



## COUNTY COMMISSION

BALDWIN COUNTY  
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Bay Minette, Alabama 36507  
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ANU GARY  
Records Manager  
  
MONICA E. TAYLOR  
Assistant Records Manager

November 7, 2017

Ms. Michele Worthington  
Supervisor, Lease Administration  
Southern Communications Services, Inc. d/b/a Southern Linc  
5555 Glenridge Connector, Suite 500  
Atlanta, Georgia 30342

**RE: Lease Agreement with Southern Linc for Antenna Space in Robertsedale**

Dear Ms. Worthington:

Please find enclosed a **fully executed original** *Lease Agreement* approved during the October 3, 2017, Baldwin County Commission meeting, between the Commission and Southern Communications Services, Inc. d/b/a Southern Linc for the use of a County-owned vertical asset (antenna space at a telecommunications tower located at McAuliffe Drive in Robertsedale, Alabama).

The initial term of this *Agreement* shall be approximately four (4) years and shall commence on the earlier of the Effective Date, if the Effective Date is the first day of the month, or the first day of the month following the Effective Date (the "Commencement Date") and shall terminate on August 31, 2021 (the "Initial Term"), unless sooner terminated or extended as provided in said *Lease Agreement*. At the end of the initial term, the Lessee shall have the option to extend said *Agreement* as provided for therein.

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

Sincerely,

  
ANU GARY, Administration/Records Manager  
Baldwin County Commission

AG/met Item BE2

cc: Brian Peacock

ENCLOSURE

**Tower Location:** Robertsdale, AL  
**Lat:** 30° 33' 43.00" N  
**Long:** 87° 43' 44.00" W  
**Site Name:** Silverhill  
**Site No.:** A-9928

**LEASE AGREEMENT  
(Antenna Space)**

THIS LEASE AGREEMENT (this "Lease") is made and entered into by and between SOUTHERN COMMUNICATIONS SERVICES, INC., a Delaware corporation, d/b/a Southern Linc (the "Lessee"), and BALDWIN COUNTY, a political subdivision of the State of Alabama (the "Lessor"); collectively referred to herein as the "Parties," and is effective on the later date of execution by 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 McAuliffe Drive in Robertsdale, Baldwin County, Alabama (the "Property"), and such Property on which the Tower Facilities are located is owned by the Baldwin County Emergency Communications District (the "BCECD"), a portion of the Property upon which the Tower Facilities are located is being used by Lessor with the permission of the BCECD; and

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement (Antenna Space) dated August 15, 2006 (the "Existing Antenna Lease"), and from and after the Commencement Date of this Lease, the Existing Antenna Lease shall automatically terminate without any further action by the Parties; and

WHEREAS, Lessee and the BCECD are parties to that certain Land Lease Agreement dated August 15, 2006, in connection with Lessee's use of the Property for access to the Tower Facilities and for Lessee's equipment located on the Property; and

WHEREAS, Lessor has this day rented and leased to Lessee, subject to the continued permission and right of Lessor to use the Property of the BCECD, a portion of the Tower Facilities.

NOW, THEREFORE, 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.

(a) Lessor hereby leases and lets to Lessee, and Lessee hereby leases from Lessor, a portion of the Tower Facilities for "Lessee's Facilities," as defined in Paragraph 9 and more particularly described in Exhibit A attached hereto and by reference made a part hereof, upon and subject to the terms, conditions, covenants and provisions hereof and also subject to the continued

permission and right of Lessor to use the Property, 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, including the right of access upon the Tower Facilities for the foregoing purposes. This Lease shall be subject to all terms, conditions, exceptions and limitations set forth herein and the continued permission and right of Lessor granted by the BCECD to use the Property, which may be subject to termination or modification by the BCECD, or its successors or assigns, in accordance with Lessor's agreements with the BCECD and/or the permission granted by the BCECD, which may be amended or modified from time to time. In the event that the BCECD revokes or modifies the permission granted to Lessor, or if any agreement between Lessor and the BCECD is terminated or modified, Lessor shall have the right to terminate this Lease immediately by giving written notice to Lessee, and Lessee shall remove its equipment from the Tower Facilities. Upon termination, any prepaid rent paid by Lessee to Lessor for any period after the date of termination shall be immediately reimbursed to Lessee.

(b) Unless removal is required by Lessor, in Lessor's sole discretion, Lessor hereby acknowledges and agrees that Lessee's iDEN antennas are currently installed on the Tower Facilities and shall remain until removed by Lessee, subject to the "iDen Holdover Fee" if such equipment is not removed by the deadline set forth in Section 2(d). Lessee shall have future rights to utilize the Tower Facilities to attach the LTE equipment described in Exhibit A.

