

CELL TOWER AND COMMUNICATION FACILITIES LEASE

THIS CELL TOWER AND COMMUNICATION FACILITIES LEASE (this "Lease") is entered into as of _____, 2026, by and between Ron and Margarette Wiley Family, L.P., a Georgia limited partnership ("Landlord"), and Hall County, Georgia ("Tenant"). Landlord and Tenant agree as follows:

1. BASE LEASE TERMS.

(a)	Premises Land	Total Leased Area: approximately 1,800 square feet Street Address: 1133 Signal Pole Road, Cleveland, GA 30528 County: White	
(b)	Term	Initial Term: 10 years Extension Term: four (4) consecutive terms of five (5) years each Commencement Date: March 1, 2026	
(c)	Base Rent	\$3,000.00 per month Base Rent shall increase annually on each anniversary of the Commencement Date by three percent (3%).	
(d)	Colocation Rent	Twenty-five percent (25%) of all actual rents received by Tenant from all entities.	
(e)	Communication Facilities	Tower: 165' self-supporting tower	
(f)	Permitted Use	Cell tower and/or communications facilities	
(g)	Landlord's Notice Address	Ron and Margarette Wiley Family, L.P. Attn: Margarette Wiley 7251 Julian Wiley Road Lula, Ga 30554 And Rhonda Allen 21474 River Ranch Rd. Estero, FL 33928	
(h)	Tenant's Notice Address	Hall County, Georgia P.O. Box 1435 Gainesville, GA 30503	
(i)	Insurance	Class of Insurance	Required Amount
		Commercial General Liability (Landlord to be named as additional insured)	\$2,000,000 per occurrence and \$2,000,000 aggregate
		Commercial Automotive Liability	\$1,000,000 - "Any Auto Basis"
		Worker's Compensation/Employer's Liability	\$1,000,000
		Bodily Injury by Accident (each accident)	\$1,000,000
		Bodily Injury by Disease (Policy limit)	\$1,000,000
		Bodily Injury by Disease (each employee)	\$1,000,000

2. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord a portion of Landlord's real

property (the “**Property**”) composed of the approximate square footage and located at the address and in the County and State set forth above in Section 1(a), more particularly described and/or depicted in the attached Exhibit A (the “**Premises Land**”), together with the right to maintain and operate an antenna support structure at a height set forth above in Section 1(e) (the “**Tower**”), and the installation of associated shelters, cabinets, and equipment boxes within the square footage set forth above in Section 1(e) (the “**Shelter**”), a fence (the “**Fence**”), and other related communications equipment (the “**Equipment**”) thereon and therein, and together with a temporary license for access and the installation of lines, cables, conduit, and pipes to and from the Premises Land over a portion of the Property, as depicted in Exhibit A (the “**Access/Utility Route**”), attached hereto and incorporated by reference herein, all in accordance with the terms and conditions set forth in this Lease. The Tower, Shelter, Fence, and Equipment shall collectively be referred to herein as the “**Communication Facilities**.” The Premises Land, Communication Facilities, and Access/Utility Route shall collectively be referred to herein as the “**Premises**”.

3. **TERM.** The initial term of this Lease shall be for the period set forth above in Section 1(b) (the “**Initial Term**”). Thereafter, this Lease may be extended for the additional number of terms and corresponding periods of time set forth above in Section 1(b) (each, an “**Extension Term**”). This Lease shall automatically be renewed for each Extension Term unless Landlord or Tenant notifies the other party of their intention to terminate this Lease at least six (6) months prior to the expiration of the Initial Term or the Extension Term, as applicable.

4. **RENT.** On or before the first (1st) of each month during the Term, Tenant shall pay Landlord fixed monthly rent (“**Base Rent**”) in the amounts set forth above in Section 1(c). The Base Rent shall increase annually as set forth above in Section 1(c). On or before the first (1st) of each month during the Term, Tenant shall pay Landlord monthly co-location percentage rent (“**Colocation Rent**”), if applicable, equal to the percentage set forth above in Section 1(d) of all the actual rents that Tenant receives, during the preceding month, from allowing the second and each subsequent Colocator (as defined in General Provisions Section 9) to use any portion of the Premises or the Communication Facilities whether by co-location agreement, sublease, license, or other similar agreement that provides such party the right to use any portion of the Communication Facilities. If Tenant is a partner, holds an Landlordship interest in, controls, or is controlled by any entity that is a Colocator, then Tenant shall divulge in writing the nature of its relationship with such related party and the Colocation Rent attributable to said related party will be calculated based on the amount an independent third party in an arms-length transaction would pay to use the Premises or the Communication Facilities. All amounts which Tenant is required to pay or discharge pursuant to this Lease in addition to the Base Rent and Colocation Rent, including, but not limited to, the cost of utilities, insurance, maintenance and repairs, and all other sums owed by Tenant to Landlord or to any third parties by Tenant or Landlord on behalf of Tenant, together with every fine, penalty, interest and cost, shall constitute “**Additional Rent**.” Base Rent, Colocation Rent, and Additional Rent shall collectively be referred to as “**Rent**.” All payments of Rent due to Landlord shall be paid at the address set forth above in Section 1(g). Acceptance of any Rent by Landlord shall not be deemed a waiver of any default by Tenant nor of any right or remedy available to Landlord. All payments to be made by Tenant hereunder shall, unless otherwise expressly provided, be paid to Landlord without notice or demand and without adjustment, deduction or setoff, in lawful money of the United States.

5. **GENERAL PROVISIONS.** The General Provisions attached to this Lease as Addendum A are incorporated into this Lease.

[Signatures to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the date first set forth above.

LANDLORD:

Ron and Margarett Wiley Family, L.P.,
a Georgia limited partnership

By: Margarett J. Wiley
Name: Margarett Wiley

Its: General Partner

WITNESSES:

Melinda Free
Name: Melinda Free

Ben Free
Name: Ben Free

TENANT:

Hall County, Georgia

By: _____

Name: _____

Its: _____

WITNESSES:

