

Hargray Archer Road Tower  
Beaufort County Archer Road

**TOWER ATTACHMENT LEASE AGREEMENT**  
**Co-Location Agreement**

THIS TOWER LEASE AGREEMENT (this "Lease"), made this 9<sup>th</sup> day of July, 2002, between HARGRAY COMMUNICATIONS GROUP, INC., (f/k/a Hargray Holdings Corporation) a South Carolina Corporation with an address of P. O. Box 5986, Hilton Head Island, South Carolina 29938 ("Lessor") and BEAUFORT COUNTY c/o County Council of Beaufort County, 1000 Ribaut Road, Beaufort, South Carolina 29901 ("Lessee").

**WHEREAS**, Lessor is the owner of certain real property located off Archer Road known as Lot 20-A Palmetto Bay Road Commercial Subdivision in the Town of Hilton Head Island, County of Beaufort, State of South Carolina upon which Lessor owns and operates a telecommunications tower (the "Tower"). Said real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property" or "Tract").

**WHEREAS**, Lessee desires to lease from Lessor certain space on Lessor's Tower and certain space inside Lessor's communication building for the placement and operation of Lessee's communications facility.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, hereto, hereby agree as follows:

1. **Premises**. Lessor hereby Leases to Lessee and Lessee hereby Leases from Lessor (i) space on Lessor's Tower at the 175, 215, 270 and 295 foot levels (the "Tower Space"); (ii) 300 square feet of space inside Lessor's building described on Exhibit "B" attached hereto and made a part hereof (the "Additional Space"); and (iii) nonexclusive space between the Tower Space and the Additional Space (the "Line Space"). (The Tower Space, the Additional Space and the Line Space are hereinafter collectively referred to as the "Leased Site".)

2. **Communications Facility**: Lessee may use the Leased Site only to install, maintain, repair, replace, remove and operate the following and associated equipment on or in the Leased Site, all for the purpose of a communications facility and uses incidental thereto:

- A. One (1) four (4) foot solid dish with one (1) EW63 line at the 175 foot level;  
One (1) six (6) foot solid dish with one (1) EW63 line at the 215 foot level;  
Two (20 DB809 antennas with two 1 1/4 lines and one (1) PD 340 antenna with one 7/8 line at the 270 foot level; and  
One (1) antenna and one (1) tower top amp with one (1) 7/8 line at the 295 foot level

all to be anchored and installed on the Leased Site in accordance with good and accepted engineering practices, including without limitation the right to run such lines and other cables within the Line Space. The antennas, panels and cables are more particularly described on the Equipment List attached hereto and made a part hereof as Exhibit "C".

B. Radio communications equipment consisting of transmitter, receiver, accessories, and other property to be installed by Lessee in the Additional Space.

C. Auxiliary power shall be provided by Lessor.

All of Lessee's equipment, panels, cables, wires, antennas, transmitters, receivers, lines, microwave dishes and accessories are collectively referred to as the "Communications Facility" or "Facility". Any improvements made by Lessee to the Leased Property (as defined hereinafter) are referred to as the "Improvements" and shall be made at the sole cost and expense of Lessee.

3. **Term:** The initial term of this Lease (the "Initial Term") shall begin on the date Lessee begins installation of its Facility but no later than February 1, 2002 (the "Commencement Date") and shall terminate on the tenth (10<sup>th</sup>) anniversary thereof.

Lessee shall have the option to extend the term of this Lease for three (3) consecutive, additional five (5) year periods (collectively, the "Extension Term(s)"). Such Extension Terms shall automatically commence unless Lessee notifies Lessor in writing at the address shown below at least six (6) months prior to expiration of the current Term of Lessee's decision not to renew this Lease. Except as provided below, all terms and conditions of this Lease shall remain in full force and effect during the Extension Terms.

If Lessee should remain in possession of the Leased Site after the end of the last Extension Term without entering into a new lease agreement, then Lessee shall be deemed to be occupying the Leased Property on a month-to-month basis (the "Holdover Term"), subject to all of the covenants and conditions of this Lease and at a monthly rental of one and one-quarter (1.25) the per month rental payable immediately prior thereto.

The Initial Term, the Extension Term(s) and the Holdover Term are collectively referred to as the "Term".

4. **Rent.** During the Initial Term, Lessee shall pay an annual rental of EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00) in equal monthly installments of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) on the first day of the month, in advance, to Lessor or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental due date. Rent for any partially leased month or year during the Term shall be pro-rated based on the number of days of the Term in said month or year, as applicable. At the end of each twelve (12) month period during the Term, Lessor shall increase the Rent by three percent (3%) over the annual rent for the immediately preceding twelve (12) month period.

Lessor's failure to timely demand any such increase shall not be construed as a waiver of any right thereto and Lessee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereto.