## 2. Initial Term and Rent.

(a) The initial term of this Lease shall be approximately four (4) years and shall commence on the earlier of the Effective Date, if the Effective Date is the first day of the month, or the first day of the month following the Effective Date (the "Commencement Date") and shall terminate on August 31, 2021 (the "Initial Term"), unless sooner terminated or extended as herein provided. As rental for the use of the Tower Facilities, Lessee shall pay to Lessor, in equal monthly installments on the first of each month, the sum of Nine Hundred Seven and 50/100 Dollars (\$907.50) 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 this Lease is in force.

(b) Rent Increase for LTE Equipment. The earlier of the first day of the month following the installation of Lessee's LTE equipment or the first day of the month following the Commencement Date, Lessee's then current monthly rent shall be increased by an additional Four Hundred Fifty-Three and 75/100 Dollars (\$453.75) per month. The rent shall be prorated for any partial month.

(c) Rent Decrease for Removal of iDEN Antennas. On the first day of the month following the removal of Lessee's iDEN antennas, Lessee's then current monthly rent (as increased in Section 2[b] above) shall be reduced by Four Hundred Fifty-Three and 75/100 Dollars (\$453.75) per month. The rent shall be prorated for any partial month.

(d) iDEN Holdover Fee. In the event Lessee's iDEN antennas are not removed by June 1, 2019, Lessee's then current monthly rent shall be increased by an additional Four Hundred Fifty-Three and 75/100 Dollars (\$453.75) per month (the "iDEN Holdover Fee") until Lessee removes its iDEN antennas, and if the removal of such equipment is not on the first day of a month, then the iDEN Holdover Fee for any partial month shall be prorated.

Lessee shall give Lessor prompt written notice in accordance with Paragraph 27 when it adds its LTE equipment as well as when it removes its iDEN antennas. Said notice will provide the effective date for any rent increase or rent reduction as provided in this Lease.

3. Extensions.

(a) Lessee shall have the option to extend this Lease for five (5) additional five (5) year terms (each an "Extension Term"). Unless Lessee or Lessor shall have given to the other party written notice of its 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 its 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 fifth (5th) 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 fifth (5th) 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: Lessee maintaining all necessary permits or other federal, state or local governmental authorizations (collectively, the "Permits") necessary for the use of the Tower Facilities by Lessee as an antenna site for Lessee's communications system as set forth in Exhibit A, 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 Permits or any certificate, 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 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 in accordance with Paragraph 27. 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, the Parties shall have no further obligations to each other, with the exception of the payment of money owed by Lessee to Lessor under this Lease, unless such provision or obligation survives termination.

5. Assignment. Lessee may not mortgage or otherwise encumber this Lease or all or any part of the Tower Facilities without Lessor's consent and formal approval, such consent not to be unreasonably withheld. Lessee may sublease all or any part of the Tower Facilities to an affiliate of Lessee without Lessor's consent and formal approval. Lessee may not sublease all or any part of the Premises to any third party without Lessor's consent, in its 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, including Lessee's Parent, the Southern Company, and upon the assumption by such assignee of the obligations of Lessee under this Lease, 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 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 A attached hereto and by reference made a part hereof ("Lessee's Facilities"). Subject to the approval of the BCECD, Lessor grants, subject to the limitations of its authority to do so and subject to the continued permission and right of Lessor to use the Property, Lessee the right to use approved and designated portions of the Property and Tower Facilities as are reasonably required during construction, installation, maintenance and operation of 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 in anticipation of the addition of the LTE equipment described on Exhibit A 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 Lessee's installation of any new LTE equipment on the Tower Facilities. 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's facilities or equipment or any other equipment used for public safety. Lessee shall operate Lessee's Facilities in a manner that will not cause interference to other lessees of the Tower Facilities, provided that the rights of such other lessees are prior to August 15, 2006. From and after the date of this Lease, with the exception of the use of the Tower Facilities by Lessor and any equipment installed for use by Lessor, or any other equipment used for public safety, 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 Lessor and any equipment installed for use by Lessor, or any equipment used for public safety, 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. Such insurance may be carried in whole or in part (i) under any plan of self-insurance which Lessee or any Lessee Affiliate may have in force and effect from time to time as long as the self insurance plan is adequately funded to provide the coverage amounts set forth above, or (ii) under any blanket policies that include other properties and provide separate coverage for the Premises provided all of the foregoing requirements are satisfied.

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, as a result of any acts or omissions by Lessee or Lessee's agents, employees, representatives or contractors, 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 relocate its facilities to the unoccupied space, and this Lease shall not be terminated. Upon any such termination, the Parties shall have no further obligations to each other, with the exception of the payment of money owed by Lessee to Lessor through the date of termination, unless such provision or obligation survives termination.