Name: _____

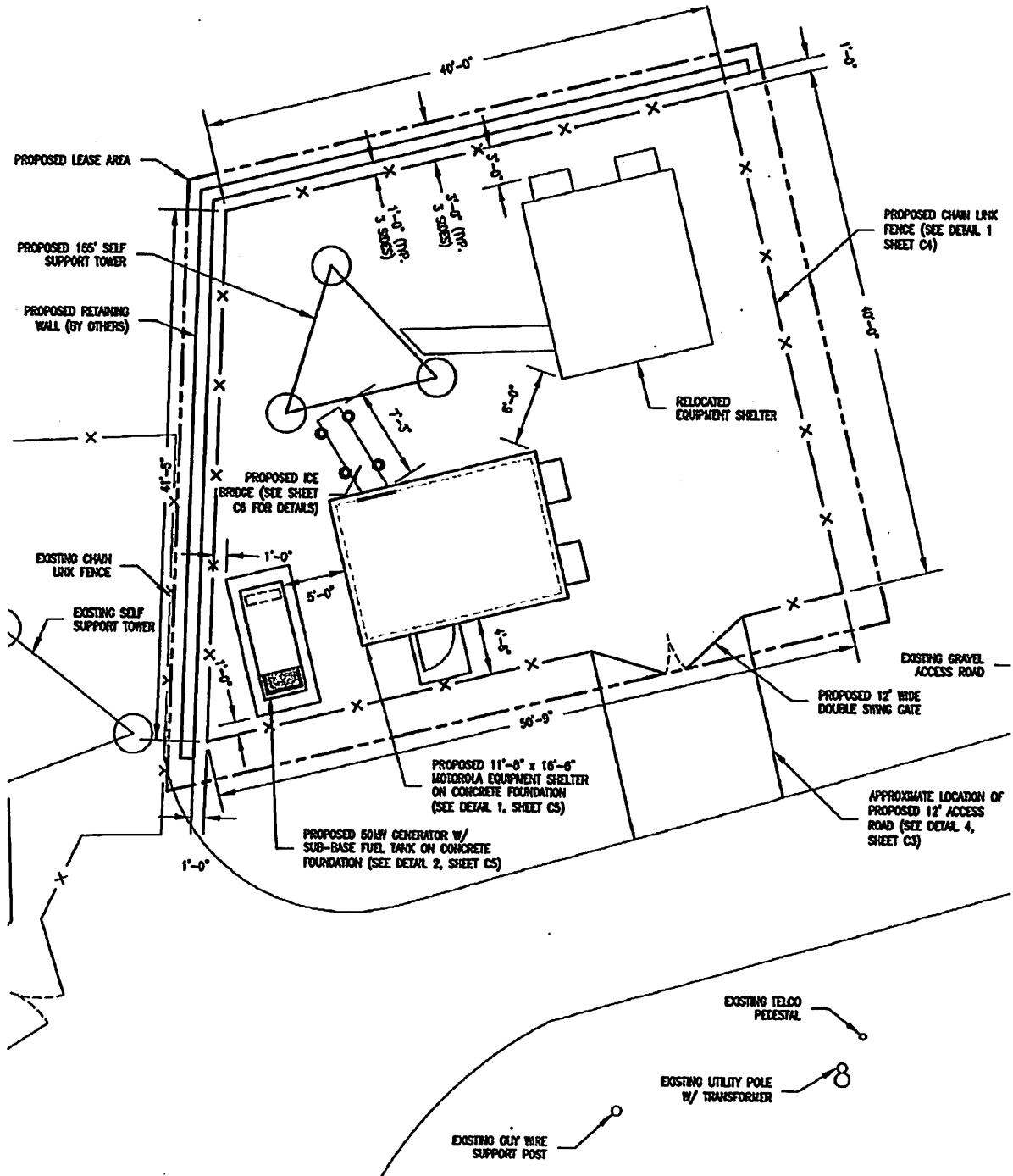
Name: _____

APPROVED AS TO FORM

Justin R. Lawhon
Justin R. Lawhon,
County Attorney

EXHIBIT A
to Lease Agreement

(Depiction of Premises)



ADDENDUM A
to Lease Agreement

GENERAL PROVISIONS

1. USE, NUISANCE AND RESTRICTIONS.

1.1. Use of the Premises. Tenant shall use the Premises solely for the Permitted Use set forth above in Section 1(f) and for no other use or purpose. During the Term, Tenant shall continuously use and maintain the Premises in accordance with the best practices of the telecommunications industry where the Premises are located, subject to the terms and conditions of this Lease.

1.2. Maintenance and Repairs. Tenant shall, at its sole cost and expense, keep, maintain, repair and replace the Premises and every part thereof, in a safe and sightly condition. Tenant's maintenance responsibilities shall include, but not be limited to: (i) removal of weeds and other unsightly vegetation (including, without limitation, any noxious and invasive plants as designated from time to time by the State and County where the Premises is located) from the Premises and maintaining such in good repair; (ii) removal of trash and debris from the Premises; (iii) keeping the Premises in good order and repair, and in a safe and sightly condition; (iv) maintaining, restoring, and repairing all gates, cattle guards, and fences disturbed and/or used by Tenant, including the Fence; and (v) anything required to keep the Premises in compliance with any and all Laws. If Tenant damages the Access/Utility Route by reason of use during inclement weather or otherwise, Tenant agrees to restore the Access/Utility Route, using materials and methods similar to those used by Landlord, to a condition that existed prior to such damage. Tenant shall be liable for all loss, damage or injury to the Premises, and any other property located on the Premises resulting from Tenant's acts or omissions, including, without limitation, Tenant making, or failing to make, any repairs or replacements required to be made by Tenant. Tenant expressly waives the right to make repairs at the expense of Landlord provided for in any Laws now in effect or enacted during the Term.

1.3. Restricted Uses. Tenant shall not commit, suffer nor allow any of the following to be done or conditions to exist on the Premises, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion: (i) any waste, loss, or damage to the Premises or Communication Facilities thereon; (ii) damage any ditch, canal or waterway; (iii) any public or private nuisance; (iv) any action that defaces, damages or harms the Premises; (v) any action or conduct that would conflict with Landlord's reservation of rights set forth below in General Provisions Section 25 and/or prevent Landlord from exercising its rights set forth below in General Provisions Section 25; and (vi) any conduct or physical condition on the Premises which, in Landlord's reasonable opinion, is illegal, obscene, noxious, unreasonably noisy or offensive but not otherwise expressly mentioned above. Additionally, Tenant shall not permit any of Tenant's agents, approved subtenants, clients, servants, employees, contractors, subcontractors, guests and invitees (collectively, "**Tenant's Agents**") operating hereunder to bring any dogs, explosive devices, weapons (including, without limitation, bows, guns, and firearms), alcoholic beverages, or illegal drugs on the Premises Land or the Access/Utility Route or to recreationally use horses, trail bikes, motorcycles, ATV's, snowmobiles, or recreational vehicles on the Premises Land or the Access/Utility Route. Tenant and Tenant's Agents shall at all times carry identification which identifies them as agents of Tenant and shall promptly and courteously produce such identification upon request by Landlord's representatives. Any Tenant Agent who violates any of the provisions of this General Provisions Section may, in Landlord's reasonable discretion, be denied access to the Premises and the Access/Utility Route. Tenant shall instruct each of Tenant's Agents concerning the material terms of this Lease, and Tenant's major contractors shall be provided with a copy of this Lease, prior to their entry upon the Premises or the Access/Utility Route. Additionally, Tenant shall not unnecessarily disturb the livestock and wildlife on the Premises and shall immediately close and lock all gates which are opened by Tenant or Tenant's Agents to access the Premises.