If Rent is not paid by the tenth day of any month then Lessee shall pay an additional daily payment of five dollars (\$5.00) for each day the payment remains delinquent. This late charge is not a waiver of Lessor's right to declare this Tower Attachment Lease Agreement in default if the

Rent is not made when due. Rent for any partially leased month or year during the Term shall be pro-rated based on the number of days of the Term in said month or year, as applicable.

5. **Access.** Lessor hereby grants to Lessee a non-exclusive easement for the term hereof for ingress, egress, and access to the Leased Site adequate for Lessee to service the Facility. Lessee or Lessee's qualified contractors or persons under Lessee's direct supervision shall have access to the Tower and the Leased Site on a 24-hour, seven (7) day per week basis as necessary for the operation and maintenance of Lessee's Facility. It is agreed, however, that only authorized employees, contractors, subcontractors, engineers, lenders, agents or representatives of Lessee or said lenders, or persons under Lessee's direct supervision, will be permitted to enter the Leased Site for said permitted uses. Lessee further agrees that any employee, contractor, subcontractor, engineer, representative or agent directed by Lessee to install, remove, replace, alter, maintain or repair said Communications Facility will be covered by the liability policy described in Paragraph 12 of this Lease or by a similar policy. (The Leased Site and the areas over which the easements granted in this Lease run are hereinafter collectively referred to as the "Leased Property".)

6. **Utilities.** Lessee shall be solely responsible for and promptly pay all charges for electricity, telephone and any other utility used or consumed by Lessee on the Leased Property. Lessor shall reasonably cooperate with Lessee and any utility company in obtaining, for no additional consideration from Lessee or the utility, a non-exclusive easement in, over and across the Tower and/or the Tract in order that such utility company may provide service to Lessee. Notwithstanding the foregoing, Lessee shall pay Lessor's reasonable expenses incurred (including, without limitation, reasonable attorneys' fees) in connection with said easement and service use, including, without limitation, negotiating, preparing, and reviewing documents related thereto. Lessee shall have an electrical current meter installed at the Leased Site, and Lessee shall pay the cost of installation, maintenance and repair of such meter.

7. **Fixtures.** Lessor hereby acknowledges and agrees that the Communications Facility and Improvements are and shall remain the property of Lessee and shall not be, become or be deemed by Lessor to be fixtures upon the Leased Site. Lessor grants Lessee a non-exclusive easement in, over, across and through the Tract and the Tower as reasonably required, in Lessor's reasonable opinion, for construction, installation, maintenance, repair, replacement, operation and removal of the Communications Facility and the Improvements.

8. **Lessee's Performance and Surrender; Removal of Communications Facility.** Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and, at the termination of this Lease, surrender to Lessor the Leased Property subject to the other provisions of this Lease. Upon termination of this Lease, Lessee shall, within a reasonable period of time not to exceed sixty (60) days, remove the Communications Facility and shall restore the Leased Property to as near as practical to its original condition, reasonable wear and tear and casualty excepted as set forth hereinafter. Lessee need not remove or restore changes to the Leased Property not caused by Lessee or arising out of normal wear and tear, casualty, paving, foundations, vegetation removed for construction or operation purposes, utility lines, and enhancements made by Lessee to the Tower or Tract pursuant to the terms of this Lease.

**9. Termination.**

A. Lessee shall have the right to terminate this Lease upon the occurrence of any of the following events:

(i) If the approval of or issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility as now or hereafter intended by Lessee (the "Approvals") cannot be obtained, or is revoked;

(ii) If Lessee determines, based upon soil bearing tests, structural tests, radio frequency propagation tests, or interference with Lessee's reception or transmission, that the Leased Site is inappropriate for the uses intended by Lessee;

(iii) If Lessee, in its reasonable discretion, is unable to obtain within three hundred sixty-five (365) days of the date of this Lease a title insurance policy on its interest in the Leased Property in a form satisfactory to Lessee;

(iv) If any relocation of Lessee's Facility pursuant to section 15 is unacceptable to Lessee; or

(v) Funds are not appropriated for this project by the Beaufort County Council.

B. Lessee shall give Lessor thirty (30) days written notice of termination under the terms of this Paragraph 9. Upon such termination, this Lease shall terminate and be of no further force and effect, and except for any indemnity obligations and Lessee's obligations to remove its Facility, the parties hereto shall be released from all duties, obligations, liabilities and responsibilities under this Lease.

C. Lessee shall make a diligent reasonable effort to obtain all of the Approvals. Lessor agrees to reasonably cooperate with Lessee in securing all of the Approvals. Upon the request of Lessee, Lessor shall execute and deliver such forms and applications as are reasonably necessary and appropriate to obtain the Approvals. Lessee reserves the right to contest and/or appeal, to the extent determined by Lessee, in Lessee's sole discretion, any adverse governmental or judicial decision or determination relative to the issuance of any such Approvals. All costs arising out of the procurement of such Approvals shall be borne by Lessee, including, without limitation, Lessor's reasonable expenses incurred (including, without limitation, reasonable attorneys' fees) in connection with the Approvals, including, without limitation, negotiating, preparing, and reviewing documents related thereto.

