



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager
MONICA E. TAYLOR
Assistant Records Manager

May 1, 2017

Mr. Todd Holt, CEO
ITC Capital Partners LLC/Point Broadband
Post Office Box 510
West Point, Georgia 31833

RE: Lease Agreement with Point Broadband for Antenna Space – Foley

Dear Mr. Holt:

Please find enclosed a **fully executed copy** of the *Lease Agreement* approved during the April 18, 2017, Baldwin County Commission meeting, between the Commission and Point Broadband for the use of a County-owned vertical asset (antenna space at a telecommunications tower located at 201 East Section Avenue in Foley, Alabama).

The initial term of this *Agreement* shall be five (5) years (the “Initial Term”) and shall commence on the first (1st) day of the month following the Effective Date, and shall terminate on the fifth (5th) anniversary of the Commencement Date, unless sooner terminated or extended as provided for in the *Agreement*.

If you have any questions or need further assistance, please do not hesitate to contact Brian Peacock, Communications and Information Systems Director, at (251) 580-2598.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item IA5

cc: Brian Peacock

ENCLOSURE

RECEIVED
APR 26 2017
BY: AKS

Tower Location: Foley, AL
Lat: 30° 24' 52.7" N
Long: 87° 40' 53.9" W

**LEASE AGREEMENT
(Antenna Space)**

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between POINT BROADBAND, a Delaware LLC (the "Lessee"), and BALDWIN COUNTY, a political subdivision of the State of Alabama (the "Lessor"), and is effective on the date executed by the later of Lessee or Lessor (hereinafter referred to as "Effective Date").

WITNESSETH:

WHEREAS, Lessor is the owner of a telecommunications tower (the "Tower Facilities") located on that certain tract or parcel of land, generally located at 201 E. Section Avenue in Foley, AL, and the land on which the Tower Facilities are located is owned by the Lessor.

WHEREAS, Lessor has this day rented and leased to Lessee, that portion of the Tower Facilities described on Exhibit "A" and "B" attached hereto and by reference made a part hereof.

For and in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

1. Lease and Easement. Lessor hereby leases and lets to Lessee, and Lessee hereby leases from Lessor, that portion of the Tower Facilities described in Exhibits "A" and "B", upon and subject to the terms, conditions, covenants and provisions hereof, together with the right, privilege and easement to install on and attach to the Tower Facilities, and to maintain, operate, inspect, repair, replace, and add onto, cables, wires, supports, wave guides, conduits and other physical connections between Lessee's antennas and Lessee's other Facilities, including the right of access upon Tower Facilities for the foregoing purposes. This Lease shall be subject to all terms, conditions, exceptions and limitations set forth herein.

2. Initial Term. The initial term of this Lease shall be five (5) years (the "Initial Term") and shall commence on the first (1st) day of the month following the Effective Date, and shall terminate on the fifth (5th) anniversary of the Commencement Date, unless sooner terminated or extended as herein provided. As rental for the use of the Tower Facilities, Lessee shall pay to Lessor the sum of One Dollar (\$1.00) per month for each subscriber during the Initial Term. Rental for any partial month shall be prorated. The monthly rental for the extension terms shall be calculated as set forth in Paragraph 3. Lessee shall have the right to pay such monthly rentals annually, in advance, payable upon commencement of this Lease, and subsequently on or before the anniversary of each subsequent year that the Lease is in force.

3. Extensions.

(a) Lessee shall have the option to extend this Lease for four (4) additional five (5) year terms (each an "Extension Term"). Unless Lessee or Lessor shall have given to the other party written notice of their election not to renew this Lease on or before three (3) months prior to the end of the then current term, this Lease shall automatically be extended for the next Extension Term. In the event Lessee or Lessor so notifies the other party of their election not to extend, this Lease shall terminate. Rental for any partial month shall be prorated through the date of termination.

(b) The monthly rental shall escalate during each subsequent Extension Term at the rate of ten percent (10%) per term.