1.4. Communication Facilities. The Communication Facilities shall be in compliance with all government regulations, ordinances, permits, and approvals, including, but not limited to, local zoning

ordinances. Tenant represents and warrants that the Communication Facilities comply with the aforementioned regulations, ordinances, permits, and approvals.

1.5. **Security.** Tenant will erect/maintain at least a six foot (6') high chain link fence (the "Fence") around the Premises. Landlord shall have no liability for any vandalism or theft of the Communication Facilities, or any vehicles brought onto the Premises or the Access/Utility Route by Tenant or Tenant's Agents, except as may result from the willful acts or gross negligence of Landlord and any entity controlling, controlled by or under common control with Landlord ("Landlord's Affiliates") and Landlord's and Landlord's Affiliates' shareholders, members, managers, employees, representatives, servants, agents, successors and assigns (collectively, "Landlord's Parties").

1.6. **Compliance with Laws.** Tenant's use of the Premises and operations thereon shall comply with any and all Laws. "Laws" means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, common law, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, including, any Environmental Laws (defined *infra* General Provisions Section 8.1), which now or at any time during the Term may be applicable to the Premises or any part thereof. Tenant shall promptly submit to Landlord copies of all documents, including, without limitation, reports, submissions, notices, orders, directives, findings and correspondence made by Tenant to any person or governmental authority, or given by any governmental authority or person to Tenant pursuant to any Laws. Tenant shall be responsible for obtaining all permits and other approvals as may be required by governmental bodies for the construction, operation, use and maintenance of the Communication Facilities. Landlord agrees to cooperate with Tenant, to the extent reasonably necessary, in obtaining such permits and approvals. Landlord's reasonable cooperation will not include changes to the layout or use of the Property and will not require Landlord to expend sums of money. The cost of filing any of the aforementioned applications and obtaining any required approvals shall be assumed by Tenant.

1.7. **Equipment Rights.** Tenant shall allow Landlord and/or Ronnie Scott Wiley to install and operate 3 UHF antennas and one 2' microwave dish on the Tower, in mutually agreeable locations. The parties acknowledge and agree that one such antenna (previously owned by Grizzle Towing) is already installed on the Tower. The foregoing right shall also include all necessary access and utility rights as well as the right to use ground space (in a mutually agreeable location) if necessary for the operation of any such equipment. Ronnie Scott Wiley shall be deemed a third-party beneficiary of this Lease for the purposes set forth in this Section 1.7.

2. **CONDITION OF THE PREMISES.** Tenant represents to Landlord that Tenant has inspected the Premises prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes under this Lease and **TENANT ACCEPTS THEM IN THEIR "AS IS", "WHERE IS" CONDITION AND "WITH ALL FAULTS". TENANT WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION, USE, QUALITY, FITNESS OR ADEQUACY OF THE PREMISES AND THE SUITABILITY OR QUALITY OF THE SOIL, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3. **TAXES.** Landlord shall pay all taxes, assessments, fees and other governmental charges levied against or with respect to the Property and Premises. Tenant shall reimburse Landlord for any increase in the real property taxes payable by Landlord directly related to the improvements of and activities by Tenant on the Property and Premises, which results from the construction, installation, operation, or presence of the Communication Facilities, or use of the Premises by Tenant and/or Tenant's Agents. Landlord shall provide Tenant with proof establishing the cause of any such increase. Tenant shall pay all taxes, assessments, fees and other governmental charges levied against the Communication Facilities, Tenant's personal property, and/or the personal property of Tenant's Agents used on the Premises, whether any such imposition is levied directly against Tenant or levied against Landlord. Tenant shall pay any taxes imposed by a governmental authority on

rental payments or on the leasehold separate from ad valorem taxes of the Premises. To the extent permitted by Georgia law, and only to that extent, as well as any applicable sovereign immunity, Tenant shall indemnify, hold harmless and defend Landlord from any adverse tax consequences due to any act or omission by Tenant. Tenant's obligations under this General Provisions Section 3 shall survive the expiration or termination of this Lease.

4. **UTILITIES.** Tenant shall be solely responsible for obtaining and maintaining, at its expense, all utility services as may be necessary for the operation of the Communication Facilities and shall contract directly with all utility providers for utility service to the Premises. Tenant shall pay before delinquency all charges and assessments for utility services provided to the Premises. Landlord shall not be liable for any failure or interruption of any utility service being provided to the Premises. No such failure or interruption of utilities shall be deemed an eviction of Tenant, nor entitle Tenant to terminate this Lease, discontinue or abate the payment of any Rent or any other amount due under this Lease. Landlord, in its sole discretion, must approve of: (i) the location of any utility lines and associated easements on the Property; (ii) any utility easement agreements with all utility providers for use of the Property; (iii) the type of utility requested by Tenant to be installed on the Property; and (iv) the manner in which the utility will be transmitted on or across the Property, prior to the installation thereof. Nothing herein shall prevent, restrict, prohibit, or limit the right of Tenant to install, operate, maintain, repair, replace, and remove lines, cables, conduit, and related facilities within the Premises for operation of the Equipment. Tenant shall be solely responsible for all costs and expenses related to any utility easements required to obtain and maintain utility services to the Premises, including, but not limited to, Landlord's legal expenses in reviewing and approving of all related utility easement agreements. Landlord will have the right to hook into and use utilities installed, or used, by Tenant that are located on the Premises, provided Landlord is responsible for hook ups, meters, and ongoing costs of utilities it, or its lessee, other than Tenant, uses.

5. **INTEREST AND LATE CHARGES.** If any payment of Rent is not received by Landlord within ten (10) calendar days after the date when due, Tenant shall pay Landlord a late charge equal to five percent (5%) of such amount. In addition, any payment of Rent not received by Landlord within ten (10) days after the date when due shall bear interest at the statutory rate under Georgia law. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease, at law or in equity. Any check from Tenant which is dishonored shall be subject to a one hundred dollar (\$100.00) service charge.

6. **ALTERATIONS.** Tenant shall not make any additions, alterations or improvements, or erect any structures, buildings, fences, or other improvements, permanent or temporary (collectively, "Alterations") on or to the Premises without obtaining the prior written consent of Landlord, which may be granted or withheld in Landlord's commercially reasonable discretion. Tenant shall expeditiously complete all work with respect to any approved Alterations in a good and workmanlike manner, and the work shall be expeditiously completed in compliance with all applicable Laws. On or before the expiration or earlier termination of the Lease, Tenant, at its sole cost and expense, shall remove all Alterations from the Premises and restore the Premises to the conditions that existed prior to the installation of such Alterations.