**10. Liability and Indemnity.** Each Party shall, to the fullest extent permitted by law and within statutory limits of liability, indemnify, defend and hold harmless the other Party, its respective Affiliates, and their respective directors, employees, officers, shareholders, successors and assigns against all claims, losses, costs, expenses, damages and liabilities arising from (i) the negligence, willful misconduct or strict liability of such Party or its agents, employees, representatives, contractors; or (ii) any material breach by such Party of any provision of this Agreement. In addition to the forgoing neither Party shall be responsible or liable to the other for any damage arising from any claim to the extent attributable to any acts or omissions of other lessees or

licensees at the licensees at the Tower Site. Except as otherwise specifically provided herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Property by Lessee shall be so installed, kept, stored, or maintained at the risk of Lessee. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee which might result from hurricanes, tornados, lightning, wind storms, or other Acts of God. The indemnities described in this paragraph 10 shall survive termination of this Lease.

#### **11. Defaults and Remedies.**

A. Notwithstanding anything in this Lease to the contrary, Lessee shall not be in default under this Lease until:

(i) Thirty (30) days after Lessee's receipt of written notice from Lessor of the non-payment of rent or other sums due under this Lease, which non-payment is not cured within said time;

(ii) Thirty (30) days after Lessee's receipt of written notice from Lessor of any breach of this Lease by Lessee other than non-payment of rent or other sums, which breach is not cured within said time; provided, however, where any such breach cannot reasonably be cured within said period, Lessee shall not be deemed to be in default under this Lease if Lessee commences to cure such breach within said period and thereafter diligently pursues such cure to completion.

B. Notwithstanding anything in this Lease to the contrary, Lessor shall not be in default under this Lease until thirty (30) days after Lessor's receipt of written notice from Lessee of any breach of this Lease by Lessor, which breach is not cured within said time; provided, however, where any such breach cannot reasonably be cured within said period, Lessor shall not be deemed to be in default under this Lease if Lessor commences to cure such breach within said period and thereafter diligently pursues such cure to completion.

C. The rights and remedies stated in this Lease are not exclusive. The parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity. In the event of Lessee's default in the payment of rentals or Lessee's failure to comply with any other material provision of this Lease, Lessor may, at its option, cure Lessee's default at Lessee's expense or terminate this Lease without affecting its right to demand, sue for, and collect all past due rentals, and any and all of its other damages and other remedies arising out of Lessee's failure to comply to which Lessor may be entitled.

D. No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default; and no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

E. Should a party seek remedies through an attorney or some other legal procedure, the prevailing party shall be entitled to collect from the non-prevailing party the prevailing party's reasonable costs and attorneys' fees thereby incurred.

12. **Insurance.** Without limiting the obligations of the parties set forth herein, Lessor agrees to maintain comprehensive commercial general liability and casualty insurance in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00). Lessee agrees that it shall require any subcontractor, agent, employee, successor or entity performing any type or work whatsoever on the Tower Site to maintain, in full force and effect comprehensive general liability and casualty insurance in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00), which insurance policy shall name Lessor as an additional insured. Notwithstanding anything to the contrary, either party may provide all or some of the insurance coverage limits required under this Section through an umbrella policy. Such insurance policies shall contain a provision that such policy shall not be canceled or amended without thirty (30) days notice to the other Party. Lessee shall require any subcontractor, agent, employee, successor or other entity performing any type of work on the Tower Site to provide a certificate evidencing such insurance to Lessor prior to entry upon the Tower Site.

13. **Taxes.** Lessee shall pay annually during the Term to either Lessor or the taxing authority, in Lessor's discretion, an amount equal to any increase in real property taxes directly attributable to Lessee's use of the Premises. Said amount shall be deemed additional rent hereunder and shall be paid within sixty (60) days of Lessee's receipt of documentation of the taxing authority, reasonably acceptable to Lessee, indicating the amount due. Lessee may at its, sole cost and expense, appeal, challenge or seek modification of any real estate assessment for which Lessee is wholly or partially responsible. Upon written request by Lessee, Lessor shall furnish evidence of payment of all taxes and assessments on the Tract and Tower. Lessee shall pay annually all personal property taxes on its Communications Facility and shall furnish Lessor evidence thereof on written request.

