

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, 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 Four Thousand Dollars (\$24,000.00), 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 years' 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 CPI 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 the Commencement Date, which is defined as the first (1st) 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 term. If at the end of the third (3rd) 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 (3rd) 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; (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.

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 cancellable 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.

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**
2300 Richmond Road

**Lexington, Kentucky 40223
Attn: President**

LESSEE: **PowerteUKentucky, Inc.
P.O. Box 24323
Louisville, KY 40224-0323**

Attention: Director of Site Development

With a copy to: **Powertel/Kentucky, Inc.
1233 O.G. Skinner Drive
West Point, Georgia 31833
Attn: Legal Department**

18. Governing Law

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.

19. Entire Agreement

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 quiet enjoyment.

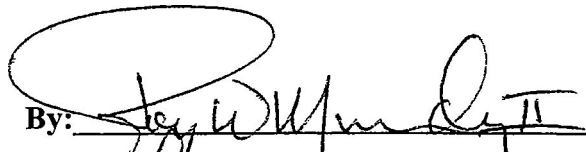
21. This Agreement shall be binding on the successors and assigns of the parties hereto.

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

ATTEST:

James M. Kelly, Sec.

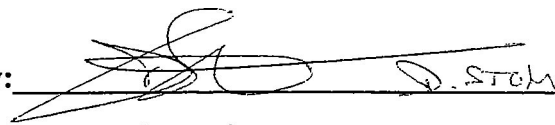
KENTUCKY-AMERICAN WATER COMPANY


By: _____

Title: PRESIDENT

ATTEST:

POWERTEL/KENTUCKY, INC.


