COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into this day of July , 2009 ("Effective Date"), by and between Vigs Pigs, LLC, a South Dakota limited liability company ("Owner"), and Alltel Communications, LLC, a Delaware limited liability company ("Tenant").

The parties hereto agree as follows:

1. <u>Definitions. The following terms shall have the meanings indicated:</u>

"Commencement Date" shall mean that date upon which Tenant notifies Owner that Tenant has elected to construct the Communications Facility.

"Communications Facility" shall mean towers, antennas, buildings, and other incidental uses.

"Easement" shall mean that certain real property described on the attached Exhibit "B".

"Government Approvals" shall mean all licenses and permits required for Tenant's Use of the Premises.

"Hazardous Materials" shall mean hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations.

"Inspections" shall mean tests, borings, surveys, studies, inspections, and investigations of the Premises or Easement, consultation with government agencies, and interviews of persons familiar with the Premises or the Easement, including, without limitation, tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems and environmental hazards.

"Inspection Period" shall mean that period of time which begins on the Effective Date and ends 12 months after the Effective Date.

"Premises" shall mean that certain real property described on the attached Exhibit "A".

"Tenant's Use" shall mean any lawful use including, without limitation, constructing, installing, maintaining, improving, and operating a Communications Facility on the Premises.

"Term" shall mean the initial term and any applicable renewal terms.

2. <u>The Premises</u>. Subject to this Lease, Owner hereby leases to Tenant the Premises for Tenant's Use. Owner also grants to Tenant a non-exclusive easement during the Term of this Lease for ingress and egress and for the installation and transmission of utilities on and under the Easement. Tenant shall have unencumbered access to the Premises and the Easement 24 hours each day. Upon completion of a survey in form and content satisfactory to Tenant, the description of the Premises and the description of the Easement shall be substituted for its respective description on Exhibit "A" and Exhibit "B" and, in the event of conflict, the description from the survey shall control.

3. Term.

- (a) <u>Initial Term</u>. The initial term of this Lease shall commence on the Effective Date and expire five (5) years after the Commencement Date, unless extended or sooner terminated in accordance with this Lease.
- (b) Renewal Term. Tenant shall have the right to extend this Lease for five (5) additional terms of five (5) years each on the same terms and conditions as set forth in this Lease. Unless Tenant notifies Owner of its election not to exercise any renewal term at least 60 days prior to the expiration of the initial term or the current renewal term, each renewal term shall automatically be exercised without notice or other action of any kind by Tenant.

4. <u>Inspection Period</u>.

- (a) During the Inspection Period, Tenant or Tenant's officers, employees, agents, or independent contractors may enter upon the Premises or the Easement for any lawful purpose, including, without limitation, to make Inspections. Tenant shall not unreasonably interfere with Owner's use of the Premises or the Easement while making the Inspections and shall repair damages, if any, to the Premises or the Easement caused by the Inspections. Owner agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, all Government Approvals whether such Government Approvals are sought during the Inspection Period or otherwise during the Term.
- (b) As consideration for the Inspection Period, Tenant shall pay Owner the sum of \$250.00. Tenant may extend the Inspection Period for 6 months by paying the Owner the sum of \$125.00. Payments made to Owner in accordance with this Section are non-refundable to Tenant.
- (c) Tenant may, at Tenant's discretion and at any time during the Inspection Period, notify Owner of the Commencement Date. If Tenant does not notify Owner of the Commencement Date, this Lease shall automatically terminate at the end of the Inspection Period.

5. Rent.

- (a) Beginning on the Commencement Date, Tenant shall pay Owner the sum of \$2,800.00 per year as rental ("Rent"). Rent shall be payable on each anniversary of the Commencement Date in advance at Owner's address or as otherwise specified by Owner and shall be prorated for any partial year at the earlier termination of this Lease, based upon the number of days in that year.
- (b) In the event that Tenant elects to renew this Lease, the Rent shall, on the first day of each Renewal Term, be adjusted by 10% over the then current annual Rent.
- (c) In the event of termination for any reason other than nonpayment of Rent, all prepaid Rent shall be refunded to Tenant.