14. **Interference.** Lessee agrees to install equipment only of types and generating frequencies which will not cause interference to Lessor's (or Lessor's subsidiaries or affiliates) current or future uses of the Tower and Tract, and other users of the Tower as may already be in place on the Tower. At Lessor's request, Lessee shall provide a detailed interference analysis showing potential conflicts between Lessee's frequencies and those of Lessor or other users already in place on the Tower. If the interference cannot be eliminated within forty eight (48) hours after receipt of written notice from Lessor to Lessee ("Notice Date"), Lessee shall temporarily disconnect the electric power and shut down the Communications Facility (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of the written notice, Lessee agrees to remove the Communications Facility from the Tract and Tower and this Agreement shall terminate as if by expiration. After the Communications Facility has been installed, Lessor shall place similar restrictions upon interference with Lessee's frequencies on others using Lessor's Tower with Lessor's permission, or under privity of contract with Lessor ("Third Parties"), installed on the Tower after Lessee's installation of the Communications Facility. In the event Third Parties' interference cannot be eliminated or rectified to Lessor's satisfaction within forty eight (48) hours after receipt of written notice from Lessee to Lessor, Lessor shall cause such Third Parties to temporarily disconnect the electric power and shut down the Third Parties' equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of the written notice, Lessor shall at the request of Lessee require the party causing the

interference to remove its equipment from the Tract and Tower, or Lessee may, at Lessee's sole discretion and option, terminate this Lease upon notice to Lessor.

**15. Facility Relocation.** Lessor reserves the right to change the location of any portion of Lessee's Communications Facility at Lessor's reasonable discretion upon ninety (90) days written notice sent by certified mail to Lessee. Lessee shall relocate or remove so much of the Facility requested, at Lessor's expense, within one hundred twenty (120) days of receipt of any such notice by Lessor. Notwithstanding anything to the contrary in this Lease, Lessee shall have the right to terminate this Lease at any time after receipt of such notice from Lessor if the relocation or removal of such equipment required by Lessor shall materially impair or degrade the quality of transmission of signals by Lessee.

**16. Covenant of Quiet Enjoyment.** Lessor covenants that Lessee shall, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Property during the Term without hindrance, ejection, or molestation by Lessor or any person or entity whomsoever and Lessor shall warrant and defend the same to Lessee against the claims and demands of all said persons and entities. Lessor covenants, warrants, and represents that, to the knowledge of Lessor: (a) it is seized of good and marketable title to the Tract, (b) the Tract is free and clear of encumbrances that would prohibit or inhibit Lessee's intended use thereof, (c) Lessor and the person(s) or entity(ies) executing and performing this Lease on Lessor's behalf have full authority to enter into, execute, and perform this Lease.

**17. Subordination and Non-Disturbance.** At Lessor's option, this Lease shall be subordinate to any deed to secure debt, deed of trust, mortgage, or similar instrument (collectively "Mortgage") by Lessor which from time to time may encumber all or part of the Tract and/or Leased Property; provided, however, if subordinate and if the holder of every such Mortgage will not recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and Lessee's right to remain in occupancy of the Leased Property as long as Lessee is not in default of this Lease by executing a non-disturbance agreement in a form reasonably acceptable to Lessee ("NDA"), then Lessee may terminate this Lease. If Lessee does not terminate this Lease as permitted hereunder, Lessee shall execute in a timely manner whatever instruments as reasonably may be required to evidence this subordination clause. Lessor shall use reasonable efforts to assist Lessee in obtaining the NDA.

**18. Hazardous Substances.** Lessor represents and warrants that, to the best of its knowledge, the Tract has never been used for treatment, storage, or disposal of any Hazardous Substances (as that term is hereinafter defined), and the Tract (including the subsurface water) has not been contaminated by any such Hazardous Substance. Lessor shall defend, indemnify and hold Lessee harmless from and against any claim, damage, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, related to or arising from the breach of any of Lessor's representations and warranties, the presence or suspected presence of Hazardous Substances on, under or around the Property or violations of Environmental Laws or the generation, storage, disposal of, or release of Hazardous Substances on, under or around the Property except that Lessee shall defend, indemnify and hold Lessor harmless from and against any damage, loss, expense, response costs or liability including consultant fees and reasonable attorneys' fees resulting from violations of Environmental Laws by Lessee or resulting from the Lessee's release of Hazardous Substances on the Property.

"Environmental Laws" shall mean all federal state, local and foreign laws relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment or the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, adopted or approved thereunder. "Environmental Substances" shall mean any pollutant, contaminate, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law.

**19. Assignment and Subletting.** Lessee shall not voluntarily assign or sublease its interest in this Lease or in the Leased Site without Lessor's prior written consent. Lessor may assign or otherwise transfer this Agreement upon written notice to Lessee. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease.