(c) If at the end of the fourth (4th) Extension Term this Lease has not been terminated by either party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter, until terminated by either party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) Extension Term.

Lessee shall pay rent at the rate set forth above from the Commencement Date throughout the term of this Lease on the first day of each and every calendar month. Lessee shall make such payment to the address set forth herein for notices, or to such other address as Lessor shall from time to time designate by written notice and thirty (30) days in advance of any rental payment date. Throughout this Lease, the Initial Term and Extension Term(s) may be referenced as "the term of this Lease".

4. Permits. The obligations of Lessee under this Lease are expressly subject to and conditioned upon the satisfaction (or waiver in writing by Lessee) of the following condition: receipt by Lessee of all necessary permits or other federal, state or local governmental authorizations (the "Permits") necessary for the use of the Tower Facilities by Lessee as an antenna site for Lessee's planned communications system as set forth in Exhibit B, including, without limitation, any building, signage, zoning, variances, special use permits or other Permits deemed necessary by Lessee in connection with Lessee's intended use of the Tower Facilities. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority or radio frequency propagation, or similar tests are found to be unsatisfactory so the Lessee, in its sole discretion, will be unable to use the Tower Facilities for its intended purposes, Lessee shall have the right to terminate this Lease. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Lessor as evidenced by the return receipt. All rentals earned prior to said termination date shall be retained by Lessor. Any rent paid to Lessor, but not yet earned prior to said termination date, shall

immediately be reimbursed to Lessee. Notwithstanding the preceding sentence requiring the reimbursement to Lessee for unearned rent, upon such termination, this Lease shall become null and void, and all the parties shall have no further obligations, including the payment of money, to each other, unless such provision or obligation survives termination.

5. Assignment. Lessee may not assign, mortgage or otherwise encumber this Lease or all or any part of the Tower Facilities, without Lessor's consent and formal approval, in the Lessor's sole discretion. Lessee may not sublease all or any part of the Tower Facilities to an affiliate of Lessee without Lessor's consent and formal approval, in the Lessor's sole discretion. Upon any such approved assignment of this Lease or subletting of all or any part of the Tower Facilities, Lessee shall be and remain fully responsible for all obligations under this Lease; provided, however, Lessor agrees that upon an assignment of this Lease by Lessee to any entity which acquires Lessee's communications license from the Federal Communications Commission (FCC) or to any present or future Affiliate of Lessee, and upon the assumption by such assignee of the obligations of Lessee under this Lease, the Lessee named herein shall automatically and without any further documentation be released of all obligations under this Lease. Upon an approved assignment of this Lease by Lessee to any other assignee which shall be deemed by Lessor, in its sole discretion, to be creditworthy and capable of observing and performing the financial obligations of Lessee under this Lease, and upon the assumption by such assignee of the obligations of Lessee, Lessor shall release Lessee in writing of all obligations under this Lease. "Affiliate" shall mean any company, partnership, joint venture, limited liability company or other entity controlled by, controlling or under common control with the specified party, together with any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of the specified party.

6. FAA and FCC Requirements. Lessor shall comply, at Lessor's sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). Lessee hereby agrees to hold Lessor harmless from and against any and all fines, penalties, claims, causes of action, suits, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) caused by or resulting from Lessee's failure to comply with such requirements, to the extent such failure to comply is caused by or arises from Lessee's actions, inactions, negligence or breach of its obligations under this Lease.

7. Maintenance of Tower Facilities. Lessor, at Lessor's sole cost and expense, shall maintain the Tower Facilities in good order and repair (including, without limitation, all necessary replacements), and shall observe and comply with all present and future laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state and local governments and of all other governmental authorities affecting the Tower Facilities or appurtenances thereto or any part thereof and whether or not the same are in force at the Commencement Date or may in the future be passed, enacted or directed.