(d) Such rent payment(s) shall be made payable 100% to Vigs Pigs, LLC and shall be mailed to:

Vigs Pigs, LLC ATTN: Manager P.O. Box 214 Veblen, SD 57270

- 6. Owner's Representations and Warranties. Owner represents and warrants the following:
- (a) Tenant's Use is not prohibited by any covenant, restriction, subdivision rule or other contract;
- (b) Tenant's Use is not prohibited by any easement, license, right of use or other encumbrance of the Premises or the Easement;
 - (c) The Premises and the Easement are free of Hazardous Materials as of the Effective Date;
- (d) Any use, storage, treatment or transportation of Hazardous Materials which has occurred on the Premises or the Easement prior to the Effective Date has been in compliance with all applicable federal, state and local laws, regulations and ordinances;
 - (e) Owner has the full right, power and authority to execute this Lease;
- (f) Owner has fee simple, marketable title to the Premises and the Easement free and clear of any liens, encumbrances, or mortgages which would interfere with Tenant's Use;
- (g) Tenant shall, during the Term, have the quiet enjoyment of the Premises and the Easement; and
 - (h) There are no brokerage commissions or finders' fees owed in connection with this Lease.
 - 7. <u>Improvements</u>.
- (a) Tenant shall, in Tenant's discretion, design and construct the Communications Facility in any manner Tenant deems appropriate. The Communications Facility shall remain the exclusive property of Tenant and Tenant shall have the option, but not the obligation, to remove the Communications Facility or any portion thereof following the expiration of the Term or earlier termination of this Lease.
- (b) Tenant will use commercially reasonable efforts to install utilities on the Easement. If installation on the Easement is not possible, Owner agrees to cooperate with Tenant in executing additional easements or agreements, as required by applicable utility companies and which are necessary to protect Tenant's rights under this Lease or Tenant's Use of the Premises.
- 8. <u>Default.</u> A default shall occur if either party shall fail to keep and perform any express written provision of this Lease and such failure shall continue for a period of 30 days after receipt of written notice, unless such failure cannot be cured within a period of 30 days and, prior to the expiration of 30 days after receipt of notice, the party failing to keep or perform the provision commences to eliminate such failure and proceeds diligently to take steps to cure the same. On the occurrence of default, the non-defaulting party may, without limitation, remedy the default and deduct the cost thereof from subsequent payments to the defaulting party or pursue any available remedies at law or in equity. In

no event shall Owner be entitled to accelerate rent due from Tenant or to take possession of the Premises, the Communications Facility or other personal property owned by Tenant on the Premises. Both parties shall have the duty to use commercially reasonable efforts to mitigate damages in the event of default.

- 9. <u>Interference</u>. Owner shall not use, nor shall Owner permit the use of any portion of the Premises or the Easement or adjoining or proximate property of Owner in any way which interferes with Tenant's Use. If Owner violates this Section and the violation continues for 24 hours after Tenant has given Owner oral notice of such violation, Tenant may, beginning on the date of the violation, withhold rent payments until such violation is remedied.
- 10. <u>Termination</u>. Tenant may, without limiting rights otherwise set forth in this Lease or available at law or in equity, terminate this Lease without penalty or further liability, as follows:
 - (a) Immediately during the Inspection Period for any reason or no reason;
- (b) After the Commencement Date, upon 6 months written notice to Owner for any reason or no reason;
- (c) Immediately if Tenant is unable to obtain or maintain any Government Approvals necessary to the construction and operation of the Communications Facility or Tenant's Use;
- (d) Immediately if the Premises or Communications Facility is damaged so as to, in Tenant's discretion, hinder Tenant's Use;
- (e) Immediately in the event that, in Tenant's discretion, interference, whether or not from Owner's activities or any other source, hinders Tenant's Use and which interference may not, in Tenant's discretion, be adequately corrected or eliminated by Tenant;
- (f) Immediately if Hazardous Materials are discovered to exist on or under the Premises or the Easement; and
 - (g) In the event of an uncured Owner default under Section 8 above.
 - 11. Sublease and Assignment.
- (a) Tenant may, in its sole discretion, sublease or license the Premises or any portion thereof to others. Tenant may, in its sole discretion, assign this Lease. Tenant's sublessees, licensees, or assignees shall be permitted the same rights granted to Tenant in accordance with this Lease including, without limitation, ingress and egress to the Premises. Upon assignment, Tenant shall owe no further duties or obligations under this Lease.
- (b) Tenant may, upon notice to Owner, mortgage or grant a security interest in this Lease and the Communications Facility, and may assign this Lease and the Communications Facility to any such mortgagees or holders of security interests including their successors and assigns. In such event, Owner shall execute such consent to leasehold financing as may reasonably be required by such mortgagees. Owner agrees to notify Tenant's mortgagees simultaneously with any notice to Tenant of any default by Tenant and to give mortgagees the same right to cure any default of Tenant as is afforded Tenant in accordance with this Lease.