**20. Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier, or by overnight delivery, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

Unless otherwise directed in writing by Lessor, Lessee shall forward all rental and other payments required hereunder to:

Hargray Communications Group, Inc.  
(f/k/a Hargray Holdings Corporation)  
870 William Hilton Parkway  
Hilton Head Island, South Carolina 29928  
P. O. Box 5986  
Hilton Head Island, South Carolina 29938  
Attn: Corporate Controller

Lessor: Hargray Communications Group, Inc.  
(f/k/a Hargray Holdings Corporation)  
870 William Hilton Parkway  
Hilton Head Island, South Carolina 29928  
P. O. Box 5986  
Hilton Head Island, South Carolina 29938  
Attn: General Manager

With required copy to: William W. Jones, Jr., Esquire  
Jones, Scheider & Patterson, P.A.  
18 Pope Avenue  
P.O. Drawer 7049  
Hilton Head Island, South Carolina 29938

Lessee: Beaufort County  
c/o County Council of Beaufort County



1000 Ribaut Road  
Beaufort, South Carolina 29901

With required copy to: Beaufort County  
c/o County Council of Beaufort County  
1000 Ribaut Road  
Beaufort, South Carolina 29901  
Attention: County Attorney

Notice shall be deemed given or received when delivered (if delivered by hand) or when post-marked (if sent properly by mail in accordance with the foregoing).

**21. Condemnation.** If all or any portion of the Leased Site shall be taken or condemned for any public purpose to such an extent as to make Lessee unable to utilize its equipment, this Lease shall, at the option of either party, forthwith cease and terminate. In such event Lessor shall be under no liability to Lessee, and Lessee shall be entitled to no part of any condemnation award except so much thereof as the condemning authority expressly allocates to moving or relocation expenses incurred by Lessee. Lessor shall provide Lessee with notice in writing of any actual or threatened condemnation proceedings promptly after receiving notice thereof.

**22. Tests.** Lessee is hereby given the right to conduct surveys, soil tests, radio coverage tests, structural tests and any other test or investigation needed in Lessee's determination to or from the Leased Property, the Tower, and the Tract to determine if the physical condition of the Leased Property is suitable for Lessee's uses hereunder.

**23. Condition of the Tower.**

A. Lessor assumes no responsibility for the license, operation, and/or maintenance of the Communications Facility. Subject to the other provisions contained in this Lease, Lessor, at its cost, except if such cost arises out of a negligent or wrongful act or omission of Lessee or its contractors, shall maintain and repair the Tower and access thereto such that Lessee may utilize the Tower and the Tract for purposes and to the extent herein permitted, including, without limitation, the Tower lighting system and markings and the structural integrity of the Tower. Installation and maintenance and repair of the Tower must comply with all federal, state, and local laws, ordinances, rules, and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation but subject to the other provisions contained in this Lease, maintaining appropriate records and notification to the Federal Aviation Administration ("FAA") of any failure on Lessor's part and repairs and correction of same.

B. Lessor, at its sole cost and expense, shall use reasonable efforts to obtain all of the certificates, permits, and other approvals which may be required from any federal, state, or local authority and/or any easements or consents which are required from any third parties with respect to its operation of the Tower and the lighting system serving the Tower. If any certificate, permit, license, easement, or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated or, if due to technological changes or for any other reason, Lessee, in its sole discretion, determines that Lessor has breached its obligation under this Paragraph 23, then Lessee shall have the right, in addition to its other remedies pursuant to this Lease, at law, or in equity, (a) to

take appropriate action to remedy any such noncompliance, (b) to offset such costs against the rent hereunder, and/or (c) to terminate this Lease.

C. Lessor agrees that, upon receiving notification of a lighting failure from Lessee, Lessor will notify the appropriate FAA service office within thirty (30) minutes of receiving said notice. In addition, Lessor agrees to immediately (within one hour) begin a diligent effort to repair the failed lighting on an emergency basis, and to notify Lessee upon successful completion of the repair. Lessor's failure to complete such repair and notify Lessee within twenty-four (24) hours of receiving such notice constitutes default under this provision. In such event, Lessee, in addition to its other remedies pursuant to this Lease, at law, or in equity, may either elect to take appropriate action to repair or replace lights and invoice Lessor and/or offset against the rent hereunder for all reasonable and direct costs, or terminate this Lease. Without in any way affecting Lessor's obligations relating to lighting, Lessee shall have the right at its expense to install and maintain equipment for the purpose of (i) monitoring the lighting system serving the Tower, and/or (ii) monitoring any device of Lessor's used to monitor the lighting system serving the Tower.

#### **24. Maintenance of Communications Facility.**

A. Subject to the other provisions contained in this Lease, Lessee, at its cost except if such cost arises out of a negligent or wrongful act or omission of Lessor, shall maintain and repair the Communications Facility. Lessee shall comply with all laws applicable to the license, operation, and maintenance of the Communications Facility, the breach of which might result in any damage to or penalty on Lessor, except if such breach arises out of a negligent or wrongful act or omission of Lessor. Lessee shall not commit, or suffer to be committed, any waste on the Leased Property, or any nuisance; provided, however, in no event shall Lessee's operation be deemed to be a nuisance pursuant to this Lease.