8. Compliance by Lessee. Except as otherwise provided in Paragraphs 6 and 7 of this Lease, Lessee shall comply with all local, city, county, state and federal laws, rules,

ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Lessee's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Tower Facilities by Lessee, and shall obtain, at Lessee's sole cost and expense, any licenses, permits and other approvals required for Lessee's use of the Tower Facilities or the Property. Lessee shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to Lessee's equipment, and Lessee shall indemnify, defend and hold Lessor harmless from any claim resulting from Lessee's operation of Lessee's equipment.

9. Lessee's Facilities. Lessee shall have the right to install, construct, repair, maintain, operate, remove, replace, upgrade and enhance on the Tower Facilities radio communications facilities, transmitters, receivers, radio transmitting and receiving antennas and related equipment and supporting structures as the same are more particularly described on Exhibit "B" attached hereto and by reference made a part hereof ("Lessee's Facilities"). Lessor grants, subject to the limitations of its authority to do so, Lessee the right to use approved and designated portions of the Tower Facilities as is reasonably required during construction, installation, maintenance and operation of the Lessee's Facilities. Lessee's Facilities shall be installed and constructed by Lessee, at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications. Lessee shall have a new structural analysis of the tower performed by an engineering firm licensed in the state of Alabama with the addition of Lessee's Facilities described on Exhibit "B" and shall provide a copy of said structural analysis to Lessor upon receipt. Lessor shall have the right to review and approve the structural analysis prior to Lessor's execution of this Lease. Title to Lessee's Facilities shall be and remain solely in Lessee. Lessee, at Lessee's sole cost and expense, shall maintain Lessee's Facilities in good order and repair. Lessee shall return the Tower Facilities to Lessor and the Property at the termination or expiration of the term of this Lease in as good condition and repair as when first received, reasonable wear and tear excepted.

10. Utilities. Lessee shall be responsible for, shall cause to be separately metered, and shall promptly pay in full, all electricity consumed by Lessee at the Tower Facilities or the Property.

11. Liens. Lessee shall not create or permit to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Tower Facilities or the Property, or any part thereof, or upon Lessee's rights under this Lease that arise from the use or occupancy of the Tower Facilities or the Property by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

12. Interference. Lessee shall operate Lessee's Facilities in a manner that will not cause interference to Lessor or to other lessees of the Tower Facilities, provided that the rights of such other lessees predate the date of this Lease. From and after the date of this Lease, with the exception of the use of the Tower Facilities by the Lessor and any equipment installed for use by Lessor, Lessor shall not permit its lessees or licensees to install new equipment on or about the Tower Facilities if such equipment causes interference with Lessee's operations. Such

interference shall be deemed a material breach by Lessor and shall be subject to the rights and remedies set forth in this section only. With the exception of the use of the Tower Facilities by the Lessor and any equipment installed for use by Lessor, in the event any such interference occurs, Lessee may require Lessor to remove any such equipment causing such interference. Should Lessee notify Lessor that Lessee has detected any such interference, Lessor shall take any necessary action immediately to cease such interference (including, without limitation, if required, deactivation of the equipment causing such interference) until a mutually acceptable permanent solution is developed. If such interference does not cease promptly, Lessee's only right or remedy shall be to terminate this Lease. Lessor and Lessee agree to cause their respective engineers to consult with the other party's engineers prior to affecting any change or modification that could result in interference in reception or transmission of signals by such other party.

13. Insurance. Lessee agrees to acquire and maintain during the term of this Lease commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies.

14. Indemnity and Hold Harmless. Lessee shall defend, indemnify and hold Lessor and its Commissioners, employees, agents and representatives harmless from and against any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by anyone including, but not limited to, Lessee and Lessee's agents, employees, contractors, lessees, licensees or invitees who may at any time be using or occupying or visiting the Tower Facilities or the Property or be in, on or about the same, to the extent such loss, injury, death or damage shall be caused by or in any way result from or arise out of any wrongful act or omission or negligence or action of Lessee, its agents, employees, representatives and contractors.

