

LEASE AGREEMENT

THIS LEASE is made this 1st day of July, 1998, by and between Helen J. Crow and Helen Crow Mills, hereinafter called "Lessor," and Marcus Cable of Alabama, L.P., hereinafter called "Lessee."

Lessor hereby lease to Lessee and Lessee hereby leases from Lessor the property located at and known as #112 Helena Shopping Center, Helena, AL 35080, hereinafter referred to as "the Premises"; to be used for a term of five (5) years, beginning on the 1st day of July, 1998, and ending on June 30, 2003; for which Lessee agrees to pay to Lessor on the first day of each and every month of the term hereof, in advance, at such place as Lessor may designate from time to time, rent in the sum of:

- a. During the first year (July 1, 1998 through June 30, 1999), monthly installments of \$420 per month;
- b. During the second year (July 1, 1999 through June 30, 2000), monthly installments of \$441 per month;
- c. During the third year (July 1, 2000 through June 30, 2001), monthly installments of \$463 per month;
- d. During the fourth year (July 1, 2001 through June 30, 2002), monthly installments of \$486 per month; and
- e. During the fifth year (July 1, 2002 through June 30, 2003), monthly installments of \$511 per month.

As additional consideration, if during any Term of this Lease the property tax on the Premise should increase, Lessee agrees to reimburse Lessor the amount of any such increase.

Lessee is granted an option to renew this Lease for two (2) additional five (5) year periods, terms of which are negotiable at the beginning of any such renewal period.

IT IS ALSO AGREED THAT:

1. **Use of Premise:** Lessee shall use the Premises solely for the construction and operation of its cable television business.
2. **Improvements to Premises:** Lessee may make leasehold improvements to the Premise (the "Improvements"), the plans and specifications for which shall be subject to Lessor's prior written approval, which shall not be unreasonably withheld.
3. **Insurance:** Lessee, at its sole expense, shall keep and maintain casualty insurance insuring the Improvements, in an amount not less than the replacement cost thereof, against fire, lightning, explosions, and other casualties included in the extended coverage endorsements. Nothing shall be done or kept in or on the Premises by Lessee which will cause a cancellation of any such insurance.

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4. **Assigning or Subleasing:** Lessee shall not assign, transfer or encumber the Lease or any part thereof without written consent of Lessor, and shall not sublet or allow any other tenant to come in with or under Lessee without like consent; provided, however, Lessee may assign the Lease to any entity which holds ownership or controlling interest in Lessee.

5. **Lessor's Right of Entry:** Lessor or Lessor's agent may enter the Premises at reasonable hours to examine the same and to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises or any building of which they are a part; and, during the last thirty (30) days of this Lease, Lessor may display a "For Rent" sign on and show the Premises.

6. **Lessor's Liability:** All merchandise and property in or about the Premises shall be at Lessee's sole risk, and Lessee does hereby, now and forever, release Lessor from any claims for damages, howsoever caused, if arising from Lessor's negligence or breach hereof.

7. **Utilities:** Lessee shall furnish and pay for all electricity, gas, water, fuel and other services used in or assessed against the Premises, unless otherwise herein expressly provided.

8. **Public Requirements, Maintenance:** Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or use thereof, and save Lessor harmless from expense or damage resulting from failure to do so, provided that Lessor shall indemnify Lessee from and against all claims, damage, cost, liability and expense relating to any alleged violation of federal, state or local environmental laws arising in whole or in part out of the condition of the property as it existed prior to this Lease or out of any condition caused in whole or in part by Lessor.

Lessor represents and warrants that there has been on the Premises no leakage, spillage or release of any hazardous substance, petroleum or toxic materials or hazardous waste, and there has been no violation of any environmental law, ordinance or regulation with respect to the Premise prior to Lessee's taking possession of said Premises.

Lessor shall keep in good repair the roof and structural elements of the Premises and appurtenances.

9. **Care of the Premises:** Subject to obligations of Lessor set forth above, Lessee shall take good care of the Premises and appurtenances thereof, and keep them in good repair, free from filth, overloading, danger of fire, explosion or any nuisance, and return the same to Lessor at the expiration of this Lease in as good condition as when received by Lessee, usual wear and use, damage by fire, explosion, providential means or any other casualty excepted. If Lessee fails to do anything required of Lessee in this paragraph or elsewhere in the Lease within a reasonable time after it should be done, Lessor may at Lessor's option perform the same, and Lessee will repay Lessor the actual cost thereof on demand. Lessee may install an asphalt or concrete parking lot on the Premises.