7. **ACCESS/PARKING.**

7.1. **Access to the Property.** During the term of the Lease, Tenant and Tenant's Agents shall have a temporary license over the Access/Utility Route for ingress to and egress from the Premises, twenty-four (24) hours a day, seven (7) days a week. Nothing in this Lease gives Tenant the right to install, construct, or grade new roads on the Property. Landlord will have the right, at Landlord's sole discretion, cost and expense, to modify or change the Access/Utility Route, so long as Tenant is provided access to the Premises twenty-four (24) hours a day, seven (7) days a week. Tenant further agrees to repair and maintain the Access/Utility Route

and to keep all gates on the Access/Utility Route closed at all times and, when requested by Landlord, to keep said gates locked to restrict unauthorized entry.

7.2. Parking on the Premises. Tenant and Tenant's Agents shall have the right to park vehicles on the Premises during periods of construction, installation, maintenance, repair, inspection and removal of the Communication Facilities. Tenant agrees to not leave any vehicles on the Premises longer than is actually necessary to perform its construction, installation, maintenance, repair, inspection and removal of the Communication Facilities.

7.3. Liability for Damages Caused by Vehicles. Tenant, at Tenant's sole cost and expense, is responsible for repairing any damage to the Property, the Premises, or the Access/Utility Route resulting from the parking or transit of vehicles thereon.

8. HAZARDOUS MATERIALS.

8.1. Tenant Covenant. Tenant covenants that Tenant and anyone acting by, through, or under Tenant, will not, through its acts or omissions, cause or permit any Hazardous Materials to be placed, held, located, released or disposed of on, under or at the Premises; *provided, however*, that Tenant may use and store (but not release or dispose on, under, or at) on the Premises, in the manner for which they were designed, and in such limited quantities as are reasonable, necessary, and incidental to the ordinary course of business operations on the Premises as described in this Lease, but only so long as Tenant complies with all Environmental Laws. The term "**Hazardous Materials**" means any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous wastes," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any Laws now or hereafter in force during the Term regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources, including, without limitation, threatened or endangered species or habitats and the federal Endangered Species Act (collectively, "**Environmental Laws**"). "**Release**" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment.

8.2. Release of Hazardous Material. If a Release of Hazardous Materials or violation of any Environmental Laws is suspected or discovered, **Tenant shall immediately notify Landlord.** If the Hazardous Materials have been Released by Tenant or Tenant's Agents (whether such Release is discovered by Tenant or Landlord during the Term or following the termination of the Lease), Tenant shall, at its sole cost and expense, comply with all Environmental Laws to remedy the situation, including, without limitation, promptly conducting a site assessment, taking immediate action required for containment of the Release, and preparing and implementing a plan for the clean-up of the Release. Tenant shall properly dispose of any Hazardous Materials brought to the Premises by Tenant or Tenant's Agents by licensed haulers to licensed facilities in accordance with Environmental Laws. Tenant shall sign all documentation and waste manifests required to facilitate such transportation and disposal of Hazardous Materials brought to the Premises by Tenant, and Tenant shall at all times be deemed the transporter/generator of any such Hazardous Materials, contaminated soil, groundwater or rinse water. Tenant shall provide copies of waste manifests, bills of lading or other related documentation upon request by Landlord. Tenant shall promptly provide Landlord with notice of any discovery of any Hazardous Materials located on the Premises, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the Premises or Tenant's operations thereon.

8.3. Indemnification. To the extent permitted by Georgia law, and only to that extent, as well as any applicable sovereign immunity, Tenant shall release, indemnify, defend (with counsel reasonably

acceptable to Landlord), protect and hold harmless the Landlord, Landlord's Affiliates, and Landlord's Parties from and against any and all claims, causes of action, damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (including, without limitation, engineers' and consultants' costs, reasonable attorneys' fees actually incurred) arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, Release or management of Hazardous Materials in, on, under, upon or from the Premises and Property (including, without limitation, water tables and atmosphere) arising from Tenant's use of the Premises. Tenant's obligations under this General Provisions Section include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Premises; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Premises; and (d) consultants' fees, experts' fees and response costs. Tenant's representations, warranties, indemnifications and obligations under this General Provisions Section 8 shall survive the expiration or termination of this Lease.

9. **COLOCATION**. Tenant shall have the right, without the consent of Landlord, to enter into co-location agreements with other entities or parties for the use of the Communication Facilities (such entity referred to herein as a "Colocator"), Tenant shall be permitted to do so provided that (i) Tenant pay the applicable Colocation Rent on or before the first (1st) of each month during this Term, (ii) the Colocation Agreement is not an assignment of this Lease to the Colocator, (iii) Tenant provides Landlord a copy of the Colocation Agreement, sublease, license, or other similar agreement that provides the Colocator the right to use the Communication Facilities (the "**Colocation Agreement**"), (iv) Tenant remains fully liable under this Lease, (v) the Colocation Agreement specifically states that (a) the Colocation Agreement is subject at all times to this Lease, and (b) the Colocator agrees to comply and fulfill all of Tenant's obligations under the Lease with respect to the Colocator's use of the Communication Facilities, including, without limitation, Tenant's obligations set forth in General Provisions Section 8 – *Hazardous Materials*, General Provisions Section 12 – *Interference*, and General Provisions Section 13 – *Indemnification*, (vi) Landlord receives written notification of such Colocation Agreement, and all relevant documents requested by Landlord, at least sixty (60) days prior to the commencement date of such Colocation Agreement, and (vii) no event of default by Tenant is ongoing. Tenant shall have the burden of establishing that all the terms of this General Provisions Section 9 have been satisfied. Without limiting the foregoing, Landlord shall have the right at any time to audit Tenant's records pertaining to the Colocation Rent. If Landlord's audit indicates that Tenant underpaid the Colocation Rent, Tenant shall pay such additional amount owed to Landlord within ten (10) days after receipt of notice from Landlord requesting the same.

10. **LIENS**. Tenant shall not do any act or make any contract so as to encumber or affect in any manner the title or rights of Landlord in the Premises. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant and/or Tenant's Agents. To the extent permitted by Georgia law, and only to that extent, as well as any applicable sovereign immunity, Tenant shall indemnify, hold harmless and defend Landlord from and against any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for Tenant or persons claiming under Tenant. If Tenant shall be in default in paying any charge for which a bond or other lien claim has been filed and shall not have given Landlord security to protect the Premises and Landlord, then Landlord may, but shall not be obligated to, pay the claim. The total amount of the claim together with any costs and attorneys' fees incurred by Landlord in connection therewith, shall be immediately due and owing from Tenant to Landlord, as Additional Rent.