- 12. <u>Taxes</u>. Owner shall pay all real property taxes and all other fees and assessments attributable to the Premises when due. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facility.
- 13. <u>Insurance</u>. Tenant may, at Tenant's expense, purchase and maintain in full force and effect throughout the Term, such insurance policies as Tenant may deem necessary. Owner shall have no interest in the proceeds of such insurance.
- 14. <u>Condemnation</u>. If a condemning authority takes, or acquires by deed in lieu of condemnation, all or a portion of the Premises or the Easement, this Lease shall, at the option of Tenant, terminate as of the date the title vests in the condemning authority. Owner and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Tenant shall include, where applicable, the value of its Communications Facility, moving expenses, prepaid rent and business dislocation expenses). Should Tenant elect not to terminate this Lease, the rent due during the remainder of this Lease Term shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority.
- 15. Tenant's Environmental Matters. Tenant shall comply with all applicable federal, state and local laws, regulations and ordinances applicable to Hazardous Materials. Tenant shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products and stand by batteries containing sulfuric acid in electrolyte necessary for the operation of an emergency electrical generator to serve the Communications Facility). Tenant shall be responsible for any expense for compliance with the requirements of any federal, state or local laws, regulations or ordinances caused, directly or indirectly, by the activities of the Tenant or Tenant's agents, employees or contractors.
- 16. <u>Hold Harmless</u>. Owner agrees to defend, indemnify, protect and hold harmless Tenant and Tenant's officers, directors, employees, shareholders, successors, assigns, agents, affiliates, representatives, partners, and contractors from and against any and all claims, actions, administrative proceedings (including, without limitation, informal proceedings), judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including, without limitation, reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature suffered by or asserted against Tenant as a result of Owner's use or occupancy of the Premises or the Easement, or from Owner's performance or failure to perform under this Lease, or from the breach of any of Owner's representations or warranties herein. This indemnification shall include, without limitation, all claims, damages and expenses arising during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials on or under the Premises or Easement (including, without limitation, any Hazardous Materials which flow, diffuse, migrate or percolate into, onto or under the Premises or the Easement after the Effective Date), unless such Hazardous Materials are present solely as the result of the negligence or willful misconduct of Tenant.
- 17. <u>Notices</u>. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by registered or certified mail, or by nationally recognized overnight courier having a record of receipt to the addresses indicated below:

If to Owner:

Vigs Pigs, LLC ATTN: Manager P.O. Box 214 Veblen, SD 57270 Phone: (701) 678-6243 Email: denbev@tnics.com Hand Delivery Address:

Vigs Pigs, LLC ATTN: Manager

202 North Larson Street Veblen, SD 57270

If to Tenant:

Alltel Communications, LLC

ATTN: Network Property Management Department B2F02-A

P.O. Box 2177

Little Rock, AR 72203-2177 Phone: (877) 557-8226 Fax: (501) 905-6944

Hand Delivery Address:

Alltel Communications, LLC

ATTN: Network Property Management Department

Building II, Floor 2-A One Allied Drive Little Rock, AR 72202

- 18. <u>Waiver of Owner's Lien</u>. Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.
- 19. <u>Holding Over</u>. In the event Tenant remains in possession of the Premises after the expiration of the Term without executing a new Lease, Tenant shall, subject to this Lease, occupy the Premises month-to-month. For such hold over period, Tenant shall pay the monthly rent which was applicable during the last month of the Term.
- 20. Waiver of Liability. TENANT SHALL NOT BE RESPONSIBLE OR LIABLE TO THE OWNER FOR ANY LOSS OR DAMAGE ARISING FROM ANY CLAIM TO THE EXTENT ATTRIBUTABLE TO (1) ANY ACTS OR OMISSIONS OF ASSIGNEES, SUBLESSEES OR LICENSEES OR ANY OTHER PERSON, ENTITY OR ENTERPRISE OCCUPYING THE COMMUNICATIONS FACILITY; (2) VANDALISM; (3) ANY STRUCTURAL OR POWER FAILURES; OR (4) DESTRUCTION OR DAMAGE OF THE COMMUNICATIONS FACILITY. UNDER NO CIRCUMSTANCES SHALL TENANT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS.
- Right of First Refusal. Tenant shall have and Owner hereby grants to Tenant, the right, at Tenant's option, to purchase the Premises or a portion of the Premises, or Owner's interest in this Lease, prior to Owner selling the Premises or a portion thereof, or transferring Owner's interest in this Lease, to any person, entity or enterprise ("First Refusal Option"). Prior to any sale of the Premises or any portion thereof, or any transfer of Owner's interest in this Lease, during the Term, Owner shall give Tenant written notice, including a copy of the fully executed offer received ("First Refusal Notice"). Tenant may choose to exercise its First Refusal Option by giving Owner notice of its intention to purchase the Premises (or the portion under offer), or Owner's interest in this Lease, in the event of a proposed assignment of this Lease, within 30 days of receipt of the First Refusal Notice. Tenant's purchase of the Premises or Owner's interest in this Lease, whichever is applicable, under its First Refusal Option shall be on the same terms and conditions as the offer included with the First Refusal Notice, with the exception that, if the offer proposes a property exchange, Tenant may substitute a cash equivalent for the consideration to be given, and Tenant shall not be required to purchase property other than the Premises