15. Environmental Indemnification. Lessee shall defend, indemnify and hold Lessor harmless from any damage, loss, expenses or liability resulting from any violation by Lessee or its employees, representatives, agents, invitees or contractors of any federal, state or local environmental statute or other law, or from the presence, after the Commencement Date hereof, in, on, under or upon the Tower Facilities and/or the Property, of any hazardous material (which shall mean any hazardous waste, hazardous substance or toxic substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq.).

16. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE OR SPECIAL DAMAGES OF ANY KIND OR FOR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHETHER RESULTING FROM LOSS OF REVENUE, LOSS OF USE OF FACILITIES OR OTHERWISE, DURING

ANY TERM OF THIS LEASE OR AFTER THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

17. Default. The following events shall constitute events of default under this Lease:

(a) Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of fifteen (15) days after receipt by Lessee of notice in writing from Lessor specifying such failure; or

(b) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained and to be performed by Lessee and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Lessee of notice in writing from Lessor specifying the nature of such failure. In the event that such failure is of such a nature that it cannot be cured within such thirty (30) day period, then such failure shall not be deemed a default so long as Lessee, after receiving such notice, promptly initiates efforts to cure the failure and diligently pursues such efforts.

Upon the occurrence of an event of default, at Lessor's option, (i) Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall promptly surrender the Tower Facilities and the Property, and remove Lessee's Facilities within sixty (60) days after Lessor's termination notice, and if Lessee fails to do so, Lessor may, without prejudice to any other right or remedy which Lessor may have, enter upon and take possession of the Tower Facilities and the Property by summary proceedings or ejectment and (ii) pursue any remedy available at law or in equity.

18. Termination: Removal of Lessee's Facilities. In the event Lessor shall breach this Lease and upon termination of the Lease, Lessee shall be entitled to reimbursement of the unearned rent paid in advance and prorated through the date the Lessee surrenders its possession of the Tower Facilities and the Property. In the event Lessee shall breach or otherwise terminate this Lease, Lessee shall pay to Lessor all earned but unpaid rent and any other amounts owed hereunder.

Due to the fact that the main purpose of the Tower Facilities and the Property is to provide Public Safety and other Lessor communications that are in the interest of serving the needs of the citizens of Baldwin County, Alabama, Lessor may terminate this Lease should the use of the tower space leased to Lessee be required by Lessor for use by one of its agencies by giving one hundred eighty (180) days' advance, written notice. In that event, should other space on the Tower Facilities, which is not then occupied or leased to another party, be acceptable to Lessee for relocation of its Facilities, Lessor shall permit Lessee to re-locate its facilities to the un-occupied space, and the Lease shall not be terminated. Upon any such termination, this Lease shall become null and void, and all the parties shall have no further obligations to each other, with the exception of the payment of money owed by Lessee to Lessor under the lease, unless such provision or obligation survives termination.

Lessor may terminate this Lease for any cause whatsoever by giving thirty (30) days' advance, written notice. Upon such termination, this Lease shall become null and void, and all the parties shall have no further obligations to each other, with the exception of the payment of money owed by Lessee to Lessor under the Lease, unless such provision or obligation survives termination.

Upon cancellation, revocation, termination or expiration of this Lease, Lessee shall have ninety (90) days within which to vacate the Tower Facilities and the Property and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. In the event Lessee shall not remove its improvements within the ninety (90)-day time period as set forth herein, all such improvements shall become the property of Lessor. There shall be no obligation of Lessee to restore the Tower Facilities and the Property upon any such removal, except to the extent to render the Tower Facilities and the Property in as good condition and repair as when first received, reasonable wear and tear excepted. If such time for removal causes Lessee to remain on the Tower Facilities or the Property after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of Lessee's Facilities, personal property and improvements is completed.

