

LEASE AGREEMENT

THIS AGREEMENT (“Agreement”) made this _____, 20____, between the **City of Hokah** (“Lessor”) and **Mediacom Minnesota LLC**, a Delaware Limited Liability Company (“Lessee”). **Mediacom Minnesota LLC**

WHEREAS, Lessee is authorized to construct and operate communications systems throughout the United States;

WHEREAS, Lessor controls and maintains the property located in Hokah, Minnesota, as described in “Exhibit A” (“Property”); and

WHEREAS, Lessor desires to Lease the Property to the Lessee; and

WHEREAS, Lessee desires to use the Property for the purposes of constructing, operating, maintaining, repairing, replacing, relocating and removing equipment, comprising a cable television and electronic control center for reception, transmission, processing and retransmission of video programming and other services and products provided over Lessee’s network (the “Facilities”). Such Facilities may include, without limitation, earth stations, towers and buildings for the housing of electronic components and related appliances, appurtenances, fixtures and Facilities, whether above or below ground, with any necessary housing for same, which may be deemed by Lessee to be necessary or desirable in connection therewith. In no event may the Property, or any part thereof, be used for any unlawful purpose.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, Lessee and Lessor, intending to be legally bound, mutually agree as follows:

1. **Term.** The term of this Agreement shall be for a period of 10 years beginning June 1, 2014 and ending May 31, 2024. This Agreement shall automatically renew for an additional 10 year term unless the Lessee gives written notice of its desire not to renew at least 60 days prior to the expiration of the original term. After such renewal term, this agreement shall continue for successive terms of one month each until either Lessor or Lessee terminates the lease by giving the other thirty (30) days written notice of an intention to terminate or a new lease agreement is executed. Notwithstanding the foregoing, Lessee shall have the right to terminate the Lease prior to expiration of the lease term, by giving at least 90 days prior written notice of the Lessee’s intended termination date, and upon such termination date, the Lease shall terminate, and Lessee shall have no further obligation to pay any additional rent, including any rent that would have otherwise been due for any portion of the remainder of the original lease term.
2. **Work Performed.** All work performed by Lessee shall be performed in a proper manner in accordance with industry standards, local codes and the approved specifications. Lessee agrees to repair and replace any damage to the Property resulting from the installation, operation or removal of the Facilities. Lessee shall observe all sanitary laws and regulations applicable to the Property.
3. **Indemnification.** Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorneys’ fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or Property, loss of life or

property resulting from the condition or use of the property unless such injury or loss arises directly from the sole negligence of the Lessor, or any of its agencies, officers or employees, while acting within the scope of their employment.

Notwithstanding any other provision of this agreement, neither party hereto shall be liable to the other of any special, indirect or consequential damages or lost profits to anyone arising out of this agreement or the performance or non-performance of any activity pursuant to this agreement even if such party has been informed of the possibility of such damages.

4. **Rent.** In consideration of the Agreement, Lessee shall pay to the Lessor the yearly sum of \$500.00, payable annually. Rent shall be paid on or before June 1st of each year.
5. **Easement.** Lessor hereby grants to Lessee a non-exclusive continuing Easement to use the Property and access roads shown in Exhibit B to access the Facilities for purposes which include installing, constructing, maintaining, operating, replacing, upgrading, repairing, relocating and removing, equipment and the Facilities. The Easement shall be in effect for the term of this Lease. If an access road to the building is needed, Lessee shall construct and maintain such road at no expense to the Lessor. Lessor shall approve any plans to construct a road on Lessor's Property.

Upon the execution of this Agreement, Lessor shall deliver to Lessee all necessary keys and combinations to facilitate Lessee's ingress to and egress from the Property. Lessee shall be entitled to have access to the Property 24 hours a day, 7 days a week. The rights of Lessee under this Section shall be limited to authorized employees, contractors or subcontractors of Lessee, FCC inspectors or persons under their direct supervision. Notwithstanding the foregoing, Lessor accepts no responsibility for any acts or omissions committed by Lessee's employees, contractors, subcontractors or invitees.

6. **Insurance.** Lessee shall obtain and carry liability or indemnity insurance providing as a minimum, limits of \$1,000,000.00 per person (personal injury) in any one claim; \$1,000,000.00 for damage to the Property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the Property; and an aggregate limit of \$2,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefrom.