B. Lessee covenants and agrees that the Communications Facility and its installation, operation, and maintenance will:

(i) Be subject to Lessor's written approval, which approval shall not be unreasonably withheld or delayed, of any and all plans and specifications related to the installation of the Communications Facility, including without limitation the installation of transmission lines, cables, grounding, and antennae, which written approval must be obtained prior to the filing of any building permit related to such installation or construction, or, if a building permit is not required, prior to the actual commencement of such installation or construction;

(ii) Not irreparably damage the Tower structure and accessories thereto;

(iii) Not interfere with the Lessor's current or future uses of the Tower or Tract, or interfere with the operation of equipment of other tenants or licensees as configured on the Tower or on the Tract prior to the date that this Lease is executed;

(iv) Comply with all applicable rules and regulations of the Federal Communications Commission and all federal, state and local laws, and if applicable any covenants and restrictions, governing use of the Property;

(v) Promptly discharge any lien for labor or material within fifteen (15) days of filing of same.

C. If Lessee or its contractors damage the Tower or Lessor's other premises or equipment for any reason, Lessee will, at its sole expense, immediately repair and restore the Tower or Lessor's premises or equipment, as the case may be, to its condition prior to such damage.

25. **Damage to Tower.** If the Tower is damaged for any reason other than a negligent or wrongful act or omission of Lessee or its contractors so as to render it substantially unusable for Lessee's intended use, rent shall abate for such period until Lessor, at its expense but without any obligation, restores the Tower to its condition prior to such damage; provided, however, in the event Lessor fails to commence with repairs within fifteen (15) days from the date of such damage, Lessee shall have the right at any time thereafter to terminate this Lease.

26. **Miscellaneous.**

A. This Lease contains all agreements, promises and understandings between Lessor and Lessee relating to the Leased Property; and supercedes and replaces any and all previous agreements between the parties regarding the subject property; and no verbal or oral agreements, promises or understandings relating to the Leased Property or the Tract shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties. Headings are included for convenience of reference only and neither limit nor amplify the terms of this Lease. Pronouns shall include all genders and numbers as context requires.

B. This Lease and the performance thereof shall be governed, construed and regulated by the laws of the State of South Carolina.

C. This Lease shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto. Time is of the essence in this Lease.

D. Following the execution of this Lease, either party, at such party's sole expense, shall be entitled to prepare, and each party will execute and deliver for Lease notice purposes only, a Memorandum of this Lease, which Memorandum may be recorded in the County where the Tract is located at the election of either party to this Lease.

E. If any paragraph, section, subsection, provision, sentence, clause or portion of this Lease is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, subsection; provision, sentence, clause or portion of this Lease; and any such affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Lease, and the parties hereby declare that they would have agreed to the remaining parts of this Lease if they had known that such provisions or portions hereof would be determined to be illegal, invalid, or unenforceable.

G. Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Lease or any other agreement contained herein in the manner contemplated hereby.

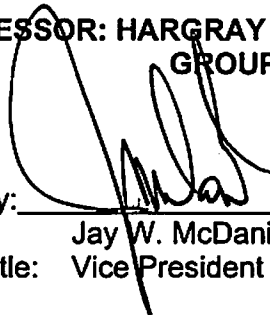
H. Each party, and their respective counsel, have reviewed and revised this Lease. The normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or of any amendments or exhibits hereto.

IN WITNESS WHEREOF, Lessor and Lessee have set their hands and affixed their respective seals as of the day and year first above written.

WITNESSES:

Karen B. Murphy  
Brenda J. Perkins

LESSOR: HARGRAY COMMUNICATIONS GROUP, INC.

By:   
Jay W. McDaniel  
Title: Vice President

WITNESSES:

Cheryl Harris  
Juanita B. Ellis

LESSEE: COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
Thomas C. Taylor, Chairman

Attest: 

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ACKNOWLEDGMENT**

The undersigned Notary Public does hereby certify that **Jay W. McDaniel**, as Vice President of Hargray Communications Group, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 9<sup>th</sup> day of July, 2002.

Cherida S. Perkins  
Notary Public for South Carolina  
My Commission Expires: 08/25/2008

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ACKNOWLEDGMENT**

The undersigned Notary Public does hereby certify that **Thomas C. Taylor** as Chairman of Beaufort County Council personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22<sup>nd</sup> day of July, 2002.