19. Subsequent Sale. Should Lessor, at any time during the term of this Lease, decide to sell all or any part of the Tower Facilities which is any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder.

20. Subsequent Parties Bound. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

21. Taxes. Lessor shall pay and discharge punctually, as and when the same shall become due and payable, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Tower Facilities or the Property, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, and local governments and of all other governmental authorities whatsoever. If personal property taxes are assessed against Lessee's Facilities, or if additional taxes are assessed against the Lessor as a result of the installation and operation of the Lessee's Facilities, Lessee shall pay all such taxes as are directly attributable to Lessee's Facilities.

22. Lessor's Title. Subject to all terms, conditions, exceptions and limitations set forth herein, Lessor represents and warrants that, provided Lessee is not in default beyond the expiration of any applicable cure or grace period, Lessee shall quietly have, hold and enjoy that Tower Facilities during the term of this Lease.

23. Subordination and Non-Disturbance. At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which from time to time may encumber all or part of the Tower Facilities; provided, however, that every such mortgagee of a mortgage shall recognize the validity of this Lease and also Lessee's right to remain in occupancy of and have access to the Tower Facilities as long as Lessee is not in default of this Lease, subject to all terms, conditions, exceptions and limitations set forth herein. Lessee shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause.

24. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Tower Facilities.

25. Damage or Destruction. In the event that, at any time during the term of this Lease, the Property or Tower Facilities shall be destroyed or damaged in whole or in part, then Lessor, at its own option, and at its own cost and expense, may cause the same to be repaired, replaced or rebuilt. In the event Lessor has not commenced, or chooses not to commence, such repair, replacement or rebuilding within sixty (60) days after the date of such damage or destruction, or fails to diligently pursue such repair, replacement or rebuilding, or fails to

complete such repair, replacement or rebuilding within a reasonable time after the date of such damage or destruction, Lessee may, upon written notice to Lessor, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date. Rent shall abate to the extent and for the period that the Tower Facilities are not usable for the conduct of Lessee's business. In the event the Tower Facilities are destroyed or damaged at any time during the initial term of this Lease or during any extension period to the extent that, in Lessor's sole discretion, the Tower Facilities are not usable in their damaged condition for the conduct of Lessor's business, Lessor may, upon written notice to Lessee, terminate this Lease as of the date set forth in such notice, and all rentals and other sums shall be accounted for between Lessor and Lessee as of such date. In that event, Lessee shall have the right to remove Lessee's Facilities as otherwise provided for herein.

26. Condemnation. If the whole of the Tower Facilities, or such portion of the Property as will make the Tower Facilities unusable for Lessee's use, or for the purposes herein leased, in Lessee's reasonable discretion, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Tower Facilities or the Property is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may terminate this Lease. Any lesser condemnation shall in no way affect the respective rights and obligations of Lessor and Lessee hereunder. Subject to any and all terms, conditions or limitations set forth in this Lease, Lessee may claim and recover from the condemning authority such award as may be allowed by law for Lessee's Facilities only.

27. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given (i) upon actual delivery if delivery is by hand, (ii) on the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or (iii) on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other Party at the address indicated below, or to any other address as the Parties may designate by notice delivered pursuant to this provision. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Lessor: Baldwin County, a political subdivision of the State of Alabama
312 Courthouse Square, Suite 13
Bay Minette, AL 36507 Attention: Chairman

Lessee: Point Broadband
Todd Holt, CEO
P.O. Box 510
West Point, GA 31833

With a copy to:

Point Broadband
1791 O.G. Skimer Dr.
West Point, GA 31833

28. Severability. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be continued as if such invalid, illegal, or unenforceable provisions had never been contained herein and shall not terminate. There shall be immediately substituted for such invalid, illegal or unenforceable provision a like, but valid and enforceable, provision which most nearly satisfies and comports with the original intention of the parties. Paragraph or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

29. Entire Agreement. This Lease constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof, and said parties shall not be bound by any statement, special condition or agreements not herein expressed. No alteration or amendment to this Lease by the parties hereto shall be effective unless in writing, signed by the parties, and by reference incorporated into this Lease. This Lease, and the performance thereof, shall be governed by the laws of the state where the Tower Facilities are located.