By: _____

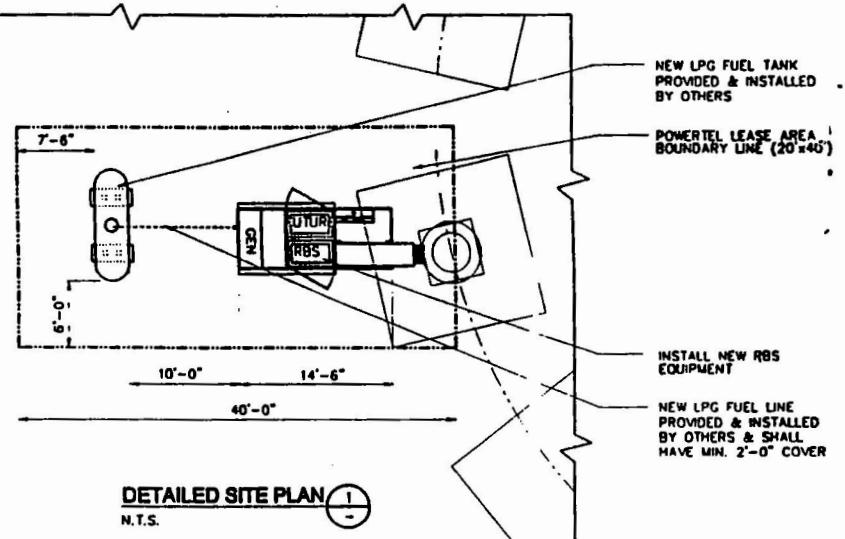
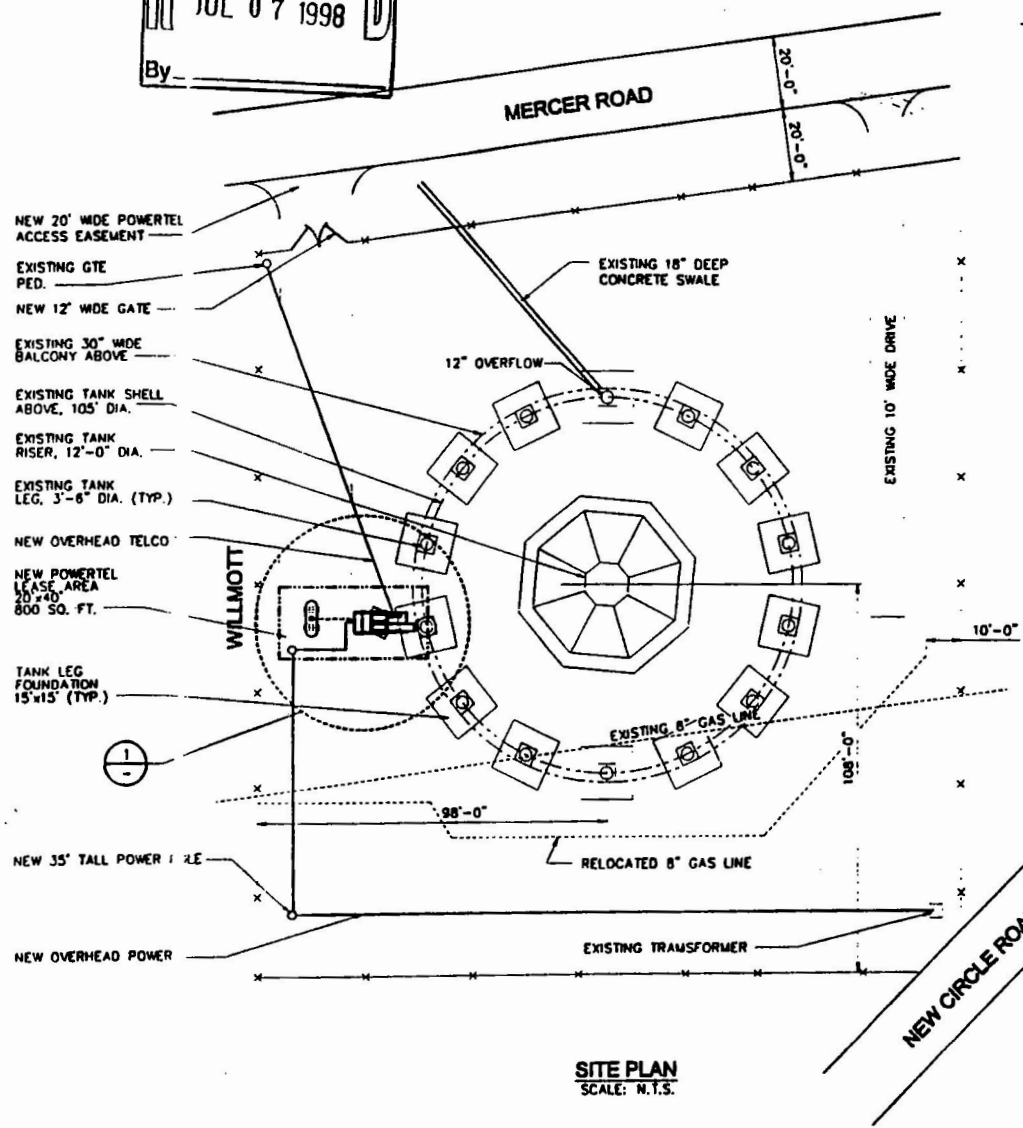
Title: VP of Operations

EXHIBITS

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

RECEIVED
 JUL 07 1998
 By _____

(TRUE NORTH ORIENTATION)



ALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE. SEE GENERAL NOTES ON DWG CI.

- SITE SPECIFIC INSTRUCTIONS:**
1. CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS PACKAGE.
 2. FOR ADDITIONAL INFORMATION REFER TO THE GENERAL NOTES, SH CI.
 3. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL KNOWN AND/OR SUSPECTED UTILITIES BURIED UNDERGROUND, PRIOR TO EXCAVATING IN THE VICINITY. CONTRACTOR SHALL EXERCISE CARE DURING EXCAVATION, SO AS TO AVOID DAMAGE TO EXISTING UTILITIES OR UNDERGROUND FACILITIES.
 4. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND LOCATION OF EXISTING FACILITIES AND NEW EQUIPMENT, AND INFORM POWERTEL'S REPRESENTATIVE OF ANY CONFLICTS OR DISCREPANCIES BEFORE PROCEEDING WITH CONSTRUCTION.
 5. PROPERTY DIMENSIONS LISTED ARE BASED ON FIELD MEASUREMENTS AND DRAWINGS PROVIDED BY OWNER.
 6. LPG FUEL TANK, FUEL TANK FOUNDATION, AND LPG FUEL LINE SHALL BE SUPPLIED AND INSTALLED BY OTHERS. FUEL LINE SHALL HAVE A MINIMUM OF 2'-0" COVER.