Virginia S. Davis  
Notary Public for South Carolina  
My Commission Expires: 7-27-2005

**EXHIBIT "A"**

**ARCHER ROAD  
LEGAL DESCRIPTION**

**All that certain lot, tract or parcel of land, situate, lying and being a portion of Palmetto Bay Road Commercial Subdivision, Hilton Head Island, Beaufort County, South Carolina and being more particularly described as follows:**

**Commencing at a point at the intersection of the western right-of-way line of Arrow Road and the northern right-of-way line of Archer Road; Thence, along the northern right-of-way line of Archer Road, NORTH 35°40'00" WEST a distance of 546 feet more or less to a concrete monument, the Point of Beginning; Thence, along said right-of-way line, NORTH 35°40'00" W a distance of 207.56 feet to an iron rod; Thence, departing said right-of-way line, NORTH 54°20'00" EAST a distance of 210.00 feet to a point; Thence, SOUTH 35°40'00" EAST a distance of 207.56 feet to a point; Thence, SOUTH 54°20'00" WEST a distance of 210.00 feet to a concrete monument on the northern right-of-way line of Archer Road, the said Point of Beginning.**

**Said parcel contains 43,587.99 square feet (1.00 acre).**

**The parcel as a whole is bounded as follows: On the northwest by lands now or formerly of H. H. Radio Corp., on the northeast by lands now or formerly of The Hilton Head Company, on the southeast by lands now or formerly of Stewart Smith and on the southwest by Archer Road.**

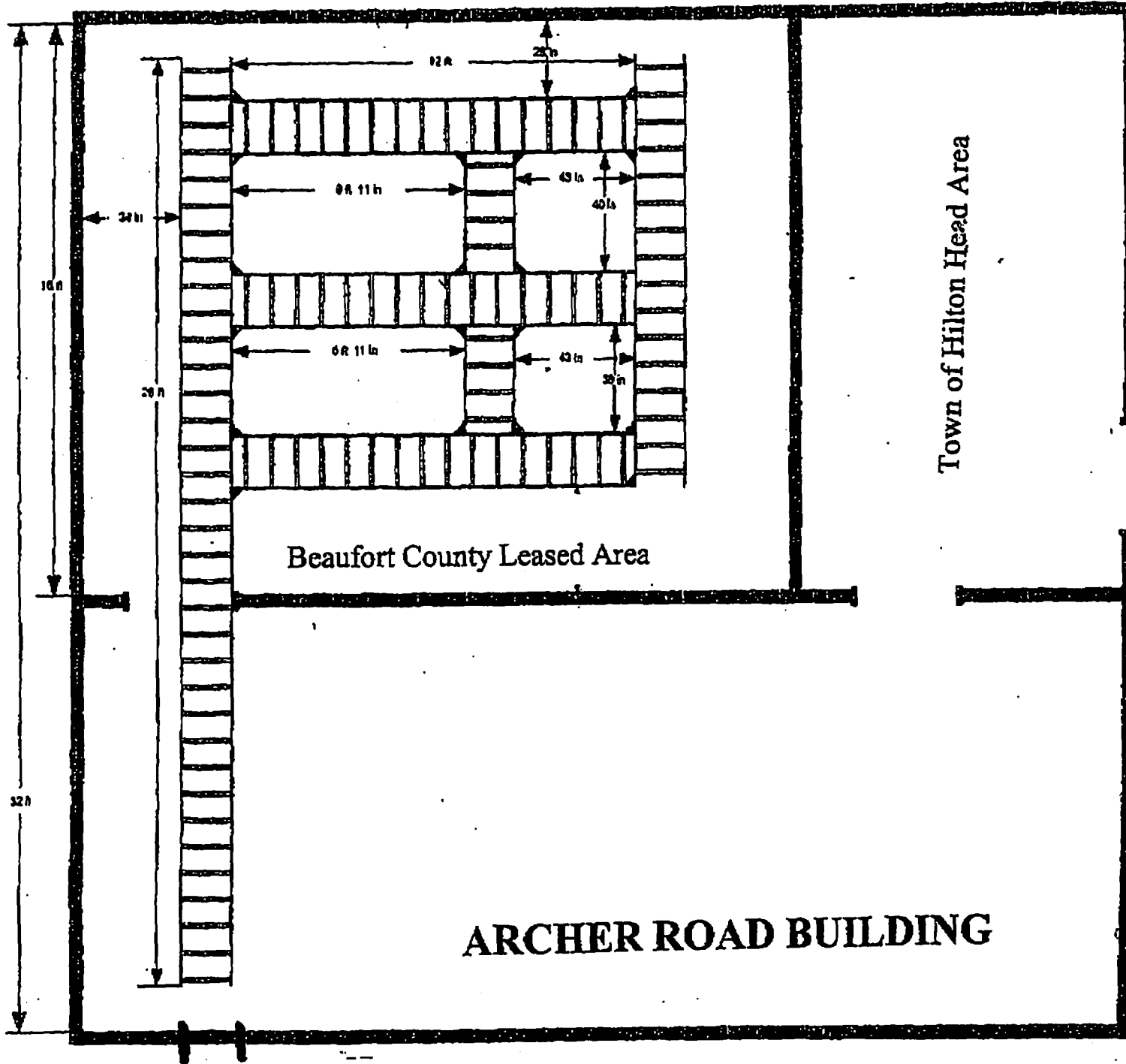
**EXHIBIT "B"**

300 square feet of equipment space inside Lessor's building.