11. **INTERFERENCE**.

11.1. **Adjacent Property**. Tenant shall conduct its activities during the construction of the Communication Facilities so as to not interrupt Landlord's use of the Property. In the event that Tenant

damages the Property during construction or at any other time during the term of this Lease, Tenant, at its sole cost and expense, shall restore the Property to the condition it was in prior to such damage.

11.2. Interference with Adjacent Property. Tenant shall require and ensure that the Communication Facilities do not cause interference to the communications or electronic equipment of Landlord or those with real property located near the Property. In the event of any such interference, Tenant shall promptly minimize such interference to an acceptable degree, as determined at Landlord's sole discretion. If the interference is not minimized to an acceptable degree within a 48-hour period, then Tenant will shut down the offending equipment (except for intermittent testing during the course of discovery of a cure) until such time as the interference is remedied.

11.3. Interference with Use of the Property. Tenant has had the opportunity to inspect the Property and is familiar with the types of activities that Landlord conducts on the Property. Tenant represents that its use of the Premises will be compatible with Landlord's use of the Property and that Tenant's use of the Premises will not interfere with Landlord's use of the Property. Such interference shall be deemed a material breach by Tenant, who shall, upon written notice from Landlord, be responsible for terminating said interference. In the event any such interference does not cease within a reasonable time after written notice of the interference is received, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Landlord shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

12. INDEMNIFICATION.

12.1. Indemnification. To the extent permitted by Georgia law, and only to that extent, as well as any applicable sovereign immunity, Tenant hereby releases, indemnifies, holds harmless and agrees to defend Landlord, Landlord's Affiliates, and Landlord's Parties for, from and against any and all claims, causes of action, damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (including, without limitation, engineers' and consultants' costs, reasonable attorneys' fees actually incurred, and reasonable investigative and discovery costs) arising prior to, during or after the Term on account of or in connection with, or directly or indirectly related to: (i) the acts or omissions of Tenant and/or Tenant's Agents; (ii) Tenant's use and occupancy of the Premises, or any work or activity allowed or suffered by Tenant to be done in, on or about the Premises; (iii) the violation of any Laws by Tenant or Tenant's Agents; (iv) the presence, use, generation, storage, or Release of Hazardous Materials in, on, under, or above the Premises or adjoining property during Tenant's occupancy or use of the Premises; (v) any investigations, cleanup, removal, repair, remediation, detoxification or restoration of the Premises and/or adjoining property related to the Release of Hazardous Materials; (vi) the preparation of any closure or other plans required or permitted by any governmental authority; (vii) any bodily injury, property damage, accident, fire or other casualty to or involving Tenant or Tenant's Agents and the Communication Facilities, their property on the Property, the Premises, and/or adjacent areas, (viii) the failure of Tenant to maintain the Premises, the Access/Utility Route, and the Communication Facilities in a safe condition, (ix) any breach of the representations, warranties and obligations of Tenant contained in this Lease, and (x) any enforcement by Landlord of any provision of this Lease and any cost of removing Tenant from the Property or restoring the same as provided herein. Tenant does not indemnify Landlord against any injury, loss of life, or damage which is caused solely by the gross negligence or willful misconduct of Landlord its agents, servants or employees. Tenant's indemnifications and obligations under this General Provisions Section 12 shall survive the expiration or termination of this Lease.

12.2. Release. Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause whatsoever, and hereby releases, remises, acquits and discharges Landlord, Landlord's Affiliates and Landlord's Parties from any such damage or injury on behalf of Tenant, and Tenant's Agents. Tenant waives and releases all claims against Landlord, Landlord's Affiliates and Landlord's Parties for which Landlord has disclaimed liability or responsibility pursuant to the provisions of this Lease. In addition Landlord, Landlord's Affiliates, and Landlord's Parties shall not be liable for any loss,

injury, death, or damage (including, without limitation, any consequential damage) to persons, property, or Tenant's business and/or the business of Tenant's Agents resulting from any theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, collapse of a structure, falling object, steam, water, rain, snow, ice, breakage, leakage, obstruction, or other defects in, on or about the Premises excepting any injury, loss of life, or damage which is caused solely by the gross negligence or willful misconduct of Landlord, its agents, servants or employees.

13. INSURANCE.

13.1. Commercial General Liability Insurance. Tenant shall obtain and thereafter maintain during the Term, at its sole cost and expense, a policy of Commercial General Liability insuring Tenant's interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than the amount set forth in Section 1(i) of this Lease for total claims for any one occurrence and a general aggregate for all occurrences within such policy of not less than the amount set forth in Section 1(i). Tenant's liability insurance policy or policies shall: (1) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage including completed operations, blanket contractual liability coverage, and personal and advertising injury coverage; (2) provide that the insurance company has the duty to defend all insureds under the policy (separation of insured language will not be modified); (3) provide that defense costs are paid in addition to and do not deplete any of the policy limits; and (4) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property.

13.2. Property Insurance. Tenant shall at all times maintain in effect with respect to Communication Facilities commercial property insurance (cause of loss – special form) (formerly "all-risk") providing coverage for one hundred percent (100%) of the full replacement cost of the covered property. Tenant's commercial property insurance policy or policies shall: (1) name Landlord, Landlord's Affiliates, Landlord's Parties and any mortgagee (if notified by Landlord) as a loss payee with respect to the Communication Facilities, (2) contain only standard printed exclusions, (3) contain an ordinance of law coverage endorsement; and (4) contain an equipment floater to cover the Communication Facilities. Tenant may carry such insurance under a blanket policy, provided that such policy provides equivalent coverage to a separate policy. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of the Communication Facilities so insured. Landlord, Landlord's Affiliates, and Landlord's Parties shall be provided coverage as a loss payee under such insurance to the extent of its insurable interest and, if requested by Landlord, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord will have no obligation to carry insurance on the Communication Facilities.

13.3. Commercial Automobile Liability Insurance. Tenant shall obtain and thereafter maintain during the Term, at its sole cost and expense, a policy of Commercial Automobile Liability on any and all owned, leased, hired, or non-owned vehicles used by or for Tenant with a "Combined Single Limit" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than the amount set forth in Section 1(i) of this Lease for total claims for any one occurrence.

13.4. Workers' Compensation and Employer's Liability Insurance. If Tenant is subject to Workers' Compensation and Employer's Liability under State Laws, Tenant agrees to maintain and keep in force during the Term: (a) Workers' Compensation Insurance and (b) Employer's Liability Insurance of not less than the amount set forth in Section 1(i) of this Lease. To the extent permitted by Georgia law, and only to that extent, as well as any applicable sovereign immunity, Tenant agrees to indemnify and hold Landlord harmless from all liability and costs including attorneys and court costs relating to any workers' compensation claim.