Upon termination, the Parties shall have no further obligations to each other, with the exception of the payment of money owed by Lessee to Lessor prior to the termination of this 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 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 Lessor as a result of the installation and operation of 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 and the continued permission and right of Lessor to use the Property, including, but not limited to, the exceptions set forth in Exhibit B. 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 the Tower Facilities during the term of this Lease. Lessor represents

that it has taken the appropriate action to authorize the Chairman of the Baldwin County Commission to execute this Lease on behalf of Lessor.

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 and the continued permission and right of Lessor to use the Property. 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  
312 Courthouse Square, Suite 13  
Bay Minette, AL 36507  
Attention: Chairman

Lessee: Southern Communications Services, Inc.  
d/b/a Southern Line  
5555 Glenridge Connector  
Suite 500  
Atlanta, GA 30342  
Attention: Lease Administrator

With a copy to: Southern Communications Services, Inc.  
d/b/a Southern Line  
5555 Glenridge Connector  
Suite 500  
Atlanta, GA 30342  
Attention: Contracts Manager

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. As of the Commencement Date, the Existing Antenna Lease is hereby terminated and replaced by this Lease.

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, removal of equipment and repair of Tower Facilities.

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 and the continued permission and right of Lessor to use the Property, this Lease shall create a leasehold estate in Lessee and not a mere usufruct.

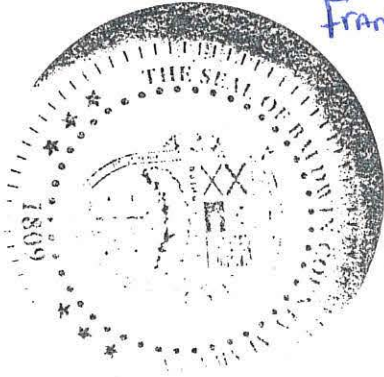
35. Time is of the Essence. Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.

[Signatures on Following Page]

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: Frank Burt, Jr. T. CHRISTOPHER ELLIOTT  
Chairman of the Baldwin County  
Commission

Attest: Ronald J. Cink  
RONALD J. CINK, County Administrator

Date: November 7, 2017

LESSEE:

SOUTHERN COMMUNICATIONS SERVICES,  
INC., a Delaware corporation d/b/a Southern Linc

By: Jami M Barron  
~~Carmin Reppucci~~ Jami M Barron  
~~CFO, Vice President and Treasurer~~  
President & CEO

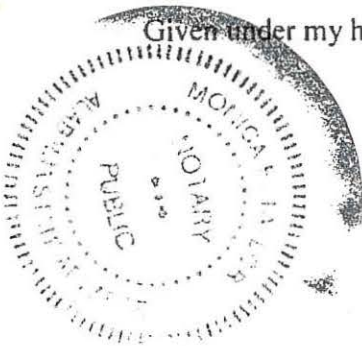
Date: 10/31, 2017

STATE OF ALABAMA

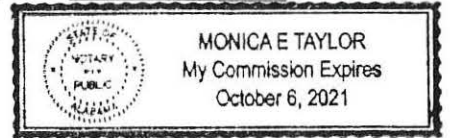
COUNTY OF BALDWIN

I, Monica E. Taylor, 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 7th day of November, 2017.



Monica E. Taylor  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_



STATE OF GEORGIA

COUNTY OF Fulton

I, Debra Patricia Cartledge, a notary public in and for said county in said state, hereby certify that ~~Carmino Reppucci~~, whose name as CFO, Vice President and Treasurer of Southern Communications Services, Inc., a Delaware corporation, d/b/a Southern Linc, 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 corporation on the day the same bears date.

Given under my hand and official seal this 31 day of October, 2017.

Tami M. Barron  
President & CEO

Debra Patricia Cartledge  
Notary Public, Fulton County, GA  
My Commission Expires: 12-3-2017



**Exhibit A – Page 1**

**LESSEE'S FACILITIES**

**Existing iDEN Antenna Facilities:** Five (5) Omni Whip Antennas and One (1) Tower Top Amplifier (LNA), Base Mounted at 274' with Six (6) runs of Heliac cable (Three [3] runs of 7/8" Two [2] runs of 1 5/8", and One [1] run of 1/2") on the 345' guyed tower.