The insurance certificate provided under this paragraph shall provide that said certificate will not be subject to cancellation, termination or change except after at least 30 days' prior written notice to Lessor.

7. **Force Majeure.** Except as otherwise provided herein to the contrary, The Lessee shall be excused for the performance of its obligation to pay fees because of the non-operation of its Facilities on the Property if this is due to an act of God, fire, lock out, flood, tornado, hurricane, riot or civil commotion, earthquake, war, the failure of Facilities not belonging to the Lessee, denial of access to Facilities or rights-of-way essential to serving the Property, government order or regulation or any other circumstances beyond the reasonable control of the Lessee. However, any abatement of rent shall be limited to the reasonable period required to return the Lessee's Facilities to operation.

8. **Assignment.** This Agreement may not be assigned by either party without prior written notice to the other party. However, nothing in this Agreement shall prevent the Lessee from assigning this Agreement as collateral security for any obligations of the Lessee.

Notwithstanding any provision of this Agreement to the contrary, Lessee may assign this Agreement without the written consent of the Lessor to (a) an affiliate, parent or subsidiary of Lessee or to any entity controlled by, under common control, or controlling Lessee, (b) any corporation or other entity resulting from the merger or consolidation of Lessee or its parent, or (c) any corporation or other entity which acquires all or substantially all of the assets of Lessee or its parent. Lessee shall provide Lessor with written notice of any such assignment and the assignee shall assume the obligations of Lessee under this Agreement, as applicable, which accrue after the date of such assignment. Pending receipt of written notice from Lessee of any assignment permitted by this Section 8, Lessor may continue to deal with Lessee as the tenant under this Agreement and the Schedule(s), and any notice or billing sent to Lessee by or on behalf of Lessor, and any agreement made between Lessor and Lessee, and any concession or waiver made by Lessee, shall be binding on the assignee.

9. **Subleasing.** Lessee may sublease all or part of space on Lessee's tower that is on Property with written notice to Lessor. Sublessees may include government entities, wireless and other telecommunication companies.
10. **Notice.** All notices to be given in writing under this Agreement shall be deemed to be given when delivered personally to the Lessor or the Lessee, or 48 hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to the Lessor: City of Hokah
 102 Main Street
 Hokah, MN 55941
 (507) 894-4990

If to the Lessee: Mediacom Minnesota LLC
 850 Gateway Drive
 Ottumwa, IA 52501

With copies to: Mediacom Minnesota LLC
 One Mediacom Way
 Mediacom Park, NY 10918
 Attn: Jenna Comizio Guarino – Senior Staff Attorney

11. **Recording.** The Lessee may record this Agreement or a Memorandum of this Agreement in the public records of the County if it so desires.
12. **Waiver of Distress.** The Lessor acknowledges that the Lessee is bound by (or will be bound by) certain covenants in loan agreements with lending institutions which have provided (or will provide) long-term debt financing to the Lessee and that such institutions have (or will have) a

security interest on the Lessee's Facilities located on the Property that will be superior to any claim of the Lessor. As part of the consideration hereunder, the Lessor covenants and agrees with the Lessee that none of the Lessee's personal property, Facilities or trade fixtures shall be subject to distress for rent or liable for any lien, right or claim which the Lessor may have, either now or hereafter; and the Lessor further covenants and agrees that in the event that such lending institutions exercise their right to take possession of or remove said Facilities from the Property, the Lessor will not hinder or interfere therewith, and the Lessor consents to the taking of possession and removal of such personal property.