ANTENNA LEASE AGREEMENT

THIS AGREEMENT, effective this 1st day of March, 2001, 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

BellSouth Mobility LLC, a Georgia limited liability company with its principal place of business located at 1100 Peachtree Street, N.E., Suite 910, Atlanta, Georgia 30309-4599 ("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 fourth 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 are set forth in detail on Exhibit B. All improvements, including but not limited to, installation of any 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. If Lessor fails to disapprove the plans and specifications submitted in writing within 30 days of Lessor having received such plans and specifications, the Lessee's submitted plans and specifications shall be deemed to have been approved.

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 THIRTY THOUSAND DOLLARS (\$30,000.00), 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 four (4) 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 CPI 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. Each increase in the rent due to an increase in the CPI shall be calculated by the Lessor and presented to the Lessee. Upon notice to Lessee of such increase and calculation, Lessee shall begin paying the increased rent. Until Lessor provides such notice to Lessee, Lessee will be entitled to continue paying rent as provided in the previous five-year term.

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 earlier of March █, 2001 or the date Lessee begins installation of its Equipment). Lessee shall have the option to extend this Agreement for four (4) 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 term. If at the end of the fourth (4th) 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 fourth (4th) five (5) year extension adjusted to reflect any increase in the CPS from the previous 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 the use of the Property by the Lessor or any other lessee of the Lessor. 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, damages, demands, judgments, losses or liabilities whatsoever, direct or indirect, arising from the installation, use, maintenance, repair or removal of Lessee's Equipment, or the occupation of Lessor's Property by Lessee (collectively

"Claim" or "Claims"), except for Claims arising from the sole gross negligence or intentional acts of Lessor, its employees, agents or independent contractors. This indemnification shall survive the termination of this Agreement for any Claim occurring, arising from or in connection with Lessee's occupation of the Property.

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, 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, antenna or appurtenances. Lessor's approval of the installation, contractor and personnel shall not be unreasonably withheld or delayed. If Lessor fails to disapprove the plans and specifications submitted in writing within 30 days of Lessor having received such plans and specifications, the Lessee's submitted plans and specifications shall be deemed to have been approved.

No materials may be used in the installation of the antenna 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 antenna. 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. If Lessor fails to disapprove the plans and specifications submitted in writing within 30 days of Lessor having received such plans and specifications, the Lessee's submitted plans and specifications shall be deemed to have been approved.

All welding, cutting, and coating work required for the installation of antenna 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. sea. 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 to the extent such abatement arises from the installation of Lessee's Equipment. -

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 antenna, 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 no less than 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. Lessee shall remove all of its Equipment within the time provided in such notice and shall not cause other lessees of the Lessor to fail to remove their Equipment. 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 to the extent shall coating maintenance arise from the installation or presence of Lessee's Equipment.

14. Interference

In the event that the operations of Lessee under this Agreement interfere with the water storage and distribution by Lessor or other transmission or reception of signals by other lessees of Lessor, then 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 against such licensee or lessee 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, Lessor will terminate pursuant to the terms of the Lease and will remove its Equipment within 30 days therefrom.

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 reliable 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, Kentucky 40502

TENANT: **BellSouth Mobility LLC**
 1650 Lyndon Farms Court
 Real Estate Manager
 Louisville, Kentucky 40223



Legal Notices Only: **BellSouth** *MOBILITY LLC*
 Suite 910
 1100 Peachtree Street, N.E.
 Atlanta, Georgia 30309-4599
 Attention: Legal Department



18. Governing 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 Agreement

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 attorney's 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-AMERICAN WATER COMPANY

Heather Miller, Secretary

By: *Jay W. Purdy II*
Title: President

ATTEST:

R

BellSouth Mobility LLC, a Georgia limited liability company

By: **Cingular Wireless LLC, a Delaware limited liability company, its Sole Member**