**Proposed LTE Equipment:**

<b>LTE MICROWAVE SPEC SHEET PRELIMINARY 10/16/15</b>
----------------------------------------------------------

<b>Site #:</b>	A9928
<b>Site Name:</b>	Silverhill
<b>Structure Type/Owner:</b>	Guyed
<b>Latitude &amp; Longitude: (DD-MM-SS)</b>	30-33-43.520 N, 87-43-43.540 W
<b>Number of MW Antennas:</b>	1
<b>Comments:</b>	Rev.0 – 10/16/15 – Fiber availability is TBD.

NOTE: Each antenna listed below will have two (2) runs of Andrew LDF2-50 3/8" Coaxial Cable unless otherwise noted.

**Dish 1(Robertsdale)**


<b>Azimuth:</b>	70.17
<b>Frequency Band:</b>	11 GHz
<b>Antenna Size:</b>	3ft
<b>Antenna Model:</b>	ANT2 0.9 11 HPX_22026dc15_r3
<b>Antenna Height:</b>	135
<b>RAU Height:</b>	135
<b>Cable Length:</b>	TBD
<b>Comment:</b>	

**Dish 2 ( )**

<b>Azimuth:</b>	
<b>Frequency Band:</b>	Choose an item.
<b>Antenna Size:</b>	Choose an item.
<b>Antenna Model:</b>	Choose an item.
<b>Antenna Height:</b>	
<b>RAU Height:</b>	
<b>Cable Length:</b>	
<b>Comment:</b>	