13. **Default.** If at any time during the period in which this Agreement is in effect, either party defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the other party. All rights and benefits herein conferred shall be deemed forfeited, provided, however, that before any termination shall occur under this paragraph, the defaulting party shall be given written notice and be allowed 30 days from date of delivery of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.
14. **Modification of Agreement.** This Agreement shall not be modified, altered or amended, except by an "Amendment to Lease Agreement," executed by all parties to this Agreement.
15. **Binding on Heirs.** The terms, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.
16. **Compliance with Laws and Regulations.** The Lessee shall, at its own expense, secure and maintain throughout the term of this Agreement and until all of its Facilities and structure are removed, any and all consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with this Agreement, shall comply with all applicable laws, ordinances, rules and regulations pertaining to the placement, maintenance, operation, erection, construction, or removal of its attachments, property, apparatus and structure.
17. **Legal Fees.** If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, including the payment for in-house counsel's time, fees and expenses plus applicable fees, together with costs incurred, including deposition costs and costs for expert witnesses.
18. **Eminent Domain.** If all or a part of the Property shall be taken in any proceeding by a public authority, by condemnation or otherwise, or shall be acquired for a public or quasi-public purpose, which shall cause the remaining portion of the Property to be inadequate or unsuitable for use by the Lessee, in its usual business, either the Lessor or the Lessee shall have the option to terminate this Agreement effective on the date possession of the Property is surrendered, in which event any unearned rent paid or credited in advance shall be refunded to the Lessee. The Lessee hereby waives any claim against the Lessor for the remaining portion of the Agreement and agrees it will peacefully surrender possession to the Lessor, or to the condemning authority at or

before the day of possession is required pursuant to the requirements of the condemning authority.

19. **Applicable Law.** This Agreement, and any claim, controversy or dispute arising under or related to this Agreement (whether based on contract, tort or other legal theory or cause of action,) shall be governed by and construed in accordance with the domestic laws of the state of Minnesota.
20. **Property.** The Lessor covenants that the Lessor owns the Property referenced to in "Exhibit A" in fee simple and has full right to make this Agreement and that the Lessee shall have peaceable possession of the premises during the term hereof. It is mutually understood and agreed upon that the Property and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the Property now outstanding with third persons. The Lessor also retains to itself, its successors or assigns, the right to use the Property for its own purposes, so long as such use does not interfere with the construction, erection, operation, repair or maintenance of the Lessee's Facilities and operations. The Lessor hereby covenants and agrees that it will not use nor will it permit its remaining Property to be used in any manner that could interfere in the Lessee's intended uses of the Property. The Lessee, upon the payment of rent herein reserved and upon performance of all material terms of this Agreement, shall at all times during the agreement term and during any extension or renewal thereof peaceably and quietly enjoy the Property without any disturbance from the Lessor or from any other person claiming through the Lessor, except as may be set forth in this Agreement.
21. **Authorization.** The Lessor and the Lessee represent and warrant that each has the authority to enter into this Agreement and to be bound by its terms and all necessary action on the part of each such party has been duly taken approving the execution, delivery and performance of this Agreement.
22. **Headings.** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
23. **Breach of Warranty.** It is agreed that if warranty made by the Lessor in Section 20, above is breached and it is found that the Lessor does not have the legal right to make this Agreement, the Lessee may receive damages, including, but not limited to twice the fees already paid to the Lessor, administrative and constructive fees, and attorneys' fees.
24. **Total Agreement.** This Agreement supersedes all previous agreements, whether written or oral, between the Lessor and the Lessee, for the use and operation of the Lessee's Facilities on Owner's real Property and there are no other provisions, terms or conditions to this Agreement except as expressed herein.
25. **Utilities.** Beginning on the Possession Date, Lessee shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Property, including, but not limited to, gas, water, (including water of domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services and any similar service. In the event that any charge for any utility supplied to the Property is not paid by Lessee to the supplier when due, the Lessor may, but shall not be required to, pay such charge for and on behalf of

Lessee, with any such amount paid by Lessor being repaid by Lessee to Lessor as Additional Rent promptly upon demand. Additionally, if Lessor shall elect to supply any utilities to the Property, the Lessee shall pay to Lessor the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Lessor agrees that the cost to Lessee of any utilities supplied by Lessor shall not exceed the amount Lessee would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Lessor and Lessee hereby agree that Lessor shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Lessor 's alteration, repair or improvement of the Property.