R. Gray

By: *Stacy Smith*
Signature
Stacy Smith
Printed Name
Sr. Mgr
Title

EXHIBITS

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

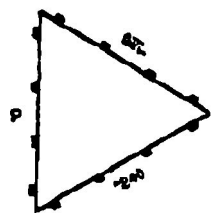
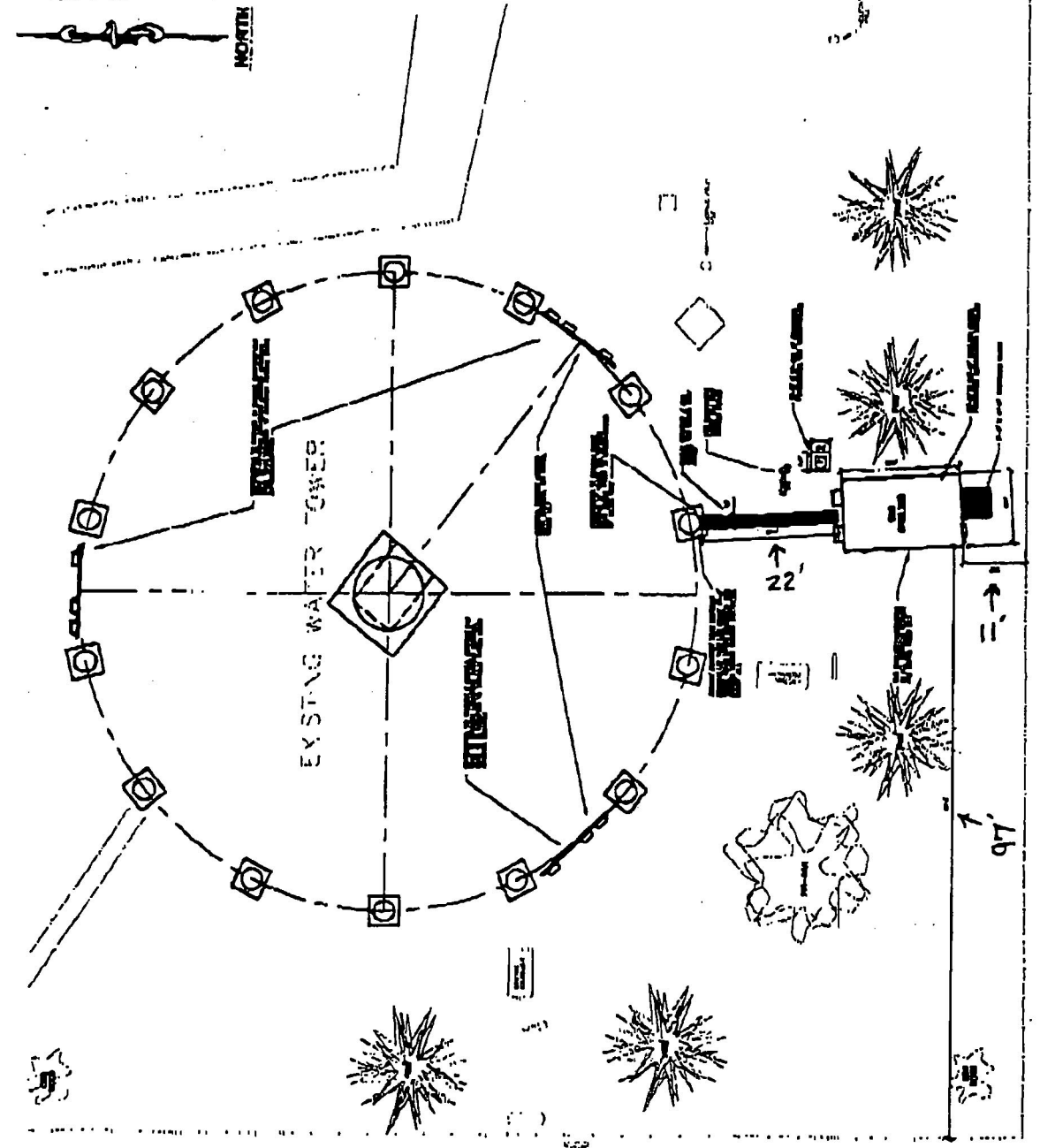
Exhibit A

