hereto as Exhibit A, and being further described in Deed Book 788, Page 223 in the records of Fayette County, Kentucky, together with a parcel of land sufficient for the installation of Lessee's equipment building as shown on Exhibit A, together with the non-exclusive right of ingress and egress seven (7) days per week, twenty-four (24) hours per day, in accordance with the guidelines set forth on Exhibit C, hereto, on foot or motor vehicle, including trucks and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way to the demised premises solely for the purposes set forth in Paragraph 2, hereof. Said Tank, parcel of land and right-of-way for access ("Property") being substantially as described in Exhibit A, hereto.

**2. Use**

Lessee shall use the Property for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto together with one (1) antenna structure and all necessary connecting appurtenances at Lessee's sole cost and expense. All structures and equipment intended to be used on the Property ("Equipment") and the frequencies of operation of such equipment is set forth in detail on Exhibit B. A security fence, or other means of security (see Exhibit C), consisting of chainlink construction may be placed around the perimeter of the Property at the discretion and approval of Lessor (not including the access easement). All improvements, including but not limited to, installation of the fence, and local approvals, if necessary, shall be paid for by Lessee. Lessee shall submit plans and specifications to Lessor for Lessor's written approval, which approval shall not be unreasonably withheld or delayed.

**3. Conditions to Use**

Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:

(a) Lessee securing appropriate approvals for Lessee's intended use of the Property from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority having jurisdiction over Lessee's proposed use of the Property;

(b) Lessee shall have the right to obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of the Lessee, such title report shows any defects of title or liens or encumbrances which adversely affect Lessee's use of the Property or Lessee's ability to obtain financing,

Lessee shall have the right to cancel this Lease immediately upon written notice to Lessor;

(c) Lessee shall have the right to have the Property surveyed and to have structural tower studies, radio frequency engineering and other engineering analyses performed. In the event that any defects are shown by the survey or the engineering analyses, which in the opinion of Lessee, may adversely affect Lessee's use of the Property, Lessee shall have the right to cancel this Lease immediately upon written notice to Lessor; and

(d) Lessee shall have the right to have an environmental audit of the Property performed by an environmental consulting firm of Lessee's choice. If the environmental audit reveals that the Property is contaminated with Hazardous Materials, as that term is hereinafter defined, Lessee shall have the right to cancel this Lease immediately upon written notice to Lessor; and

(e) Lessee may conduct radio frequency propagation studies ("RF Studies") on the Property. If the RF Studies do not provide results which meet with the personal satisfaction of Lessee, Lessee shall have the right to cancel this Lease immediately upon written notice to Lessor.

Lessee's inability to successfully satisfy these conditions within sixty (60) days after execution of this Lease shall relieve Lessee from any obligation to perform under this Lease; provided, however, that in the event of such termination, Lessor shall be entitled to retain any prepaid Rent as liquidated damages for such termination.

#### **4. Rent**

Beginning on the Commencement Date, rental payments will be due at an annual rental of TWENTY-SEVEN THOUSAND, SIX HUNDRED DOLLARS (\$27,600.00), to be paid in equal monthly installments on the first day of the month, in

advance to the Lessor at the address designated in Paragraph 17, hereof, or to any other person, firm, or place as the Lessor may from time to time designate in writing at least thirty (30) days in advance of any rental payment date. Upon execution of this Agreement, Lessee shall pay to Lessor a deposit equal to two (2) months' rent which shall be applied to the first year's rental payment.

The annual rental for the three (3) subsequent five (5) year extension terms shall be increased to reflect any increase in the cost of living for the period immediately preceding each extension term. The increase in the cost of living, if any, shall be measured by the Regional Consumer Price Index for all Consumers (1982-1984-100); All Items, All Consumers (CPI) or any-similar index published by an agency of the United States Government if such index should be terminated or revised, or in the event there shall be no similar index so published, any index or measure reasonably calculated so as to measure the change in the cost of living in a manner consistent with the CPI shall be calculated between the first and last calendar month of each five (5) year period by multiplying the change in such CPS by the monthly rent being paid immediately prior to such adjustment. The rent as adjusted shall thereafter be payable in equal monthly installments until the rent shall be once again adjusted for the subsequent five (5) year period.