26. **Taxes.** Lessee shall be responsible for the payment of all general real estate taxes assessed against the Property for any improvements erected on the Property by Lessee or on other personal property owned by the Lessee, whether or not such taxes, liens or other charges are levied against it or against Lessor. Lessor shall present a copy of the paid tax bill to Lessee for reimbursement within 90 days of payment by Lessor.
27. **Additional Taxes.** If Lessor is assessed additional taxes or if its present taxes are increased as a result of any value placed on Lessee's leasehold, fixtures or furnishings, or goods and services, then immediately upon demand and proof of tax increase, Lessee shall pay to Lessor the amount of said additional tax, or the amount of the increase.
28. **Failure to Enforce.** Failure of the Lessor to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by Lessor of any of said rights or conditions and all obligations of the Lessee and rights of the Lessor shall survive the expiration or termination of this Agreement.
29. **Equipment.** It is agreed by the parties to this Agreement that title to all structure and improvements constructed, erected or placed upon the Property by the Lessee, including Facilities and trade fixtures, shall vest with the Lessee.
30. **Repairs and Maintenance.** The Lessee shall, at its own expense, make all necessary repairs and replacements to the Property and to any of the structures erected thereon by the Lessee at its expense. Such repairs and replacements, ordinary as well as extraordinary, and other structural maintenance. The Lessee shall at times during the term of this Agreement and any extensions or renewals maintain in good safe condition any of its Facilities and improvements established on the Property. Non-structural maintenance such as grass and weed trimming shall be made promptly when necessary and will be the responsibility of the Lessee.
31. **Restoration.** Upon request of Lessor, or upon Lessee's decision, said structures and improvements shall be removed by Lessee within 90 days after the expiration, cancellation or termination of this Agreement, or as soon as possible if weather or frozen ground delays the work in this paragraph. The surface of the Property shall be restored, as nearly as practicable, to the same condition as it was prior to the initial construction of structures, and any subsequent maintenance, repair and removal of the above-described Facilities. With respect to any cement

foundations that were installed by Lessee, the Lessee agrees that it shall dig down one (1) foot below grade, cover with topsoil and seed. Lessee shall completely remove any cement foundations at the request of Lessor within one year of the expiration or termination of this Agreement.

32. **Lessor's Right to Property.** Lessee agrees to allow Lessor the right to use the unfenced portion of the Property not in use by the Lessee as a pasture or for farming, provided such use does not interfere with the purpose or use of Lessee or Lessee's tower, buildings, structures, anchors, guy wires, satellite dishes, or other Facilities.

The employees or agents of the Lessor shall have the right to enter upon the Property at all reasonable times during the term of the Agreement for inspection of the Property, and for any other activity related to its operations within the Property.

33. **Lessor Certificate.** Lessor agrees to provide at any time, within 10 days of Lessee's written request, a statement certifying that this agreement is unmodified and in full force and effect or, if there has been modifications, stating such modifications and that such modifications are in full force and effect, whether Lessee is in default of any of its obligations hereunder, and if so, reasonable details thereof, and such other statements as may reasonably be required by the Lessee, including that Lessor has no ownership interest in or lien on Lessee's Facilities on the Property. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any person receiving such certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

LESSOR City of Hokah

Print Name

Title

Date: _____

LESSEE Mediacom Minnesota LLC

Print Name

Title

Date: 6/17/14

EXHIBIT A

The following described Real Estate situated in Hokah, County of Houston, in the State of Minnesota, to wit:

A square tract of land 125 feet by 125 feet lying and being in the Southeast Corner of the hereinafter described tract, together with ingress-egress thereto over, in and upon a one (1) rod strip of land over a location most directly connecting the parcel hereby leased to the public street to the North and East:

Part of Outlot 18 of the Original Plat of the Village of Hokah, Houston County, Minnesota, more particularly described as follows:

Commence at a 1/2" diameter iron pipe at the North Quarter Corner of Section 6, T. 103 N, R4W, City of Hokah, Houston County, Minnesota;

Thence S 00°05'00" E (recorded as South) 510.50 feet along the North-South Quarter Section Line of said Section 6 to a point on the Southern boundary of Mount Hope Cemetery;

Thence S 89°53'19" E (recorded as East), 253.00 feet along said Southern boundary to a 1" diameter iron pipe and the point of beginning; thence continuing S 89°53'19" E (recorded as East), 300.00 feet along said Southern boundary; thence S 00°05'00" E, 250.00 feet to a 1" diameter iron pipe; thence N 89°53'19" W, 300.00 feet to a 1" diameter iron pipe; thence N 00°05'00" W, 250.00 feet to the point of beginning.