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:

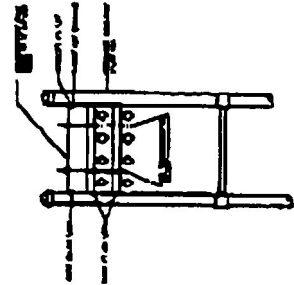
Beginning at a point in the southerly right of way line of Mercer Road, said point being a corner to Industry Development Company; thence with said southerly **right** of way line of Mercer Road for ~~two~~ calls N 76° 01' W 100 feet and N 75° 27' W 100 feet to a new corner with Willmott; thence with Willmott for two new calls S 23' 52' W 200 feet and S 65" 42' E 186.53 feet to the northwesterly 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 15 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' 52' E 155.3 feet to the beginning, and containing 0.983 acre. 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 5, 1929, and of record in Deed Book 256, Page 66, 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 Sara K. Willmott for life, with remainder to Grace W. Fragstein 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.



ANTENNA AZIMUTH

NOTE: THIS ANTENNA AZIMUTH IS A GENERAL PLAN ONLY. THE EXACT LOCATION AND DIMENSIONS OF THE ANTENNA AZIMUTH SHALL BE DETERMINED BY THE CONTRACTOR AND SHALL BE SUBJECT TO THE APPROVAL OF THE AUTHORITY.



ICE BRIDGE/BEAM SUPPORT

SITE PLAN
 06/06/10

Exhibit B

Description of Lessee's Facilities and Equipment

SYSTEM DESIGN PLAN
 BELLSOUTH MOBILITY
 KENTUCKY

NAME: [REDACTED]
 SITE: [REDACTED]

ISSUED BY: [REDACTED]
 DATE ISSUED: 5/28/00
 DEPLOYMENT: SDP

SWITCH LOCATION: [REDACTED]
 MARKET LOCATION: [REDACTED]

CELL #: [REDACTED]

TOWER TYPE: [REDACTED] GROUND ELEVATION: [REDACTED]

FAA COORDS: [REDACTED] LAT: [REDACTED] LON: [REDACTED]

SITE LOCATION: [REDACTED]

FAA STUDY #: [REDACTED] MAX FAA (AMSL): [REDACTED] MAX FAA (AGL): [REDACTED]

LIGHTING REQ.: [REDACTED]

CELLULAR ANTENNAS & EQUIPMENT

COAX SIZE & TYPE: [REDACTED]
 UPTD

ANTENNA	QTY	MODEL	CL	TIP	TILT	AZIMUTH
TX	1	DB374H05XC	10'	112'	10°	240°
TX	1	DB374H05XC	10'	112'	10°	240°
TX	1	DB374H05XC	10'	112'	10°	240°
RX	2	DB374H05XC	10'	112'	10°	240°
RX	2	DB374H05XC	10'	112'	10°	240°

POWER REQUIREMENTS

	ALPHA	BETA	GAMMA
ERP:	20 WATTS	20 WATTS	20 WATTS
ANTENNA GAIN:	10 dB	10 dB	10 dB
FEEDLINE LOSS:	226' 0.8 dB	205' 0.8 dB	118' 0.8 dB
JUMPER LOSS:	0.6 dB	0.6 dB	0.6 dB
HATCHPLATE PWR.	5.52 WATTS	5.40 WATTS	2.81 WATTS

NOTES: Equipment location and water tank circumference is yet to be defined so coax type and calculations are estimated, referencing actual measurements taken at ground level. Corrections will be made following a survey of the property or owner provided blueprints of property are received. 12x20 Building, etc. TMA's are not used.

Exhibit C

Access Guidelines

Reasonable access provided by Kentucky-American Water Company with prior notice.

Exhibit D

Access Easement

A 20' wide tract of land over, under or upon the existing access road located on the below-described property and as shown on the site sketch attached as Exhibit A. Exact legal description of the Access Easement will be determined by survey.

... 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° 52' W 200 feet and S 65° 42' E 186.53 feet to the northwesterly 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 15 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" 52' E 155.3 feet to the beginning, and containing 0.983 acre. 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.

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