#### **5. Term and Term Extension**

The term of this Agreement shall be five (5) years and shall be effective on Commencement Date, which is defined as the first (1<sup>st</sup>) day of the month in which this Agreement is executed by all Parties. Lessee shall have the option to extend this Agreement for three (3) additional five (5) year terms by giving the Lessor written notice of its intention to do so at least six (6) months prior to the end of the then current year. If at the end of the third (3<sup>rd</sup>) five (5) year extension term, this Agreement has not been

terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for annual terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the third (3<sup>rd</sup>) five (5) year extension adjusted to reflect any increase in the CPI from the previous one-year extended term.

#### **6. Access**

Lessor agrees that Lessee shall have free access to the water tower at all times as per Exhibit C, hereto, for the purpose of installing and maintaining such Equipment, provided that Lessee does not interfere with Lessor's use of the Property. Lessor shall furnish Lessee with necessary provisions for access as per Exhibit D for the purpose of ingress and egress to the water tower site. It is agreed, however, that only authorized employees, or properly authorized contractors of Lessee or persons under its supervision, will be permitted to enter said premises.

#### **7. Termination**

Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, on thirty (30) days' written notice as follows: (a) by either party upon a default of any covenant or term hereby by the other which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the Antenna Facilities or Lessee's business, subject to Lessee's right to terminate pursuant to Section 3(a) for its initial approvals; (c) by

Lessee if the Premises are to become unacceptable under Lessee's design or engineering specifications for its use of the Antenna Facilities; (d) by Lessor upon twelve (12) months' notice, if it determines to dismantle the Tank which Lessee is leasing; and (e) by Lessor if Lessee has not received all permits and approvals on or before twelve (12) months from the date of execution of this Agreement. In the event that Lessee terminates this Lease pursuant to subsections (b) or (c) of this paragraph 7, Lessee shall pay to Lessor liquidated damages equal to twelve (12) months' Rent.

**8. Conditions Precedent**

This Agreement is expressly conditioned on approval by Lessor's Board of Directors.

**9. Condemnation**

If a portion of the tank or tank site is taken or condemned for a public or quasi-public use (a sale in lieu of or in settlement of condemnation shall be deemed a taking or condemnation for purposes of this Agreement), to the extent that Lessee's use is deemed to be destroyed, this Agreement shall, at either Party's option, terminate as of the date title to the site or tank vests in the condemnor and the Rent shall be apportioned and paid in full by Lessee to Lessor to that date and neither Party shall thereafter have any liability hereunder.

Lessee shall have the right and it shall be its duty to remove its equipment from the Property on or before the date that title vests in the condemnor.

All compensation awarded upon such condemnation or taking shall go to the Lessor and Lessee shall have no claims thereto, and Lessee expressly waives, relinquishes, and releases to Lessor any claim for damages or other compensation to which Lessee might otherwise be entitled because of any such taking or limitation of

the leasehold estate hereby created and irrevocably assigns and transfers to Lessor any right to compensation of all or a party of the Property on the leasehold estate.

**10. Title to the Property**

Lessor covenants that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no other liens, judgments, or impediments of title on the Property or affecting Lessor's title to same other than that Indenture of Mortgage between Kentucky-American Water Company and First Union National Bank (successor to The Fidelity Bank), dated as of May 1, 1968, as supplemented and amended.

**11. Indemnification**

Lessee agrees to indemnify, defend and hold Lessor harmless from any and all claims arising from the installation, use, maintenance, repair or removal of Lessee's Equipment, except for claims arising from the gross negligence or intentional acts of Lessor, its employees, agents or independent contractors.

Lessor agrees to indemnify, defend and hold Lessee harmless from any and all claims caused from the sole negligence or intentional acts of Lessor, its employees, agents or independent contractors.