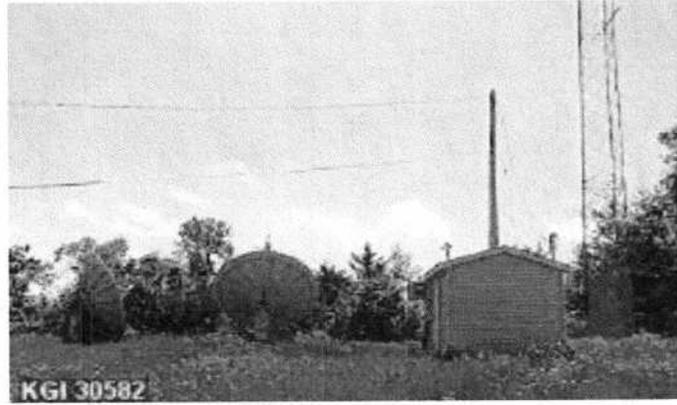
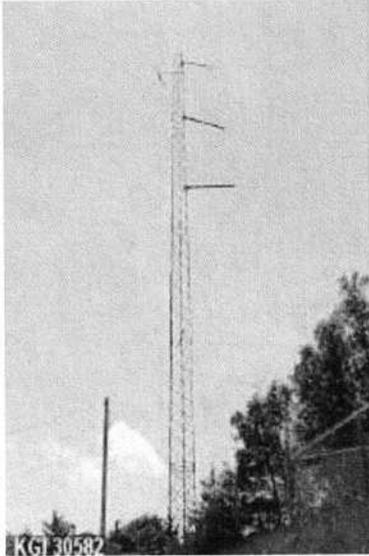
The above described lands contain 1.722 acres more or less.

Together with a private exclusive easement which shall run with and be appurtenant to the aforescribed lands for all ingress-egress purposes for grantee. Said easement is described as follows:

A parcel of land located in Outlots 17 and 18 of the Original Plat of the City of Hokah, Houston County, Minnesota, more particularly described as follows:

Commencing at a point which is the Northwest Corner of the City of Hokah's present reservoir site, thence west 256 feet, thence North 11.5 feet, thence West 75 feet to the Northeast Corner of the parcel hereinbefore described, thence S 51.5 feet, thence East 331 feet to the point 40 feet south of the place of beginning, thence north to the place of beginning.

**EXHIBIT B
(HOKAH, MN)**



Please remit this document to:

Jenna Comizio Guarino
Senior Staff Attorney
Mediacom Minnesota LLC
One Mediacom Way
Mediacom Park, NY 10918
(845) 419-6372

Prepared By
Jenna Comizio Guarino

(Recorders Use Above This Line)

STATE OF _____
COUNTY OF _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ___ day of _____, 20__, by and between **City of Hokah**, (“Lessor”), and **Mediacom Minnesota LLC**, a Delaware limited liability company, with an office at One Mediacom Way, Mediacom Park, NY 10918 (“Lessee”).

1. Lessor and Lessee entered into a Lease Agreement (“Agreement”) on the ___ day of _____, 20__, for the purpose of installing, operating and maintaining a communications facility and other improvements, pursuant to the Agreement.
2. The rental term of the Agreement is for 10 years, commencing on June 1, 2014, automatically renewing on the 10th anniversary of the commencement date for an additional 10 years.
3. The Property which is the subject of the Agreement is described in Exhibit A attached hereto.

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

{Signature page to follow}

EXHIBIT A

The following described Real Estate situated in Hokah, County of Houston, in the State of Minnesota, to wit:

A square tract of land 125 feet by 125 feet lying and being in the Southeast Corner of the hereinafter described tract, together with ingress-egress thereto over, in and upon a one (1) rod strip of land over a location most directly connecting the parcel hereby leased to the public street to the North and East:

Part of Outlot 18 of the Original Plat of the Village of Hokah, Houston County, Minnesota, more particularly described as follows:

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Thence S 89°53'19" E (recorded as East), 253.00 feet along said Southern boundary to a 1" diameter iron pipe and the point of beginning; thence continuing S 89°53'19" E (recorded as East), 300.00 feet along said Southern boundary; thence S 00°05'00" E, 250.00 feet to a 1" diameter iron pipe; thence N 89°53'19" W, 300.00 feet to a 1" diameter iron pipe; thence N 00°05'00" W, 250.00 feet to the point of beginning.

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**EXHIBIT B
(HOKAH, MN)**