30. Non-Waiver. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.

31. Survival of Representations. The provisions contained in this Lease that by their sense and context are intended to survive the performance hereof by either or both Parties shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments due hereunder and any defense, hold harmless and indemnity obligations.

32. Recording of Lease. Lessor and Lessee agree that a copy of this Lease, with all rental amounts redacted, may be recorded in the Office of the Judge of Probate of Baldwin County, Alabama.


33. Recovery of Expenses. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Tower Facilities or the Property, the Lessor, if the prevailing party, shall be entitled to recover court costs, fees, expenses and reasonable attorneys' fees from the Lessee.

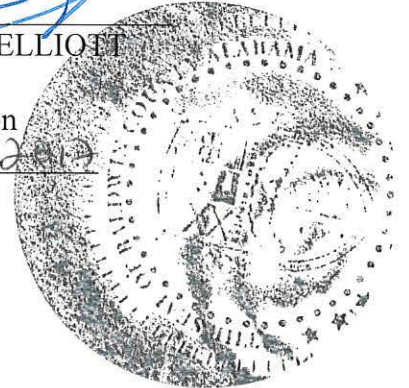
34. Leasehold Estate. Subject to all terms, conditions, exceptions and limitations set forth herein, this Lease shall create a leasehold estate in Lessee and not a mere usufruct.

35. Time is of the Essence. Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.

IN WITNESS WHEREOF, each of the parties has caused this Lease to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

“LESSOR:”
BALDWIN COUNTY, a political subdivision
of the State of Alabama


By: 
Name: T. CHRISTOPHER ELLIOTT
Title: Chairman of the
Baldwin County Commission
Date: April 27, 2017



Attest:


RONALD J. CINK, County Administrator

“LESSEE:”
POINT BROADBAND

By: 
Name: Charles S. Wachter
Title: V.P. General Counsel
Date: 4/25/17

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Anu Gary, a notary public in and for said county in said state, hereby certify that T. Christopher Elliott, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 27th day of April, 2017.

Anu Gary
Notary Public, Baldwin County, Alabama

My Commission Expires: October 12, 2019



STATE OF Georgia

COUNTY OF Troup

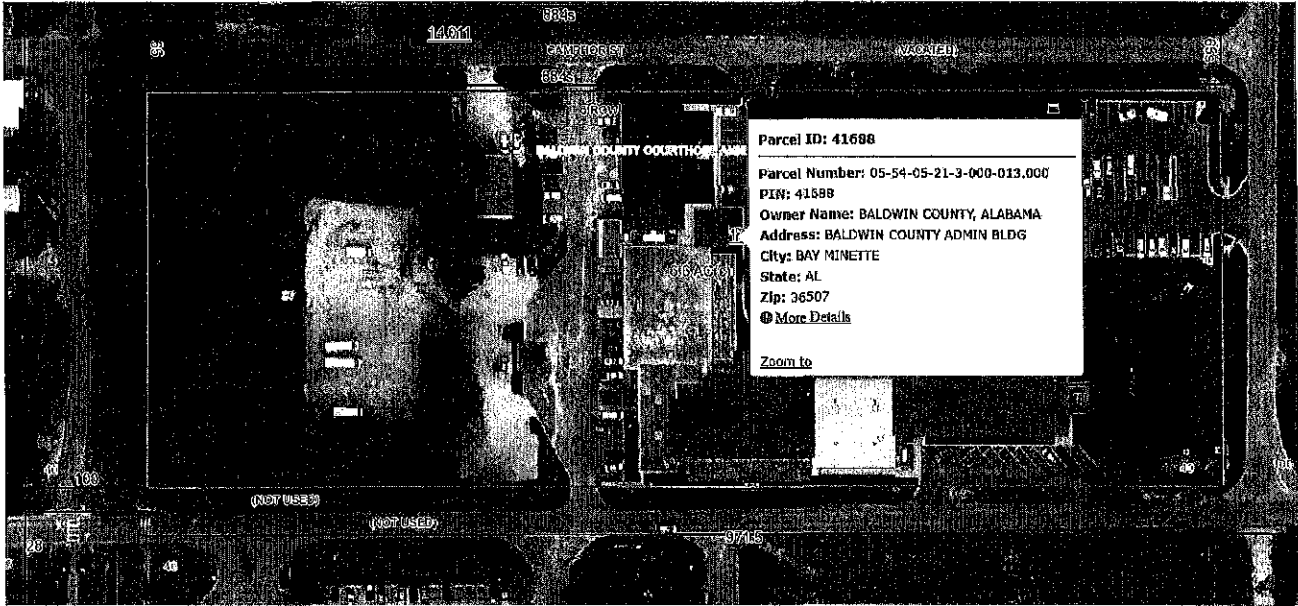
I, Staci Harper, a notary public in and for said county in said state, hereby certify that Chad Wachter, whose name as VP General Counsel of Point Broadband, a DeKowae LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____ on the day the same bears date.