10. **Damage by Casualty:** If during the term hereof the Improvements shall suffer damage

by fire, explosion, providential means or other casualty, Lessee shall, at its option, either (i) immediately proceed to repair such damage and replace any Improvements destroyed; or (ii) terminate the Lease, in which event all insurance proceeds payable as a result of such damage to the Improvements shall be payable to and become the sole property of Lessee. In the event Lessee elects to repair or replace the damage to the Improvements, the rent provided for herein shall abate during the period reasonably required for such repair or replacement.

11. **Fixtures:** All buildings, repairs, alterations, additions, improvements, installations, equipment and fixtures, by whomsoever installed or erected (except such of the Improvements as can be removed without damage to or leaving incomplete the Premises) shall belong to Lessor and remain on and be surrendered with the Premises as a part thereof upon expiration of the Lease.

12. **Default:** If there be default in payment of any rent or any other of Lessee's obligations hereunder, or if the Premises be abandoned or vacated, and if such default or condition shall continue after ten (10) days' notice, in writing, from Lessor to Lessee, to make good such default or correct such condition, Lessor may at Lessor's option, at any time thereafter while such default or condition continues, without further notice or demand, declare this Lease terminated and enter upon and repossess the Premises, free of this Lease, or for a shorter or longer term, and may receive the rents therefor, applying the same first to the payment of expenses relating to repairs, reletting and recordation of the leased Premises, and then to the payment of rent due and to become due under this Lease, Lessee remaining liable for and agreeing hereby to pay Lessor any deficiency monthly on the rent day specified herein.

13. **Waiver:** A waiver by Lessor or Lessee of any default or breach hereunder shall not be construed to be a continuing waiver of such default or breach, nor as a waiver or permission, expressed or implied, of any other or subsequent default or breach.

14. **Notices:** Any notice hereunder shall be sufficient if sent by certified mail, addressed to Lessee, and to Lessor where rent is payable, at such addresses as may be provided from time to time.

15. **Waiver of Subrogation:** Each of the parties hereby release the other from all liability for damage due to any act or neglect of the other (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of any casualty for which either of the parties is now carrying or may hereafter carry insurance or which is normally covered by fire and extended coverage insurance; provided, however, the releases herein contained shall not apply to any loss or damage occasioned by the wilful act of either of the parties hereto; and the parties hereto further agree that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company or companies consent to the mutual release of liability contained in this paragraph and waive all right of recovery by way of subrogation against Lessor or Lessee in connection with any loss or damage covered by any such policies. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in its policies, provided such waiver was obtainable at the time of such loss or damage.

16. **Indemnity and Public Liability:** Lessee agrees to hold Lessor harmless from, and to indemnify Lessor against, any and all claims, liabilities and damages, penalties, costs or expenses, including attorney's fees, arising out of or in connection with enforcing any obligation of Lessee hereunder, for damage to persons and property resulting from or in connection with the condition of the leased Premises, or suffered or incurred in or about the leased Premises, or as a result of any breach by Lessee, its agents, contractors, employees, invitees or licensees. Lessee further covenants and agrees to maintain at all times during the term of this Lease, comprehensive public liability insurance with a responsible insurance company licensed to do business in the State of Alabama and satisfactory to Lessor, indemnifying Lessor as an additional named insured, and in an amount of not less than \$1-million combined single limit for bodily injury and property damage. Lessee shall furnish Lessor with a Certificate(s) of Insurance evidencing such coverage by Lessee.

17. **Eminent Domain:** If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain, or be acquired for any public or quasi-public use or purpose, or conveyed by Lessor under threat of such taking, the term of this Lease shall cease and terminate upon the date when the possession of the Premises or the part thereof so taken shall be required for such use or purpose and without appointment of the award, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. Rent at the then current rate shall be apportioned as of the date of the termination. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to and cost of removal of equipment or fixtures.

18. **Holding Over:** No holding over by Lessee after the term of this Lease shall be construed to extend the Lease. In the event of any unauthorized holding over, Lessee shall indemnify Lessor against all claims for damages by any other Lessee to whom Lessor may have leased all or any part of the Premises covered hereby effective upon the termination of this Lease. Any holding over with the consent of Lessor, in writing, shall thereafter constitute this Lease a lease from month-to-month.

19. **Successors:** Subject to Section 4 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Cancellation Clause:** Lessee shall have the right to cancel this Lease upon ninety (90) days' prior written notice.

IN WITNESS WHEREOF, the parties have signed triplicate copies hereof.

Helena J. Crow

By: *Helena Crow Mills*
"Lessor"

MARCUS CABLE OF ALABAMA, L.P.

By: *Edna Comitor*
"Lessee"

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