13.5. Waiver of Certain Rights. With respect to any loss or damage that may occur to the Premises, Tenant's Property, or the personal property of Tenant's Agents, arising from any peril customarily insured under an all risk insurance policy, regardless of the cause or origin including Workers' Compensation matters, excluding willful acts but including negligence of Landlord and Landlord's Parties, Tenant hereby releases Landlord, Landlord's Affiliates, and Landlord's Parties from all claims with respect to such loss; and Tenant agrees that its insurance company, shall have no right of subrogation against Landlord, Landlord's Affiliates, and Landlord's Parties on account of any such loss, and Tenant shall procure from its respective insurers, under all such policies a waiver of all rights of subrogation against Landlord, Landlord's Affiliates, and Landlord's Parties which the insurers might otherwise have under such policies.

13.6. Policy Requirements. Landlord, Landlord's Affiliates, and Landlord's Parties shall be endorsed as an additional insured on the policy of Commercial General Liability Insurance if required to be maintained by Tenant. The insurance policies and certificates required by this General Provisions Section 13 shall require the insurance company to furnish the Landlord at least thirty (30) days prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. The insurance which Tenant is required to carry under this Lease shall be with companies satisfactory to Landlord. Prior to taking possession of the Premises, upon renewal or replacement of any required insurance, and as may be requested by Landlord from time to time, Tenant shall deliver to Landlord copies of such policies, declaration pages, endorsements, certificates, and other proofs and assurances of insurance, evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. All policies to be maintained by Tenant shall be primary policies and not contributing with or as excess coverage for any insurance carried by Landlord. Landlord and Tenant shall fully cooperate in making claims and furnishing information to the insurer or insurers, and obtaining settlements and payments from the insurer or insurers.

13.7. Failure to Maintain Required Insurance. Notwithstanding anything herein to the contrary, if Tenant fails to maintain any or all insurance required to be maintained by Tenant, or fails to furnish Landlord timely proof and assurance of the existence and continuance of the insurance, and such failure continues for more than ten (10) business days after notice, such failure shall be deemed a default and breach of this Lease by Tenant pursuant to General Provisions Section 19.1 without further curative period, and Landlord may immediately pursue any and all remedies provided for in General Provisions Section 19.2.

14. TERMINATION. Tenant may terminate this Agreement, upon written notice to Landlord, if due to no fault of Tenant (i) any approval, authorization, permit, or authorization required for the construction, operation, maintenance, reconstruction, modification, or addition to the Communication Facilities is cancelled, terminated, or not renewed; (ii) Hazardous Materials are or become present on the Premises in violation of Environmental Laws; (iii) the Communications Facilities are substantially damaged or destroyed; or (iv) annual appropriation of funds by the Tenant's governing authority, i.e. the Hall County Board of Commissioners, does not occur for continuation of the lease provided for in this Agreement in which event the Agreement shall terminate at the close of the fiscal year for which funding was last approved.

15. SURRENDER. At Landlord's option and upon at least sixty (60) days' notice prior to the expiration of the Term, Tenant shall, within sixty (60) days of the expiration of the Term or earlier termination of this Lease, dismantle and remove the Communication Facilities placed by Tenant upon the Premises pursuant hereto, and shall restore the Premises to the condition that existed prior to the installation of the Communication Facilities. Tenant shall also remove the foundation of the Communication Facilities, including, but not limited to, all underground portions of the Communication Facilities, and deliver to Landlord all keys associated with the Premises. Tenant acknowledges the fixed nature of the Term, and agrees that any portion of the Communication Facilities remaining on the Premises after the expiration of the Term or the earlier termination of the Lease shall, at the election of Landlord, either (i) become the property of Landlord and shall be deemed abandoned in accordance with applicable Laws, or (ii) be removed and disposed of by Landlord at Tenant's sole cost and expense. Tenant hereby waives any and all rights in the Communication Facilities and the right to compensation for any work or preparation performed by Tenant, including, without limitation, any rights arising under any Laws. Landlord shall have the right to remove,

store, operate, sell or dispose of such Communication Facilities and retain any proceeds derived therefrom pursuant to any and all applicable Laws.

16. DAMAGE OR DESTRUCTION. In the event of casualty causing damage to or destruction of the Communication Facilities or affecting Tenant's operations and/or the use of the Premises by Tenant, Rent shall not abate and Tenant shall have the option to either (i) repair and restore said damaged or destroyed improvements, (ii) repair and restore those portions of the Premises and/or Property necessary for Tenant to continue its operations and/or use of the Premises, or (iii) terminate the Lease upon written notice to Landlord.

17. CONDEMNATION. If any portion of the Premises is taken under the power of eminent domain, or under threat of the same, this Lease shall automatically terminate as to that portion of the Premises so taken. Landlord shall be entitled to the entire award or compensation relating to the value of the Premises or diminishment in value thereof. Tenant shall be entitled to that portion of the amount awarded which relates to the Tenant's share of the Communication Facilities which may be condemned. The Base Rent shall abate to the degree any portion of the Premises is taken effective as of the date Tenant no longer may use the taken portion of the Premises.

18. ASSIGNMENT AND SUBLETTING. Subject to General Provisions Section 9, Tenant shall not voluntarily or involuntarily assign, transfer, mortgage, pledge, hypothecate or otherwise encumber this Lease or any interest therein, and shall not sublet or grant any right by license, or otherwise in the Premises or any part thereof, or assign, sublet or enter into any agreement for colocation, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Any consent to an assignment of the Lease or to a sublease of the Premises shall pertain solely to the assignment or sublease requested, and shall not pertain to any subsequent or further assignment of the Lease or the sublease of the Premises. Landlord may assign its interest in this Lease and/or sell or convey its interest in the Premises, at which time Landlord shall be released and entirely discharged from any and all further obligations and responsibilities under this Lease.

19. DEFAULT BY TENANT.

19.1. Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant: (a) Failing to pay any Rent or any other charges when due and such failure continues for ten (10) days after Tenant's receipt of Landlord's written notice thereof; (b) Failing to abide by the use restrictions set forth in General Provisions Section 1; (c) Failing to promptly and fully perform any other covenant, condition or agreement contained in this Lease should such failure continue for thirty (30) days after Tenant's receipt of Landlord's written notice thereof; provided, however, if the failure to perform is such that it cannot reasonably be cured within thirty (30) days, no default shall occur if Tenant commences to cure within said thirty (30) day period and diligently prosecutes such curing to completion; (d) Causing or permitting to be caused a violation of any Laws, including Environmental Laws (defined in General Provisions Section 8.1 above); and (e) any default by Tenant or any affiliate thereof under any other license, lease, or agreement with Landlord, Landlord's Affiliates, or Landlord's Parties. Any notice provided above shall be in lieu of and not in addition to any notice required by any Laws, except as otherwise not permitted by the Laws of the State.