and may prorate the purchase price of any offer for the Premises and additional property based upon the square footage or acreage of the Premises compared to the total area to be purchased under the offer. If Tenant does not exercise its First Refusal Option by giving notice as set forth above, then the First Refusal Option shall expire and Owner may proceed to sell the Premises or transfer its interest in this Lease upon the terms set forth in the offer included with the First Refusal Notice, provided the sale closes within six months of the date of that offer and provided the sale shall be subject to the terms of this Lease. Tenant's failure to exercise its First Refusal Option or its express waiver of the First Refusal Option shall not be deemed a waiver of Tenant's First Refusal Option for subsequent instances when Owner receives an offer to purchase the Premises or a portion of the Premises or an offer to purchase Owner's interest in this Lease.

22. <u>Miscellaneous</u>.

- (a) The prevailing party in any litigation arising under this Lease shall be entitled to its reasonable attorney's fees and court costs, including those incurred in any appeals.
- (b) This Lease constitutes the entire agreement and understanding of Owner and Tenant, and supersedes all offers, negotiations and other agreements pertaining to the Premises and Easement. Any amendments to this Lease must be in writing and executed by Owner and Tenant.
- (c) Owner and its successors or assigns shall cooperate with Tenant in executing any documents or tax forms Tenant deems necessary to protect Tenant's rights under this Lease or Tenant's use of the Premises. Tenant may record this Lease or a Memorandum of Lease executed by all parties and the cost of any recording fees shall be paid by Tenant.
- (d) This Lease shall be construed in accordance with the laws of the state in which the Premises are located.
- (e) All judicial proceedings to be brought with respect to this Lease shall be brought in the County and State where the Premises is located, in a State or Federal Court of competent jurisdiction and each party accepts generally and unconditionally the exclusive jurisdiction of such a court and irrevocably waives any objection, including any objection to venue based upon forum non-conveniens, which either of them may now have or hereafter have to the bringing of any such proceeding with respect to this Lease.
- (f) If any portion of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect unless the invalidity, in Tenant's discretion, hinders Tenant's Use or defeats the overall intent of this Lease.
- (g) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Lease on behalf of the party indicated.
- (h) This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
- (i) Each party agrees to furnish to the other, within 10 days after receipt of written request, such estoppel information as the other may reasonably request.

(Signature Page Follows)

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

| WITNESS AS TO OWNER: | OWNER: Vigs Pigs, LLC, a South Dakota limited liability company |
|--|---|
| Sign Rum Ruhards Print Name Rum LiChards | By: Dennis Vig Name: Dennis Vig Title: Manager Date: 5-19-09 |
| WITNESS AS TO TENANT: | TENANT: Alltel Communications, LLC, By Management Trust, a Delaware limited liability company |
| Sign June L'Estuidge Print Name June Esknidge | By: Sulaus Bonds Name: Barbara Bonds Title: Trust Counsel |
| | Date: 7/28/09 |

OWNER ACKNOWLEDGEMENT

GORDON P. NIELSEN Notary Public - South Dakota My Commission Expires 9-18-2010

TENANT ACKNOWLEDGEMENT

| STATE OF Arkansas | | | |
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| COUNTY OF PULLSALI | | | |
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| In witness whereof I hereunto s | set my hand and official s | eal. | |
| My commission expires: | _ | gune | Mu'dat Notary Public |
| 12.17.2018 | | | |
| PUBLIC #12369013 EXPIRES 2.17-2018 AND TARY PUBLIC #12369013 | | | |

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

The property referred to herein as Premises is located within the parent parcel described on the following vesting deed.

(see attachment)

The Premises are located generally as indicated in the sketch attached hereto as Exhibit "B". Owner and Tenant agree that upon the Commencement Date, Tenant may replace this Exhibit "A" with a revised Exhibit "A" which shall be a surveyed metes and bounds legal description of the Premises, and which shall specifically identify the length and dimension of the Premises upon which Tenant may construct, operate and maintain its Communications Facility.

