

Exhibit D
Form of Sublease Agreement

Final Subleases for the Oakdale and White Bear Lake facilities will be negotiated between the parties in substantially the form attached.

DRAFT

WHITE BEAR LAKE
SUBLEASE AGREEMENT

(Subject to final negotiations between Lessee and Lessor)

THIS SUBLEASE AGREEMENT, entered into between MEDIAONE OF MINNESOTA, INC., a Minnesota corporation, as Lessor, and RAMSEY/WASHINGTON COUNTIES SUBURBAN CABLE COMMUNICATIONS COMMISSION, a Minnesota joint powers commission pursuant to Minn. Stat. §§ 238.08 and 471.58, as Lessee.

Lessor, as lessee, entered into a lease with James M. Muellner and Marilyn L. Muellner (collectively, the "Prime Lessor"), dated October 31, 1983, leasing certain premises in the City of White Bear Lake, Ramsey County, Minnesota.

The lease between Lessor and the Prime Lessor has been amended by First Amendment, dated January 10, 1984, and Second Amendment dated April 1, 1984. True and correct copies of such Lease, First Amendment and Second Amendment (collectively, the "Prime Lease") are attached as Exhibit A and are incorporated herein by this reference. The Prime Lease was assigned to the City of White Bear Lake on _____, 19____. The current Prime Lessor is the City of White Bear Lake, Minnesota.

Lessor, in consideration of the covenants, terms and conditions stated herein, is willing to lease to Lessee a portion of the premises held by Lessor under the Prime Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Leased Premises.** Lessor hereby leases to Lessee that portion of the space held by Lessor under the Prime Lease designated on the attached Exhibit B (the "Leased Premises").
2. **Term.** The term of this Lease shall commence on the date of its execution herein ("Commencement Date") and shall terminate upon the expiration of the Prime Lease.
3. **Rent.** Lessee shall pay to Lessor at the address set forth in Paragraph 9 below (or at such other place as Lessor may from time to time designate in writing), annual rent of \$_____, in monthly installments of \$_____ each (which amount to be amended to reimburse Lessor for actual rent paid to Prime Lessor for Leased Premises), payable in advance on the first day of each and every calendar month during the Lease term. In the event the Commencement Date occurs on a date other than a first day of a month, and for the final partial month of the Lease term, the rental for such months shall be prorated and

adjusted accordingly. It is expressly agreed that Lessee shall not be liable for payment of any additional rent to Lessor for taxes, operating costs, or any other purpose.

In the event that the Leased Premises or a portion thereof is destroyed or rendered unusable as a result of fire which is not caused by Lessee, or the Leased Premises or a portion thereof is rendered unusable for any reason not the fault of Lessee, then the Rent payable hereunder shall be abated proportionately until such time as the Leased Premises or such portion thereof can once again be used for its intended purpose. If such damage or destruction is caused by the action or failure to act of Lessee, then Rent shall not abate.

4. **Lessee's Covenants.** Lessee, in consideration of the covenants of Lessor herein contained, covenants with Lessor as follows, and any violation of these covenants shall constitute a default under this Lease:

- (a) It hereby leases from Lessor the Leased Premises on the terms specified herein and will pay rent to Lessor therefore in the amount and manner specified above.
- (b) Lessee will use the Leased Premises only for the promotion and support of the use of communications media by the people of the Ramsey and Washington County metropolitan area; will maintain the same in an orderly, clean and sanitary condition, except as may be required of Lessor hereunder; will neither do nor permit to be done thereon anything in violation of the terms of insurance policies thereon; will neither do nor permit to be done thereon anything in violation of the regulations, ordinances and laws applicable thereto; and will neither commit nor suffer waste thereon.
- (c) Lessee will promptly repair all damages to the Leased Premises arising from its own fault or neglect; will promptly replace all glass broken by Lessee's fault or neglect; and will make no other repairs, alterations or additions thereto or thereon without the consent in writing of Lessor.
- (d) Lessee shall not waste any utilities provided at Lessor's cost to Lessee at the Leased Premises; nor will Lessee make any claim for damages or offset against Lessor in the event such utilities services are interrupted or fail due to conditions or events beyond Lessor's control.
- (e) Lessee will keep in force at its own expense for so long as this Lease remains in effect public liability insurance with respect to the Leased Premises in which Lessee, Lessor, and Prime Lessor shall be named as insureds, in companies and in form acceptable to Lessor, with a minimum combined single limit of liability of \$500,000.00. Lessee will further deposit with Lessor, the policy(ies) of such insurance, or certificates thereof, which shall provide that Lessor shall be notified in writing ten (10) days prior to cancellation, material changes, or failure to renew the insurance.

