

Site Name: Piney

Site No: 860862

GROUND LEASE

This Lease is made and entered into as of the 14th day of March, 2007, by and between C. W. Culwell, Jr., having an address at 694 Riverbend Drive, Crossville, Tennessee 38555, hereinafter referred to as "Landlord," and Tennessee RSA No. 3 Limited Partnership, a Tennessee limited partnership, having an address at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease. (a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: 100 feet by 100 feet

Approximate acreage: .23 acre

Location: As described in Record Book 49, Page 239, in the Register's Office of Morgan County, State of Tennessee. This description of the Leasehold Parcel shall be superseded by a surveyed legal description that shall be attached to this lease as Exhibit A."

(b) During the Initial Option Term (as defined below) and any extension thereof, and during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$700.00 upon execution of this Lease by Landlord and Tenant. The Option will be for an initial term of six months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the

payment of an additional \$700.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord hereby leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easements. Landlord hereby grants to Tenant a nonexclusive access easement 30 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a nonexclusive utility easement 10 feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibit "A" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to, (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels, (b) the right to improve an access road within the Access Easement Parcel, (c) the right to place utility lines and related infrastructure within the Utility Easement Parcel, (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of (i) installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and (ii) improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2. Landowner will retain unlimited access and usage of roadway to be built from Highway 328 to tower site.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.

4. Term of Lease. In the event Tenant exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as defined below). The Initial Term will terminate on the last day of the month in which the fifth anniversary of the Commencement Date falls.

5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to five additional terms of five years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least

sixty (60) days before the expiration of the Initial Term (as same may have been extended in accordance with this Section 5).

6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving 90 days' prior written notice to Landlord and by paying Landlord six months rent then in effect as liquidated damages.

7. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), ~~Tenant shall pay Base Rent to Landlord in the amount of \$7,000.00 per~~ month, the first payment of which shall be due within 30 days of the Commencement Date and installments thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Base Rent on behalf of the Landlord. Base Rent will be prorated for any partial month.

8. Adjusted Base Rent. On the fifth anniversary of the Commencement Date and throughout the duration of the Lease as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the Initial Term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, ~~1982=84=100~~ (U.S. Department of Labor, Bureau of Labor Statistics). If the said Consumer Price Index ceases to be published, then a reasonably comparable index shall be used.

9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

10. Property Taxes. Except as otherwise set forth in Paragraph 11, Landlord shall be responsible for payment of real property taxes related to Landlord's property of which the Leasehold Parcel is a part ("Landlord's Parcel"). Tenant shall be responsible for the real estate taxes levied against the Leasehold Parcel and for payment of all personal property taxes, where applicable, levied against Tenant's tangible personal property located on the Leasehold Parcel.

(a) If the real property tax assessment classification of Landlord's Parcel changes as a result of Tenant's use thereof, then Tenant shall reimburse Landlord for real property tax increases attributable to such commercial use. In the absence of any definitive calculations of such increases in values, increases in the real property values reflected in Landlord's real property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best approximate the tax impact attributable to Tenant.

(b) If the Leasehold Parcel is eligible for a separate assessor's parcel number, the real property tax bill for the Leasehold Parcel shall be sent directly to and shall be paid by Tenant. If the Leasehold Parcel is not eligible for a separate assessor's parcel number, Landlord shall be responsible for payment of real property taxes related to Leasehold Parcel. Tenant shall reimburse Landlord for Tenant's proportionate share of such real property taxes paid by

Landlord. Tenant's proportionate share shall be determined as the square footage of Leasehold Parcel, divided by the square footage of Landlord's Parcel, times total real property tax attributable to the land contained in Landlord's Parcel.

(c) Tenant shall reimburse Landlord for Tenant's share of the real property taxes related to the Landlord's Parcel or to the Leasehold Parcel, as determined in paragraph (a) or (b) of this section, following Landlord's demand thereof. Landlord's requests to Tenant for reimbursement of such real property taxes should be addressed to:

U. S. Cellular,
P.O. Box 31369,
Chicago, IL 60631-0369

A copy of Landlord's real property tax bill and a paid tax receipt must accompany all Landlord's requests to Tenant for reimbursement of such real property taxes. Tenant shall only be responsible for real property tax reimbursements requested within one year of payment of such real property taxes by Landlord. Tenant shall comply with valid requests for reimbursement to Landlord by utilizing the same payment method utilized for rent payments related to this lease.

(d) In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against Base Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof, as determined in paragraph (a) or (b) of this section.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

12. Mutual Indemnification. Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other Party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such Party, or its agents, employees, or contractors; or (ii) any material breach by such Party of any provision of this Agreement. Neither Party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other Party.

13. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's Parcel.

14. Monetary Default. Tenant shall be in default under this Lease if Tenant fails to make a payment of Base Rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

15. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure. Such grace period shall automatically be extended for an additional 90 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.

18. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises.

19. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.

20. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

21. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.

22. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.

23. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.

24. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

25. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

26. Modifications. This Lease may not be modified, except in writing signed by both parties.

27. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

[SIGNATURE PAGE FOLLOWS]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD: C. W. Culwell, Jr.

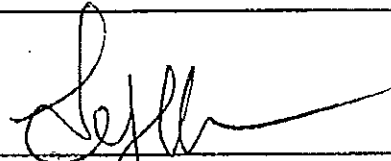
TENANT: Tennessee RSA No. 3 Limited Partnership

By: United States Cellular Operating Company of Knoxville, its general partner

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(printed) C. W. Culwell Jr

Social Security # (or FEIN) 266 66 6976

By: 

Printed: Leon Hensen

Title: Vice President

Form approved at
USCell by mgx

Exhibit A

Legal Description of Leasehold Parcel