**12. Insurance**

Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Agreement comprehensive general liability and property liability insurance with liability limits of not less than Five Million Dollars (\$5,000,000.00) for injury to or death of one or more persons in any one occurrence, and for damage to or destruction of property in any one occurrence. Lessor shall be named as an additional named insured, and the policies shall contain cross liability endorsements. Lessee may carry

said insurance under a blanket policy, provided, however, said insurance by Lessee shall have a Lessor's protection liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, Lessor, upon ten (10) days' written notice to Lessee, may, but shall not be required to, procure and maintain same, but at the expense of Lessee. Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Lessee shall deliver to Lessor, prior to occupancy of the Property, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses reasonably satisfactory to Lessor. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Lessor.

Lessee shall carry Workers' Compensation Insurance during the term of this Lease to insure its statutory liability to its employees plus not less than \$100,000 Employer's Liability Insurance coverage.

Lessee shall carry the Comprehensive Form of Automobile Liability and Property Damage Insurance during the term of this Lease covering the risks typically included in such policy. The limits shall be not less than \$500,000/\$1,000,000 for bodily injury and \$100,000 for property damage.

### **13. Installation, Maintenance and Operation**

It is understood and agreed that the Lessor must approve the installation, contractor and personnel chosen by Lessee to install, maintain and operate the equipment and that said installation, maintenance and operation will in no way damage or interfere with Lessor's use of the water tank, antennae or appurtenances. Lessor's approval of the installation, contractor and personnel shall not be unreasonably withheld or delayed.



No materials may be used in the installation of the antennae or transmission lines that will cause corrosion or deterioration of the water tank structure or its appurtenances. Prior to the installation of an antenna on the water tank, Lessee shall have a structural analysis performed, signed and sealed by a professional engineer licensed in the state in which the tank is located and approved by the Lessor. The analysis shall determine if the tank can accommodate the installation of the proposed antennae. If structural improvements are required prior to installation of the facilities, all costs associated therewith shall be borne by the Lessee, and the improvements must be approved in writing by Lessor.

All welding, cutting, and coating work required for the installation of antennae anchors, brackets, supports, etc. shall conform to the applicable requirements of AWWA Standard D100. The coatings and surface preparations used for the repair of existing coatings shall be approved by Lessor. The existing coatings shall be tested for the presence of lead and other hazardous substances, as defined in The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et. seq. and regulations interpreting said Act. The cost of all lead abatement and containment procedures discussed in this paragraph shall be borne by the Lessee as part of the installation cost.

All installation, maintenance or operations work on the facilities that requires placing the water tank out of service shall be coordinated with the Lessor and the times and durations of placing the tank out of service shall be at the convenience of the Lessor. Any costs to take the tank out of service including, but not limited to, the cost of labor, the cost to drain, disinfect and refill the tank, shall be borne by the Lessee.

All electrical work to be performed on the Property shall be inspected and approved in accordance with the National Electric Code and all applicable local codes. All wiring outside of the tank shall be installed in rigid steel conduit.

Each antenna must be identified by a metal tag fastened securely to its bracket on the water tower and each transmission line is to be tagged at the conduit opening where it enters the Lessee's equipment building.

If the Lessee, its agents, employees, or equipment causes damage to the water tank, Lessee agrees to repair such damage with reasonable promptness at Lessee's own cost and expense. If Lessee fails to do so, Lessor shall have the right to repair-said-damage and invoice Lessee for said costs. Lessee agrees to maintain the antennae, transmission lines and other appurtenances in proper operating condition and maintain same in satisfactory condition as to appearance and safety. The duty to repair shall be in addition to and not in lieu of the Lessee's indemnification obligations contained herein.

All installations and operation in connection with this Agreement by Lessee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable codes and regulations of the relevant federal, municipal, county and state entities. Under this Agreement, Lessor assumes no responsibility for the licensing, operation and/or maintenance of Lessee's Equipment.