- (f) Lessee shall indemnify and hold Lessor and Prime Lessor harmless from any claim, loss or damage suffered by Lessor or Prime Lessor caused by any act or omission of Lessee, Lessee's employees, or anyone claiming through or by Lessee in, at or around the Leased Premises.
- (g) Lessee shall allow Lessor to enter upon the Leased Premises at all reasonable times to inspect the same and to make such repairs as Lessor deems necessary.
- (h) Lessee will not assign, mortgage, or encumber this Lease, nor any interest therein, nor sublet any part of the Leased Premises without the consent in writing of the Lessor, which consent will not be unreasonably withheld; provided, Lessee shall be entitled to assign this Lease or to sublet the Leased Premises to a designee which shall perform certain cable television community programming functions for Lessee. and further provided that Lessee shall remain liable to Lessor for the performance of Lessee's obligations under this Lease. Lessee agrees that it shall not be entitled to sublet or assign the Leased Premises, or any portion thereof, to a person or entity whose intended use shall compete with the business of Lessor.
- (i) On the last day of the Lease term, or on the sooner termination thereof in accordance with the terms hereof, Lessee shall peaceably surrender the Leased Premises in good condition and repair, normal wear and tear excepted, remove all of its equipment from the Leased Premises, and repair any damage caused thereby.
- (j) Lessee accepts the Leased Premises in its condition "as is."

5. **Lessor's Covenants.** Lessor, in consideration for Lessee's performance of its obligations hereunder, covenants with Lessee as follows:

- (a) Lessor agrees to furnish all utilities, including but not limited to, water, electricity, air conditioning, gas service, sewer, emergency power and generator service, and trash disposal, to the Leased Premises, at Lessor's cost and expense, and as reasonably necessary to the use of the Leased Premises as described herein. As provided in Paragraph 4(d) above, Lessee shall not waste such utilities nor make any claim or assert any offset against Lessor for interruption or failure of such services when beyond the control of Lessor.
- (b) Lessor will promptly repair all damages to the Leased Premises and cure all interruptions to the utilities servicing the Leased Premises (including but not limited to heating, air conditioning, electrical power and emergency power generation), except those imposed upon Lessee pursuant to Paragraph 4(c) above, and shall maintain the Leased Premises under the Prime Lease as required hereunder. Lessor agrees it shall use its best efforts to compel the landlord under the Prime Lease to perform all of its maintenance obligations under the Prime Lease. Lessor further agrees that any repairs performed by Lessor upon the Leased Premises will be done

in a manner so as to minimize the impact on Lessee's business.