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| 1.2 | of Section 15, Township 128, Range 53, west of the 5th P.N. (SE1-Swil/Laying East of the Hailiton right of way except a partial of land |
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| grantor, of Marshall for and in consideration of Love and Affection and One & NO/100 Dolla GRANTS. CONVEYS AND WARRANTS TO Mary Sinson and Norman Sinson, Joint Tenants with right of survivorship, and not as tempths in common. Grantessof Eden and Sisseton, South Dakyta, respectively P. O. the following describ real cotate in the County of Marshall in the State of South Dakota: East Half of the Southwest Quarter (E4-Sw2) of Section Thirty-two (32), Township One Hundred Twenty-six (126) North, Range Fifty-five (55) West of the Fifth Principal Meriller. However, it is understood and agreed that on death of Grantes, Mary Samson, Grantes Norman Samson shall pay to Wilfred Samson of Eden, South Dakota, the sum of Fifty Dollars \$50.00. Dated this 10th day of Jupa 1960 STATE OF South Dakota COUNTY OF Marshall On this the 10th day of Jupa 1960, before m | | idit o'i balaous ii | nusband of Grantes, Maky Samson, |
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EXHIBIT "B"

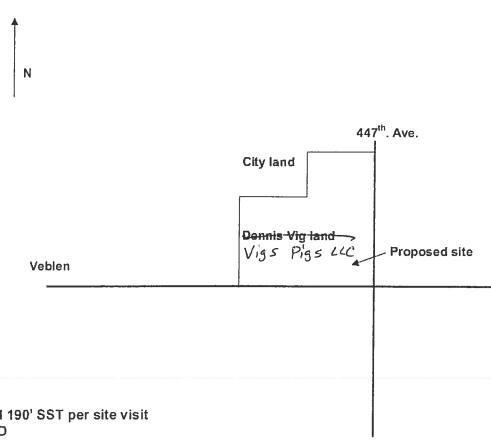
<u>LEGAL DESCRIPTION OF</u> <u>EASEMENT</u>

| The Ease | nent for ingress, egress and utilities across the parent parcel described on Exhibit "A" |
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| will be | feet wide and located within the hatch-marked area on the sketch below. Owner |
| and Tenant agree | that upon the Commencement Date, Tenant may replace this Exhibit "B" with a revised |
| | ch shall be a metes and bounds legal description of the ingress, egress and utility rill specifically identify the location and dimensions of the aforesaid easement. |
| Owner ag | rees that Tenant may use the existing access drive which is also shown. |
| (see attac | hment) |

Site Sketch

(Not Drawn to Scale)

*Show Site Dimensions & Location and Dimensions of Access Route and Utility Easements



Proposed 190' SST per site visit
Veblen SD
SD09
Dennis Vig Land Vigs Pigs LLC
Coordinates:
N45.86399
W97.2708
Elev. 1256'

ALLTEL Communications, Inc.
Property Management Department
One Allied Drive
Mailstop: 1269-B2F02A
Little Rock, AR 72202



Angela Arrowood, Contractor

(501) 905-0543 office (501) 905-6944 fax angela.arrowood@verizonwireless.com Gary Ludwig, Sr. Contract Specialist
(501) 905-23920ffice
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gary.ludwig@verizonwireless.com

February 23, 2010

Vigs Pigs LLC Attn: Manager P.O. Box 214 Veblen, SD 57270

Re: Notice of Commencement of Communications Site Lease Agreement

Communications Site Lease Agreement by & between Vigs Pigs, LLC, a South Dakota limited liability company ("Owner") and ALLTEL Communications, LLC ("Tenant") ALLTEL Site Reference: **Veblen, SD**

To Whom It May Concern,

This letter serves to advise you that the above referenced Lease will commence on **March 1**, **2010**, which date shall be the Commencement Date.

Enclosed you will find check number 2678165 in the amount of \$2,800.00 which represents the initial rent for March 1, 2010 through February 29, 2011.

Alltel uses an automated system for its contractual payments. Your account will be set up on this system, effective with the March 2011 payment in the amount of \$2,800.00. You may contact the property administrator at (877) 557-8226 with any questions you may have.

If you have any questions regarding this payment or should you have additional concerns, please contact me at (501) 905-2392 ALLTEL looks forward to a long and mutually beneficial relationship with you. Thank you.

Sincerely,

Gary Ludwig

Alltel Communications

cc: File