

**Board of Commissioners of Candler County  
Called Meeting  
December 21, 2017  
9:00 A.M.**

The Board of Commissioners of Candler County held a called meeting on Thursday, December 21, 2017, at 9:00 a.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. The purpose of the called meeting was to discuss items on the agenda and any other business properly brought before the Board. Those attending the meeting were Candler County Commission Chairman, Glyn Thrift; Commissioners Donny Wells, David Robinson, Wayne Culbertson; Candler County Administrator, Doug Eaves; Candler County Clerk, Maranda K. Lank. Guest attending the called meeting included Candler County Sheriff John Miles and Investigator Justin Wells. The Metter Advertiser was represented by Jerri Goodman. County Vice-Chairman, Brad Jones and Candler County Attorney Kendall Gross were unable to attend the called meeting.

**Call to Order**

Chairman Thrift called the meeting to order at 9:03 a.m.

**Invocation and Pledge of Allegiance**

Chairman Thrift delivered the invocation followed by Chairman Thrift leading the *Pledge of Allegiance*.

**Discussion of the Motorola Communications License Agreement**

Mr. Eaves delivered a synopsis of the terms and conditions of the communications license agreement to the Board.

- 5-year initial term
- 1<sup>st</sup> year \$1,000.00 per month, annual total \$12,000.00
- On the anniversary, the end of year 1 and each year following, an additional \$100 per month. The second year \$13,200.00. The 3<sup>rd</sup> year cost is \$14,400.00. The 4<sup>th</sup> year cost is \$15,600.00. And finally, the 5<sup>th</sup> year annual cost will be \$16,800.00 total commitment.
- After the 5<sup>th</sup> year, the contract goes 3% of the prior total for every year the contract renews.
- The contract is not subject to an annual renewal, but is subject to an annual termination.
- At the end of ten years, the contract will cost \$9,475.80 per year.
- The operating costs will come out of the Sheriff's Department budget.

After a brief discussion, Commissioner Wells made a motion seconded by Commissioner Robinson to approve the 5-year term contract with IWG Towers Assets I, LLC communications license agreement to place the Candler County Sheriff's Department communications equipment on their towers. The motion carried unanimously. (See Exhibit A)

**Other Business**

Mr. Eaves notified the Board of a high quote to renovate the classroom into office spaces. His recommendation was to acquire more quotes. He then notified the Board of a new client he intended to represent in service delivery strategy and a tax issue. Account Receivable Clerk resumes were passed out.

**Adjournment**

With no further business to discuss, Commissioner Culbertson made a motion at 9:11 a.m. seconded by Chairman Thrift to adjourn the meeting. The motion carried unanimously.

  
Maranda K. Lank, Clerk  
Attest

  
Chairman Glyn Thrift

**COMMUNICATIONS LICENSE AGREEMENT**

This Communications License Agreement ("Agreement") is entered into this 21 day of December, 2017 (the "Effective Date") by and between **IWG Towers Assets I, LLC**, a Delaware limited liability company ("LICENSOR"), and **Candler County Sheriff**, a Georgia governmental entity ("LICENSEE").

1. **Scope of License.** Subject to the terms and conditions of this Agreement and the underlying Master Lease, LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment described in attached **Exhibit "A"** (the "Equipment"), annexed hereto at LICENSOR's communication site described in **Exhibit "B"** (the "Site"), annexed hereto, at the location described in **Exhibit "C"** (the "Licensed Premises"), annexed hereto.

2. **Term.** (a) The "Initial Term" of this Agreement shall be for a period of five (5) years beginning on the "Commencement Date" which shall be the earlier of: (i) the date of LICENSOR's issuance, at LICENSEE's request, of a notice authorizing LICENSEE to proceed with the construction of its Equipment at the Site; or (ii) November 1, 2017. (b) The "Renewal Term(s)" of this Agreement shall be four (4) additional periods of five (5) years each. The Renewal Term(s) shall commence automatically without further action on the part of LICENSOR or LICENSEE; provided, however, that either party may terminate this Agreement at the expiration of the Initial Term or at the expiration of any Renewal Term(s) by giving the other party written notice of not less than one hundred twenty (120) days prior to the expiration of the then current term. For purposes of this Agreement, the Initial Term and Renewal Term(s) are collectively referred to herein as the "Term."

3. **License Fee.** (a) Beginning on the Commencement Date, LICENSEE shall pay to LICENSOR a monthly fee of One Thousand and 00/100 (\$1,000.00) Dollars (the "License Fee"). The License Fee shall be payable in equal monthly installments in advance on the first day of each month to LICENSOR and shall be sent to the attention of InSite Towers, LLC, ATTN: GA706 Candler County Sheriff, P.O. Box 759178, Baltimore, MD 21275-9178, or to such other address as designated in writing by LICENSOR. The License Fee shall be prorated for any partial month occurring during the then current term on the actual number of days in such month.

(b) LICENSEE shall pay any charges to install utilities to the Licensed Premises, including emergency power generators, and shall pay all utility charges for utilities consumed by LICENSEE at the Licensed Premises.