**Exhibit A – Page 2**

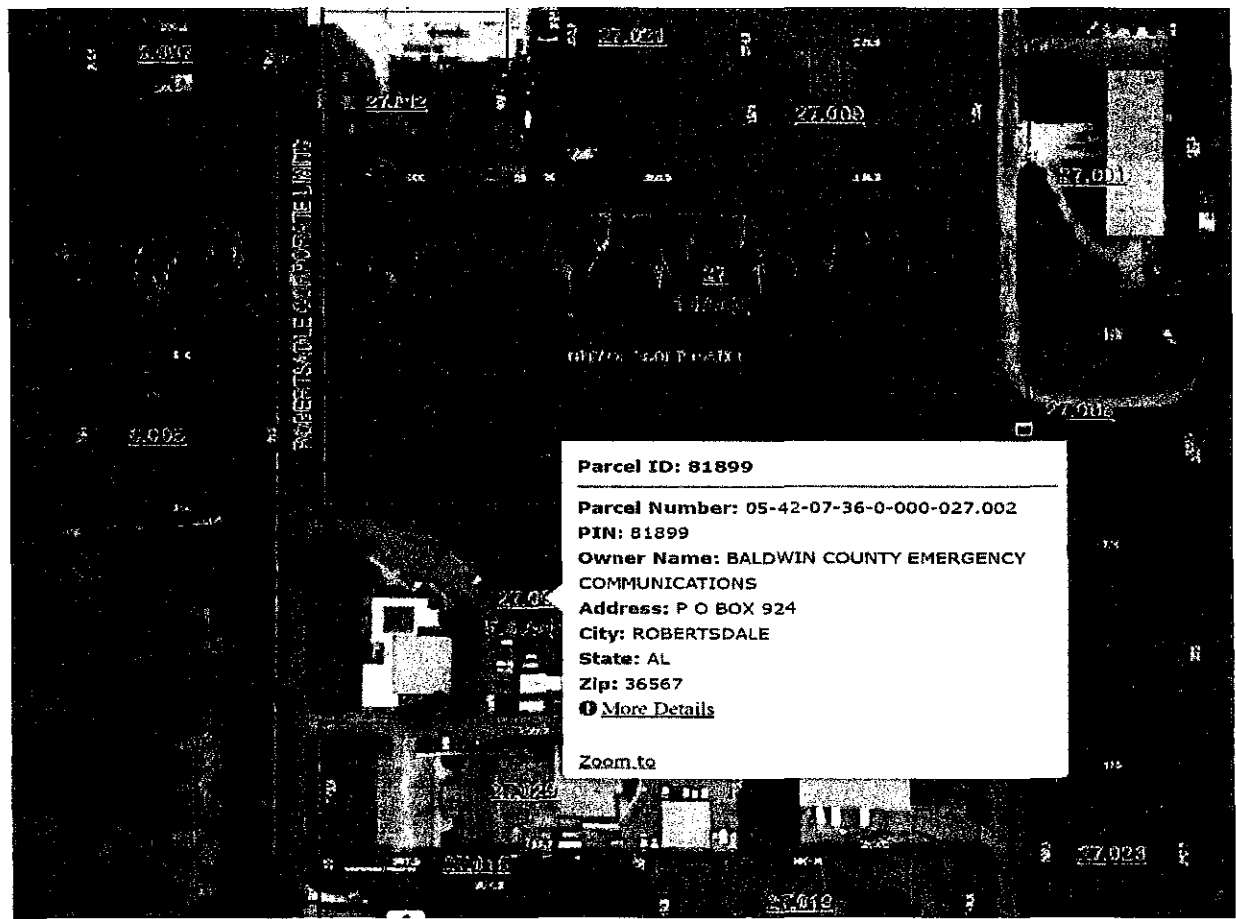
**Proposed LTE Equipment (continued):**

 <b>LTE RFDS</b> <span style="float: right;">Wednesday, December 21, 2016</span>			
<b>SITE NAME:</b>	<b>SILVERHILL</b>		
<b>SITE #:</b>	<b>A992a</b>		
<b>DESCRIPTION:</b>	Collocation on an existing IDEN site		
<b>IDEN RADIATION CENTE</b>	<b>280</b>		
<b>OWNER:</b>	<b>Baldwin County, AL</b>		
<b>STRUCTURE TYPE:</b>	<b>Tower (Guyed, Self Supporting or Monopole)</b>		
<b>LATITUDE:</b>	<b>30°35'43.6"N</b>		
<b>LONGITUDE:</b>	<b>87°45'45.9"W</b>		
<b>GROUND ELEV (ft.):</b>	<b>146</b>		
<b>SITE TYPE:</b>	<b>LTE</b>		
<b>#OF CELLS/SECTORS:</b>	<b>3</b>		
<b>LTE</b>	<b>SECTOR # 1</b>	<b>SECTOR #2</b>	<b>SECTOR #3</b>
<b>ANTENNA TYPE:</b>	Kathrein 80010736V01	Kathrein 80010736V01	Kathrein 80010736V01
<b>ANTENNA QTY:</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>RADIATION CENTER(ft):</b>	<b>268</b>	<b>268</b>	<b>268</b>
<b>AZIMUTH(degrees):</b>	<b>0</b>	<b>120</b>	<b>240</b>
<b>MECHANICAL DOWNTILT(degrees)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>HYBRID CABLE TYPE:</b>	<b>Huber Suhner MLUH 3X3 &amp; AWG</b>		
<b>HYBRID CABLE SIZE (mm):</b>	<b>25.4</b>		
<b># OF HYBRID CABLE RUNS:</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>REMOTE RADIO UNIT TYPE:</b>	<b>Ericsson RRUS 11</b>	<b>Ericsson RRUS 11</b>	<b>Ericsson RRUS 11</b>
<b>RRU SIZE-HxLxD(inches):</b>	<b>17.8 x 17.0 x 7.5</b>	<b>17.8 x 17.0 x 7.5</b>	<b>17.8 x 17.0 x 7.5</b>
<b>RRU WEIGHT (lbs.):</b>	<b>50</b>	<b>50</b>	<b>50</b>
<b># OF RRUS:</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>NOTCH FILTER TYPE:</b>	<b>Ericsson Public Safety</b>	<b>Ericsson Public Safety</b>	<b>Ericsson Public Safety</b>
<b>FILTER SIZE-HxLxD (inches):</b>	<b>15 x 7.9 x 5.9</b>	<b>15 x 7.9 x 5.9</b>	<b>15 x 7.9 x 5.9</b>
<b>FILTER WEIGHT (lbs.):</b>	<b>13</b>	<b>13</b>	<b>13</b>
<b># OF FILTERS:</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Comments</b>			



**Exhibit "A" – Page 4  
Lessee's Premises**

Baldwin County Emergency Communications District Property (the "Property") and Tower Facilities Location



Tower Facilities Location:

ASR#1222188

Location 30-33-43.6 N 087-43-43.9 W

**Exhibit B**

This Lease shall be subject to:

1. All liens, encumbrances and any matters, covenants and restrictions in the records of the Office of the Judge of Probate of Baldwin County, Alabama; and
2. All terms, conditions, exceptions and limitations set forth herein and this Lease and the continued permission and right of Lessor granted by the BCECD to use the Property, which may be subject to termination or modification by the BCECD, or its successors or assigns, in accordance with Lessor's agreements with the BCECD and/or the permission granted by the BCECD, which may be amended or modified from time to time. In the event that the BCECD revokes or modifies the permission granted to Lessor, or if any agreement between Lessor or the BCECD is terminated or modified, Lessor shall have the right to terminate this Lease immediately by giving written notice to Lessee, and Lessee shall remove its equipment from the Tower Facilities.

By agreement of the Parties, this Exhibit will be updated to include any additional exceptions or matters deemed necessary by Lessor and any items or exceptions set forth in the Tenant's title examination of the Tower Facilities and the Property.