It is understood that Lessor, from time to time, will need to repair the water tank and/or remove and re-coat the tank with a new paint system. Following notification of the need and schedule for tank maintenance, which shall occur thirty (30) days prior to maintenance unless emergency conditions dictate a shorter notice period, the Lessee shall remove, secure, relocate, and/or protect its facilities during the entire

duration of the maintenance activities, which shall not exceed one-hundred twenty (120) days unless dictated by weather conditions, an emergency, or other reason beyond Lessor's control. The cost of removing, securing, relocating, and/or protecting shall be borne by the Lessee. Any other additional costs to perform coating maintenance due to the installation or presence of the Equipment shall be borne by the Lessee.

#### **14, Interference**

In the event that the operations of Lessee under this Agreement interfere with the water storage and distribution by Lessor or other earlier authorized operations on the site, Lessee shall at its own expense and within 24 hours after notice thereof, correct such interference. This provision shall not apply to test periods where the source of the interference is being determined for purposes of suppression. In the event that transmitting or receiving devices installed on the site in the future by any future licensee or lessee shall interfere with Lessee's transmission or reception, Lessor shall order such licensee or lessee that such interference must be eliminated as soon as reasonably possible at such licensee's or lessee's sole cost. In the event that any such interference does not cease within such reasonable period, the parties acknowledge that continuing interference will cause irreparable injury to Lessee and Lessee shall have the right, in addition to any other rights that it may have at law or equity, to bring action to enjoin such interference or to terminate this Agreement.

Lessee agrees that it will not interfere with any transmission or reception of any other of Lessor's existing licensees or lessees. If such interference occurs, Lessee agrees to immediately eliminate such interference at its sole cost and with time being of the essence.

**15. Taxes**

Lessee is solely responsible for any and all taxes assessed by reason of the erection by Lessee of its Equipment, which taxes shall be paid promptly when due by Lessee upon receipt from Lessor of written evidence.

**16. Assignment**

Any Sublease or Assignment of this Agreement that is entered into by Lessor or Lessee shall be subject to the provisions of this Agreement. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Agreement and the Equipment, and may assign this Agreement and the Equipment to any such Secured Parties or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than 10 days after the receipt of the default notice. Lessee may assign this Agreement without the consent of Lessor to an affiliate of Lessee or to an entity which acquires Lessee's communications license from the Federal communications Commission. If a termination, disaffirmance or rejection of the Agreement pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Property during a 30-day period commencing upon

the Secured Parties receipt of the such notice for the purpose of removing any Equipment.

**17. Notice**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by overnight mail, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:                   **Kentucky-American Water Company**  
                                  **Attn: President**  
                                  **2300 Richmond Road**  
                                  **Lexington, KY 40502**

LESSEE:                   **Tritel Communications, Inc.**  
                                  **Attn: Jackie Warren, Lease Admin. Manager**  
                                  **111 East Capital Street, Suite 500**  
                                  **Jackson, MS 39201**  
                                  **601-914-8000**

With a copy to:         **Tritel Communications, Inc.**  
                                  **Attn: James Neeld, IV**  
                                  **111 East Capital Street, Suite 500**  
                                  **Jackson, MS 39201**

**18. Governina Law and Venue:**

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state in which the Property is located, and any cause of action shall be brought or maintained in the appropriate state or federal court in Fayette County, Kentucky.

**19. Entire Aareement**

It is understood and agreed that this Agreement contains all agreements, promises and understandings between the Lessor and Lessee and that no verbal or oral agreements, promises, or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation

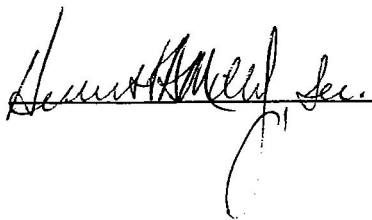
or modification to this Agreement shall be void and unenforceable unless made in writing and signed by the authorized representatives of the Parties hereto.

20. Subject to the provisions of this Agreement, Lessor further warrants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease and that Lessor shall indemnify Lessee from and against any loss, cost or damage including attorneys' fees, associated with a breach of the foregoing covenant of quite enjoyment.