As reflected on attached equipment layout sketch.

# ARROW ROAD

EXHIBIT B



TOWER



**EXHIBIT "C"**

**EQUIPMENT LIST**

- 295' One (1) antenna  
One (1) tower top amp with one (1) 7/8 line
- 270' Two (20 DB809 antennas with two 1 1/4 lines  
One (1) PD 340 antenna with one 7/8 line
- 215' One (1) six (6) foot solid dish with one (1) EW63 line
- 175' One (1) four (4) foot solid dish with one (1) EW63 line

**MEMORANDUM**

**VIA HAND DELIVERY**

**TO: Paula Edgerly  
Purchasing Department - Beaufort County**

**FROM: Ashley Ramsey  
Hargray Communications**

**DATE: July 15, 2002**

**RE: Tower Attachment Lease Agreement - Co-Location  
Beaufort County and Hargray Communications Group, Inc.  
Hargray Archer Road Tower  
Hargray Telephone Company, Inc. Pritchardville Tower**

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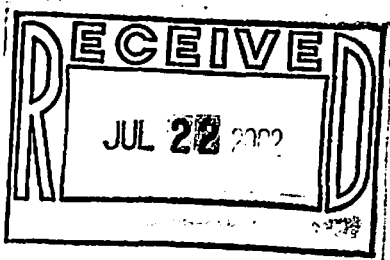
Dear Paula,

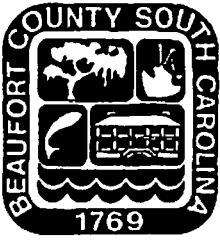
Previously we forwarded to you the above Co-Location Agreements which you had signed and returned the same to us. However, Beaufort County Council Chairman Taylor's signature was not notarized. Accordingly, enclosed please find the duplicate originals of each Agreement which have been executed by Hargray. Please cause the Agreements to be notarized and return one original of each to me at your convenience.

Thank you.

AR/bsp  
Enclosures

F:\Home\Brenda\Hargray\Memos\Paula Edgerly - Beaufort Co. Towers.wpd





COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 470-2735  
FAX: (843) 470-2738

July 30, 2002

Ms. Ashley Ramsay  
General Manager  
Hargray Communications Group, Inc.  
870 William Hilton Parkway  
P. O. Box 5986  
Hilton Head Island, SC 29938

Re: Pritchardville and Archer Road Lease Agreements

Dear Ashley:

Please find attached the requisite agreements on the above.

We appreciate your willingness to provide space for our communications needs into the future.

Sincerely,

Paula B. Edgerly, CPPO  
Purchasing Director

Cc: William Winn, Emergency Management Director

Hargray Communications Group, Inc.  
7 Arley Way, Suite 200 (FedEx)  
P.O. Box 3380 (US Mail)  
Bluffton, SC 29910

November 12, 2007

**VIA CERTIFIED MAIL**

Beaufort County  
c/o County Council of Beaufort County  
1000 Ribaut Road  
Beaufort, SC 29901

Re: Tower Lease Agreement, dated July 9, 2002, by and between Hargray Telephone Company, Inc. and Beaufort County (the "Agreement")

Ladies and Gentlemen:

The purpose of this letter is to notify you that Bluffton Telephone Company, Inc., Hargray Communications Group, Inc., Hargray Telephone Company, Inc., and Hargray Wireless, LLC (collectively or individually, "Hargray") has agreed to sell all of its tower assets to Global Tower, LLC ("Global Tower"), pursuant to that certain Asset Purchase Agreement dated October 3, 2007 ("APA").

At the closing of the APA, Hargray will assign the Agreement to Global Tower, and Global Tower will assume all of Hargray's rights and performance obligations under the Agreement as of the closing. This letter shall serve as notice pursuant to the Agreement that Hargray intends to assign the Agreement at the closing of the APA. The closing is anticipated to occur on or about November 30, 2007. For your information, the notice address for Global Tower under the Agreement shall be: Global Tower, LLC, 1801 Clint Moore Road, Suite 110, Boca Raton, FL 33487.

Please feel free to contact me if you have any questions.

Sincerely,



Cedric DeBardelaben

cc: Beaufort County  
c/o County Council of Beaufort County  
1000 Ribaut Road  
Beaufort, SC 29901  
Attn: County Attorney