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ANTENNA LEASE AGREEMENT

THIS ANTENNA LEASE AGREEMENT ("Lease") is made and entered into as of the 6th day of March, 2002^{3rd} by and between SPSS&R, ILLINOIS, a City ("Landlord"), and DTN SpeedNet Services, LLC, a Delaware limited liability company ("Tenant").

For good and valuable consideration, the parties hereto agree as follows:

1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, space ("Premises") on the roof or top of a building, grain elevator or other structure ("Structure") owned by Lessor located at Water Tower ("Property"). Landlord grants to Tenant the Access Easement and Utility Easement described in Section 5 of this Lease. Landlord also grants to Tenant access to acceptable indoor space to house Tenant's indoor communication facility enclosure referred to in section 2.

2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, and removing the following communication equipment:

- 2.1. Any and all antennas, dishes, radio transmitting and receiving devices, and/or grids as Tenant may deem appropriate.
- 2.2. Transmission lines, telephone lines, cables and mounting and grounding hardware.
- 2.3. A cabinet(s) or vault(s) to house portions of Tenant's communication equipment and related transmission and telephone lines, cables, power supplies, and necessary accessories. ("communication facility enclosure")

For the purposes of this Lease, all of Tenant's above-described equipment, antennas, dishes, radios, lines, switches, power supplies, accessories, and all necessary appurtenances will be referred to herein collectively as the "Communications Facility".

The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Landlord shall approve the location where the communications facility will be constructed and installed at Premises by Tenant, and such approval shall not be unreasonably withheld or delayed. Tenant may run transmission lines, phone lines and cables between Tenant's equipment and Tenant's antennas, dishes radios and grids. Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable.

3. TERM

The primary term ("Primary Term") of this Lease will be for ten (10) years commencing on the date of this Lease, unless sooner terminated as provided herein. The term of this Lease shall automatically extend for additional periods of five (5) years each (each an "Extended Term"), unless terminated by Landlord giving Tenant at least twelve (12) months prior written notice of Landlord's intent to terminate this Lease upon the expiration of the Primary Term or current Extended Term. Tenant may terminate this

Lease at any time and for any reason upon thirty (30) days prior written notice to Landlord. Landlord grants Tenant sixty (60) days after termination of this Lease in which to remove the equipment.

4. RENT

In consideration for the lease of the Premises, Tenant agrees to provide one or more of the following items as shown by a mark in the space provided opposite such item:

- Tenant shall pay Landlord monthly, in advance, during those months in which the Communications Facility is operating, the sum of \$ 15⁰⁰ as an agreed upon reimbursement for electricity usage by Tenant.
- Tenant will furnish Landlord with free internet access using Tenant's service upon installation and start-up of the Communications Facility and upon Landlord's execution of Tenant's service contract. *Value of services/cash of \$1500 per month. 2007/08*

5. ACCESS AND UTILITIES

Landlord grants to Tenant, for use by Tenant, its employees, agents, and contractors, an easement and license on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). Subject to the terms of Section 4, Landlord will pay all charges for electricity used or consumed by Tenant on the Premises. Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

6. INSTALLATION

Tenant shall install the Communications Facility on the Premises at its sole expense and in accordance with all applicable federal, state and local laws, rules and regulations. Tenant will attempt to install the Communications Facility on the Premises as soon as feasible, but installation may be delayed up to eighteen months due to the complexities of multiple installations in multiple states. Tenant may determine at any time prior to installation occurring that the site has become unsuitable and terminate this agreement.

7. NOTICE

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

- Landlord: To Landlord's address set forth opposite Landlord's signature to this Lease
- Tenant: DTN SpeedNet Services, LLC
9110 West Dodge Road, Suite 200
Omaha, Nebraska 68114
Attention: Gene Porter, President

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

8. INSURANCE

Tenant, at its own expense, shall maintain at all times comprehensive general liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and shall name Landlord as an additional insured on such policy. Tenant shall furnish such evidence as Landlord may reasonably require of the insurance including, but not limited to, a certificate of insurance.

9. LIABILITY AND INDEMNITY

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs or expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees, licensees. The provisions of this Section 8 will survive the termination of this Lease.

10. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant may, without Landlord's consent, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility, to any party controlling, controlled by or in common control with Tenant or any party acquiring substantially all of the assets of Tenant.

11. TITLE

Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Structure and the Property. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities. Landlord represents that Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

12. QUIET ENJOYMENT

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any persons or entities claiming under the Landlord. Landlord will not use, allow or permit the Property or Structure to be used in any manner that will limit, impair or restrict the use or operations of the Communications Facility or allow any use that could cause any destructive or conflicting interference with the Communications Facility. Landlord grants to Tenant the exclusive right to use the Premises for the broadcast of radio signals in the FCC's ISM/N11 frequency ranges of 900-928 MHz, 2.400-2.843 GHz and 5/75-5.875 GHz. Furthermore, Landlord shall not permit any other electronic transmission equipment to be installed on or about the Premises and Property that would

interfere with or impact the operation of Tenant's Communication Facility. Tenant agrees not to interfere with the operations of Landlord on the Property.

13. ENTIRE AGREEMENT AND BINDING EFFECT

This Lease constitutes the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

14. GOVERNING LAW

This Lease shall be governed by the laws of the state in which the Premises are located.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

TENANT:

LANDLORD:

DTN SpeedNet Services, LLC

CITY OF SESSER

By: Gene Porter

By: NED MITCHELL

Name: Gene Porter

Name: NEED MITCHELL

Title: President

Title: MAYOR

An Officer of the Company

Landlord's Address for Notices:

CITY OF SESSER

P. O. BOX 517

SESSER, IL 62884

**TOWER SITE DATA
REQUIRED WITH EACH CONTRACT**

Company Name: Sesser, Illinois

Owner Name: City of Sesser

Street Address of Site: 402 Park St

City Sesser State IL Zip 62884

Mailing Address: PO Box 517

City Sesser State IL Zip 62884

Site Contact Name: Jerome Kope c

Work Phone: 618 625-3611 Cell Phone: _____

After Hours Contact: Central Police Dispatch

Work Phone: 724 2432 Cell Phone: _____

Home Phone: _____

Local Telephone Company

Name: _____

Phone: _____