19.2. Remedies. Upon Tenant's default under this Lease, Landlord may: (i) perform such obligations on behalf of Tenant, whereupon Tenant shall reimburse Landlord for the costs incurred as Additional Rent within ten (10) days after Tenant's receipt of Landlord's demand; (ii) terminate this Lease by written notice to Tenant; (iii) proceed under the Laws of the State to re-enter and take possession of the Premises, expelling Tenant therefrom and relet the Premises without terminating the Lease, with Tenant to be liable for all costs and expenses of reletting incurred by Landlord as well as any difference in Rent between the Rent set forth in this Lease and the rent under the replacement lease through the remainder of the Term; and/or (iv) pursue any and all remedies available at law or in equity, including injunctive relief. Should Landlord elect

to terminate this Lease, Landlord may recover any and all damages permitted by law, in addition to those remedies under this Lease.

20. **WAIVER OF NOTICE.** Notwithstanding any other provision contained in this Lease relating to notice: (i) if the Tenant is required to comply with any governmental regulation or order within a period less than that to which Tenant would otherwise be entitled to notice under this Lease, Tenant shall not be entitled to notice from Landlord beyond the period within which such compliance may be required by such regulation or order; or (ii) if the Premises require emergency repairs which Tenant would otherwise be obligated to make under this Lease, but which Tenant is then unable or unwilling to make, Landlord may, without notice, elect to make such repairs for the account and at the expense of Tenant. Any amount so paid shall be immediately due and owing from Tenant to Landlord as Additional Rent.

21. **ATTORNEYS' FEES.** In the event either party commences a legal proceeding to enforce any of the terms of this Lease, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs actually incurred from the other party, to be fixed by the court in the same action.

22. **NOTICES. ALL NOTICES, REQUESTS, DEMANDS, AND OTHER COMMUNICATIONS UNDER THIS LEASE SHALL BE IN WRITING AND SHALL BE GIVEN BY (I) ESTABLISHED EXPRESS DELIVERY SERVICE WHICH MAINTAINS DELIVERY RECORDS, (II) HAND DELIVERY, OR (III) CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE PARTIES AT THE ADDRESSES SET FORTH IN SECTION 1 OF THE LEASE, OR AT SUCH OTHER ADDRESS AS THE PARTIES MAY DESIGNATE BY WRITTEN NOTICE IN THE ABOVE MANNER.** Communications may also be given by electronic mail, provided the communication is concurrently given by one of the above methods and the intended recipient notifies the emailing party receipt of such notice. Subject to the preceding sentence, notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

23. **RIGHT OF ENTRY.** In addition to its rights otherwise provided in this Lease, Landlord reserves and shall at any and all reasonable times have the right to enter the Premises to inspect the same and to submit the Premises to prospective purchasers or Tenants, and to post notices of non-responsibility, all without abatement of Rent. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by Landlord's entry as provided in this General Provisions Section. Tenant shall permit Landlord to place upon the Premises signs advertising the Premises for sale.

24. **NO RECOURSE; LIMITATION OF ACTIONS AGAINST LANDLORD.** Notwithstanding anything in this Lease to the contrary, Tenant agrees that any claim against Landlord shall be limited to the real property and improvements located within or on the Premises. Tenant hereby waives its rights to make any claim or demand against any other property or assets of Landlord unrelated to the Premises. Any claim, demand, or right of any kind by Tenant arising under the terms and conditions of this Lease shall be barred unless Tenant commences an action thereon within twelve (12) months after the expiration or termination of this Lease. Landlord does not waive any of its rights or defenses under this Lease, at law or in equity regarding any such claim.

25. **RESERVATION OF RIGHTS.** Landlord reserves the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Premises. Landlord further reserves the right to access and use the Premises and the Communication Facilities for the placement and installation of communications equipment to be used by Landlord in furtherance of Landlord's operation of the Property or its non-profit functions, as

determined by Landlord, in Landlord's sole discretion. Landlord further reserves and retains exclusive hunting, fishing and trapping rights and privileges on the Premises. Landlord also reserves and retains the right to any timber, top soil, soil and agricultural by-products on the Premises. Landlord also reserves and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the Premises Land (collectively, "**Mineral Rights**"), and the parties acknowledge and agree that the Mineral Rights are not included as part of the Premises. Tenant acknowledges and agrees that this Lease is subject to the reservation of the Mineral Rights. Landlord shall not be liable for, but agrees to cooperate and assist Tenant in obtaining reimbursement for, any damage to the Communication Facilities, improvements and other personal property that may be caused by any entity holding Mineral Rights associated with the Premises.

26. ENCUMBRANCES.

26.1. Defined Terms. "**Encumbrance**" means any mortgage, deed of trust or other financing document (including any assignment of leases and rents), ground lease, underlying lease or like encumbrance affecting any part of the Property or any interest of Landlord therein which is now existing or hereafter executed or recorded, including any renewals, modifications, consolidations, replacements, extensions, and amendments thereto. "**Mortgagee**" means the holder of any Encumbrance covering any part of the Property.

26.2. Subordination. This Lease and any rights of Tenant granted hereby shall be subject and subordinate to any Encumbrance, to any and all advances made on the security thereof; and to all renewals, modifications, and extensions thereof. Tenant agrees that the Mortgagee shall have no liability or obligation to perform any of the obligations of Landlord under this Lease. Any Mortgagee may elect to have this Lease and/or rights of Tenant granted hereby superior to the lien of its Encumbrance by giving written notice thereof to Tenant, whereupon this Lease and such rights of Tenant shall be deemed prior to such Encumbrance, notwithstanding the relative dates of the documentation or recordation thereof.

26.3. Attornment. In the event that Landlord transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of an Encumbrance to which this Lease is subordinated (i) Tenant shall, subject to the non-disturbance provisions of General Provisions Section 26.4, attorn to such new Landlord, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new Landlord for the remainder of the term hereof; or, at the election of such new Landlord, this Lease shall automatically become a new Lease between Tenant and such new Landlord, upon all of the terms and conditions hereof, for the remainder of the term hereof; and (ii) Landlord shall thereafter be relieved of any further obligations hereunder and such new Landlord shall assume all of Landlord's obligations hereunder, except that such new Landlord shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of Landlordship; (b) be subject to any offsets or defenses which tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent; or (d) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Encumbrance.