Given under my hand and official seal this 25th day of April, 2017.

Staci Harper
Notary Public, Troup County, Georgia
My Commission Expires: 6/27/2020



Exhibit "A"
Baldwin County Commission Foley Property (the "Property") and Tower Facilities Location



Tower Facilities Location:

ASR# 1222174

Location: 30-24-52.7 N 087-40-53.9 W

Exhibit "B"
Lessee's Facilities

Telrad Radio Unit ("ODU")	4	12.5" x 9.5" x 6.5" (L x W x D) and 18 Lbs.
Antenna (115')	4	29.57" x 10.25" x 3.5" (L x W x D) and 9 Lbs.
Coax Jumper	16	1 meter length and 0.375" diameter
DC power Cable	4	0.375" diameter
CAT5e Data Cable (Signaling)	4	0.375" diameter
Mimosa A5c Radio Unit ("ODU")	2	11.81" x 6.0" x 3.35" (L x W x D) and 4 Lbs.
Antenna 90°	4	6.3" x 10.24" x 5.12" (L x W x D) and 3.7 Lbs.
Coax Jumper	8	0.5 meter length and 0.375" diameter
CAT5e Data Cable (PoE)	2	0.375" diameter
Mimosa B11 Backhaul Radio Unit ("ODU")	2	10.2" x 9.6" x 3.0" (L x W x D) and 5 Lbs.
Mimosa B5 Backhaul Radio Unit ("ODU") ,(110')	2	17.4" x 14.3" x 3.0" (L x W x D) and 10.8 Lbs.
2 Ft. Microwave Dish w/Radome		25.6" in diameter and 29.08 Lbs.
3 Ft. Microwave Dish w/Radome <120'	1	35.5" in diameter and 26.28 Lbs.
4 Ft. Microwave Dish w/Radome		47.25" in diameter and 69.20 Lbs.
CAT5e Data Cable (PoE)(Signaling)	6	0.375" diameter

- Antenna not to exceed 115'
- Minosa B5 Backhaul Radio Unit not to exceed 110'
- 3 Ft. Microwave Dish w/Radome mounted at minimum height required to achieve adequate signal not to exceed 120'

Exhibit "C"
Exceptions to Lessor's Title

1. This Lease shall be subject to all liens, encumbrances and any matters, covenants and restrictions in the records of the Office of the Judge of Probate of Baldwin County, Alabama.
2. This Exhibit will be updated to include any additional exceptions or matters deemed necessary by the Lessor and any items or exceptions set forth in the Tenant's title examination of the Tower Facilities and the Property.