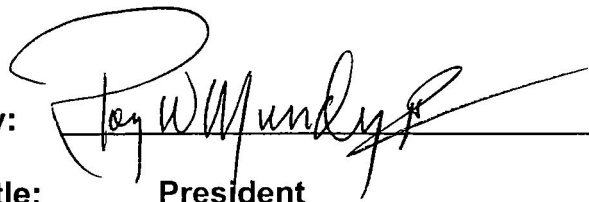
21. This Agreement shall be binding on the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first written above.

ATTEST:

  
\_\_\_\_\_

~~KENTUCKY-~~  
~~KENTUCKY-~~AMERICAN WATER COMPANY

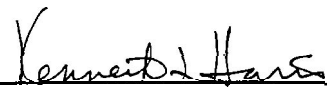
By:   
\_\_\_\_\_

Title: President

ATTEST:

  
ASSISTANT SECRETARY

TRITEL COMMUNICATIONS, INC.

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

Title: Director of Site Acquisition and Property Administration

**EXHIBITS**

- Exhibit A - Description of Property
- Exhibit B - Description of Lessee's Facilities and Equipment
- Exhibit C - Access Guidelines
- Exhibit D - Access Easement

Exhibit A

Description of Property

all of that certain tract or parcel of land situated on the southerly side of Mercer Road and on the northwesterly side of the New Circle Road, near Lexington, in Fayette County, Kentucky, and more particularly described and bounded as follows, to-wit:

Beginning at a point in the southerly right of way line of Mercer Road, said point being a corner to Industry Development Company; thence with said southerly right of way line of Mercer Road for two calls N 76° 01' W 100 feet and N 75° 27' W 100 feet to a new corner with Willmott; thence with Willmott for two new calls S 23° 32' W 200 feet and S 65° 42' E 186.53 feet to the northwestly right of way line of the New Circle Road; thence with the northwesterly right of way line of the

New Circle Road N 71° 27' E 13 feet to the line of Industry Development Company; thence with Industry Development Company for two calls N 23° 41' E 69.4 feet and N 23° 32' E 199.3 feet to the beginning, and containing 0.983 acres. A transfer plat, duly approved by the Planning and Zoning Commission of Lexington-Fayette County, depicting the outline of the property herein conveyed, is attached hereto and made a part hereof, marked Exhibit "A" for identification.

And being a part of the property conveyed to George F. Willmott by deed from Curtis S. Willmott, an unmarried man, dated March 6, 1929, and of record in Deed Book 256, Page 68, in the Office of the Clerk of the Fayette County Court, and by deed from John W. Willmott and Irene E. Willmott, his wife, dated June 13, 1930, of record in Deed Book 264 at page 95, and also in Deed Book 300 at page 372, and by devise from C. S. Willmott by will of record in Will Book 15, page 49; and being a part of the said property devised to Sarah K. Willmott for life, with remainder to Grace W. Frugstein and George F. Willmott, Jr., by will of George F. Willmott of record in Will Book 28, page 237, in the aforesaid Clerk's Office.



**Exhibit B**

**Description of Lessee's Facilities and Equipment**

*See Attached.*

*Exhibit C*

**Access Guidelines**

Contact LWC.

Exhibit D

Access Easement

N/A

**ANTENNA LEASE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of July, 1998, by and between

Kentucky-American Water Company, a Kentucky corporation with its principal place of business located at 2300 Richmond Road, Lexington, Kentucky 40502, ("Lessor");

And

Powertel/Kentucky, Inc., a Delaware corporation with its principal place of business located at 1233 O. G. Skinner Drive, West Point, Georgia 31833, ("Lessee").

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Premises**

Lessor hereby leases to Lessee that certain space on Lessor's water tank located at 1700 Mercer Road, Lexington, Kentucky 40224, as shown on the drawing attached hereto as Exhibit A, and being further described in Deed Book 788, Page 223 in the records of Fayette County, Kentucky, together with a parcel of land sufficient for the installation of Lessee's equipment building as shown on Exhibit A, together with the non-exclusive right of ingress and egress seven (7) days per week, twenty-four (24) hours per day, in accordance with the guidelines set forth on Exhibit C, hereto, on foot or motor vehicle, including trucks and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way to the demised premises solely for the purposes set