26.4. Non-Disturbance. With respect to Encumbrances entered into by Landlord after the execution of this Lease, Landlord shall use reasonable, good faith efforts to receive a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Mortgagee which Non-Disturbance Agreement provides that Tenant's possession of the Premises, and this Lease, including, without limitation, any options to extend the term hereof, will not be disturbed so long as Tenant is not in default hereof and attorns to the record Landlord of the Premises. Such Non-Disturbance Agreement may provide, among other things, that (i) such Mortgagee shall be entitled to receive notice of any Landlord default under this Lease plus

a reasonable opportunity to cure such default; (ii) such Mortgagee shall not be bound by any modification or amendment to this Lease, or any cancellation or surrender of this Lease, without such Mortgagee's consent, (iii) such Mortgagee shall not be bound by any obligation under this Lease to perform or pay for any improvements to the Premises; and (iv) such Mortgagee or any successor landlord shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of Landlordship; (b) be subject to any offsets or defenses which Tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

26.5. Self-Executing. The agreements contained in this General Provisions Section 26 shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a Mortgagee in connection with a sale, financing or refinancing of the Premises, Tenant shall, within ten (10) days after receipt of a written request, execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

26.6. Mortgage Protection. Tenant agrees to give any Mortgagee, by certified mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Mortgagee. If Landlord shall have failed to cure such default within thirty (30) days from the effective date of such notice of default, then Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including the time necessary to foreclose or otherwise terminate its Encumbrance, if necessary to effect such cure), and this Lease shall not be terminated so long as such remedies are being diligently pursued.

27. EASEMENTS. This Lease is made by Landlord and accepted by Tenant is subject to any and all valid and subsisting easements and rights-of-way affecting in any manner the Premises, which are apparent or visible on the ground or are otherwise recorded with the County in which the Premises are situated, to which reference is hereby made.

28. BANKRUPTCY. Each term, covenant and condition contained in this Lease constitutes a vital and integral part of this Lease, has been agreed to by Tenant to induce Landlord to enter into this Lease with Tenant, and constitutes a valuable consideration for Landlord to execute and deliver this Lease to Tenant, without any of which Landlord would not have executed and delivered this Lease to Tenant. In the event that Tenant should file for voluntary bankruptcy or insolvency or for reorganization, or should some third-party force Tenant into involuntary bankruptcy or insolvency for the benefit of creditors in any court pursuant to any applicable Law, or should Tenant enter into an agreement with creditors for the appointment of a receiver or trustee, covering all or a portion of Tenant's interest in the Premises, then upon the occurrence of any of the above events, and notwithstanding anything in this Lease to the contrary, Landlord may immediately terminate this Lease. Nothing herein shall be deemed an election of remedies or a waiver of any other rights or remedies available at law or in equity.

29. MISCELLANEOUS. The terms set forth in this Lease are the final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Lease may not be amended or modified by any act or conduct of the parties or by oral agreement, unless reduced to a writing signed by both parties. Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Lease shall not constitute a waiver thereof. No waiver by either party of any provision shall be deemed to have been made unless made in writing and signed by both parties. Landlord's consent to or approval of any act requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act. In the event that any provision of the Lease is declared void, invalid or unenforceable by a

regulatory agency, tribunal or court of competent jurisdiction, the remainder of the Lease will continue in full force and effect as if the offending provision were not contained herein, and the offending provision will be replaced by a mutually acceptable and valid provision. If the parties cannot reasonably agree on a replacement provision and the offending provision is material to the Lease, either party may terminate the Lease upon written notice to the other party, provided that all obligations of a party which shall have accrued prior to the date of termination shall be fulfilled by the party. Nothing herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties. The parties hereby agree that this Lease is neither an agency nor an employment contract. This Lease shall be governed by and construed in accordance with the Laws of the State without regard to conflict of law principles. Time is of the essence with respect to this Lease. Neither Landlord nor Tenant shall record this Lease. This Lease may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Lease, a copy of the signed Lease shall be considered for all purposes as an original of the Lease to the maximum extent permitted by law, and no party to this Lease shall have any obligation to retain a version of the Lease that contains original signatures in order to enforce the Lease, or for any other purpose, except as otherwise required by law. The parties expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other, on any matter whatsoever arising out of or in any way connected with this Lease or their relationship arising hereunder. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. Subject to General Provisions Section 18, all of the rights and obligations of the parties under this Lease shall be binding upon and inure to the benefit of the respective heirs, executors, and permitted successors and assigns of Landlord and Tenant. Each and every provision of this Lease to be performed by Tenant shall be deemed both a covenant and condition. The parties agree that each provision set forth herein, pursuant to which Tenant is required to pay Rent shall be and is a covenant of Tenant independent of any other term, condition or covenant contained in this Lease. Tenant shall not be entitled to offset the claimed amount of damages against any Rent or other payments due hereunder, it being expressly agreed that such covenant to pay such amount shall be independent of any obligation of Landlord hereunder. All payments to be made by Tenant hereunder shall, unless otherwise expressly provided, be paid to Landlord without notice or demand and without adjustment, deduction or setoff, in lawful money of the United States.

ADDENDUM B
to Lease Agreement

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is attached to the Lease as Addendum B, and is incorporated therein this _____ day of _____, 2026 by and between:

Ron and Margarett Wiley Family, L.P., a Georgia limited partnership, with an address of 7251 Julian Wiley Road Lula, GA 30554, hereinafter referred to as “Wiley Family L.P.”

and

Hall County, Georgia, with an address of P.O. Box 1435 Gainesville, GA 30503, hereinafter referred to as “the County”,

both of whom are collectively known as the “Parties.”

Background.

The County seeks to lease approximately 1,800 square feet of land located at 1133 Signal Pole Road, Cleveland, GA 30528 from Wiley Family L.P. pursuant to the terms of the CELL TOWER AND COMMUNICATIONS FACILITIES LEASE (“Lease”). *See attached.*

Purpose.

This MOU is intended to provide assurance to Wiley Family L.P. that the County, by and through its authorized agent, intends to commit to the Lease for a term of 10 years provided that appropriate funds are allocated to permit the County to continue the Lease, the Lease continues to benefit the County per the judgment of the acting Hall County Board of Commissioners, and the Lease term complies with the provisions of OCGA §36-60-13.

Governing Law.

This MOU shall be governed by and construed in accordance with Georgia law. All matters based upon, arising out of, or relating to this MOU shall be heard in the courts of Hall County, Georgia.

Signatures.

Ron and Margarette Wiley Family, L.P.,
a Georgia limited partnership

Hall County, Georgia

By: Margarette J. Wiley
Name: Margarette J. Wiley
Its: General Partner

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM


Justin R. Lawhon,
County Attorney

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