- (c) In the event of damage or destruction to the Leased Premises or to the premises leased under the Prime Lease, as described in Section 15 of the Prime Lease, or in the event of action of public authority as described in Section 17 of the Prime Lease, Lessor agrees it shall not terminate the Prime Lease without the prior written consent of Lessee, which consent shall not be unreasonably withheld.
 - (d) Lessor shall perform its obligations as tenant under the Prime Lease in a timely and complete manner so that there shall be no default by tenant thereunder. Lessor warrants to Lessee that as of the Commencement Date, both landlord and tenant under the Prime Lease are in full compliance with the terms of the Prime Lease, and that in the event Lessor as tenant defaults or receives notice of an alleged default under the Prime Lease, or if it becomes aware of a default in the Prime Lease by the Prime Lessor as landlord, Lessor shall promptly notify Lessee of such occurrence.
 - (e) Lessor shall provide janitorial service to those portions of the Leased Premises designated on Exhibit B for the joint use of Lessor and Lessee. These areas of the Leased Premises are the lounge and the restrooms.
 - (f) Lessor warrants that Lessee shall be entitled to the use of the Common Areas, parking facilities, and ingress and egress rights described in the Prime Lease, in common with Lessor, the Prime Lessor, and other tenants of the shopping center described in the Prime Lease.
 - (g) Lessor warrants and covenants that the Common Areas described in the Prime Lease, and those portions of the Leased Premises which are not for the exclusive use of, or within the exclusive control of, Lessee, are in full compliance with the terms and conditions of the Americans With Disabilities Act.
6. **Waiver and Subrogation.** Lessor and Lessee hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasing party's policies shall contain a clause or endorsement to the effect that any such release would not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder. Lessor and Lessee agree that they will request their insurance carriers to include in their policies such a clause or endorsement and Lessor and Lessee agree to provide each other with written evidence of such clause or endorsement, upon request.

7. **Satellite Dish; Van Parking.** Lessor agrees that during the term of this Lease, Lessee shall be entitled to (a) install and maintain a satellite dish connected to the Leased Premises, at a location(s) determined by Lessee, provided Lessee complies with all state, federal and local regulations in the placement and maintenance of such satellite dish; and (b) exclusive parking rights for Lessee's mobile production van, including power plug-in, at a location(s) designated on the attached Exhibit B. No additional Rent shall be payable for the exercise of these rights.
8. **Prime Lease; Default by Lessee.** This Lease is subject and subordinate to the Prime Lease. In case of any breach hereof by Lessee, Lessor shall have all the rights against Lessee as would be available to the Lessor against the Lessee under the Prime Lease if such breach were by the Lessee thereunder.
9. **Notices; Miscellaneous.** All notices, consents, demands and requests which may be or are required to be given by either party to the other, shall be in writing and sent by U.S. registered or certified mail, postage prepaid with return receipt requested, addressed as follows:

TO LESSOR: General Manager
MediaOne of Minnesota, Inc.
214 East 4th St.
St. Paul, MN 55101

TO LESSEE: Ramsey/Washington Counties Suburban Cable
Communications Commission
7245 Stillwater Boulevard
Oakdale, MN 55128

The date shown on the return receipt as the date on which said registered or certified mail is sent by the addresser shall be conclusively deemed to be the date on which a notice, consent, demand or request is given or made. The above address of a party may be changed at any time, or from time to time, by notice given by said party to the other party in the manner above provided.

10. **Lessee's Option to Terminate.** At Lessee's sole opinion, this Lease may be terminated upon ninety (90) days prior written notice to Lessor. Lessor expressly waives any reciprocal right to termination. In the event Lessee exercises its sole right to terminate the Lease, all rights and liabilities of the parties hereunder shall terminate.

The terms, conditions and covenants contained herein shall bind and inure to the benefit of Lessor and Lessee and their respective successors, legal representatives and assigns.

This Lease contains the entire agreement between the parties and may not be amended or modified except in writing. This Lease shall be governed by and construed under the laws of the State of Minnesota.

In the event that any provision of this Lease shall be held invalid or unenforceable, no other provisions of this Lease shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect pursuant to the terms thereof.

Paragraph captions are inserted only for convenience in reference and are not intended, in any way, to define, limit or describe the scope, intent and language of this Lease or its provisions.

LESSEE:

LESSOR:

RAMSEY/WASHINGTON COUNTIES
SUBURBAN CABLE COMMUNICATIONS
COMMISSION

MEDIAONE OF MINNESOTA, INC.

By: _____
Its: _____

By: _____
Its: _____