(c) Effective on the first annual anniversary of the Commencement Date and each annual anniversary of the Commencement Date thereafter during the Initial Term, the License Fee payable by LICENSEE to LICENSOR shall be increased by One Hundred and 00/100 Dollars (\$100.00) per month. On the commencement of the first Renewal Term, and during the remaining Term of the Agreement, the then current License Fee payable by LICENSEE to LICENSOR shall be increased by an amount equal to three percent (3%) over the License Fee payable by LICENSEE for the preceding twelve (12) month period.

(d) If LICENSEE remains in possession of the Licensed Premises at the expiration of the Term, such tenancy shall be deemed to be a month-to-month license under the same terms and conditions of this Agreement, except that the License Fee payable during such holdover period shall be one hundred fifty (150%) percent of the License Fee payable during the last year of the immediately preceding term.

(e) LICENSEE shall pay all personal property taxes or other taxes assessed against LICENSEE's personal property that is located within the Licensed Premises, and LICENSOR shall pay all real property taxes and all other similar taxes and assessments in the amount(s) currently levied against the Site or personal property and improvements thereon owned and maintained by LICENSOR. LICENSEE shall pay, as an additional fee, its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site over the real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement, and LICENSOR agrees to furnish proof of any such increase to LICENSEE. If applicable, LICENSEE further agrees to pay any sales or use tax assessed by local and/or state jurisdictions with respect to any revenues paid by LICENSEE to LICENSOR hereunder.

(f) LICENSEE agrees that payment of License Fee or other sums due hereunder shall be due and paid without the necessity of a demand or invoice from the LICENSOR, and that LICENSEE shall pay as an additional fee a late charge equal to ten percent (10%) of each installment or sum made more than ten (10) days after its due date.

4. **Inspection of Licensed Premises.** The Licensed Premises shall be provided in "**AS IS**" condition by LICENSOR. LICENSEE has visited and inspected the Licensed Premises and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability,

accuracy and adequacy of the Licensed Premises for LICENSEE's use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE's Equipment.

**5. Permitted Use, Installation, Operating Procedures.** (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. LICENSEE shall, at LICENSEE's expense, (i) conduct any and all engineering tests, environmental tests, and all other feasibility studies which LICENSEE deems necessary or desirable for its use of the Licensed Premises, and (ii) obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities (the "Governmental Approvals"). LICENSOR agrees to reasonably cooperate with LICENSEE to obtain all required Governmental Approvals and any and all local public utility easements requested by LICENSEE, but shall not be responsible for incurring any out of pocket expenses in such regard.

(b) LICENSEE shall, at its expense, install, construct, and maintain the Equipment on the Licensed Premises as defined and consistent with Exhibit A and Exhibit C during the Term hereof in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR's policies as set forth in attached Exhibit "D". Prior to the installation of LICENSEE's Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term:

(i) LICENSEE shall submit, in writing, all plans for such installation, modifications or changes for LICENSOR's approval, such approval not to be unreasonably withheld or delayed by LICENSOR. In order to ensure LICENSEE's compliance with the provisions of this Agreement, the plans and specifications for LICENSEE's Equipment and any modifications thereto shall be submitted to engineers and consultants selected by LICENSOR for review and approval. LICENSEE shall reimburse LICENSOR for LICENSOR's reasonable out of pocket expenses incurred in connection with such review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. LICENSEE shall require all contractors, as a condition to their engagement, to agree to be bound by provisions identical to those included in this Agreement, specifically those relating to the indemnification of LICENSOR and insurance requirements. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to LICENSEE's Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises. If any mechanic's or other liens will at any time be filed against the Licensed Premises or the property of which the Licensed Premises is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to LICENSEE or to anyone using the Licensed Premises through or under LICENSEE, LICENSEE will forthwith cause the same to be discharged of record or bonded to the satisfaction of LICENSOR. If LICENSEE fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of LICENSOR, LICENSOR may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by LICENSOR, including reasonable attorneys' fees incurred by LICENSOR either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by LICENSEE to LICENSOR as an additional fee hereunder.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("Access") twenty-four (24) hours per day, seven (7) days per week, during the Initial Term and any and all Renewal Terms thereof for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities. In the event LICENSOR is charged a fee for its Access to the Site, LICENSEE agrees to pay LICENSOR for its pro-rata portion of such fee, based on any reasonable allocation method selected by LICENSOR.

(d) LICENSEE shall not sublease, share or utilize, in whole or in part, its Equipment, its frequencies or its interests pursuant to this Agreement.

6. **Interference.** (a) The installation, operation and/or removal of LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR, any present or future licensee or any other third party. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation, operation or removal of LICENSEE's Equipment shall interfere with other radio communications systems and equipment at any time, LICENSEE shall, upon request (verbal or otherwise), immediately suspend its operations and do whatever LICENSOR deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified, then LICENSOR may at its option immediately and without notice terminate this Agreement and remove any and all of LICENSEE's Equipment at LICENSEE's sole cost and expense.

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE's utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR thirty (30) days prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if LICENSOR substantially eliminates such interference within thirty (30) days of LICENSEE's termination notice. LICENSEE shall pay LICENSOR any fees due for the period up to the termination of this Agreement. Any advance payments for periods after the termination of this Agreement will be reimbursed to LICENSEE.

(c) Any dispute relating to the interpretation of this Section 6 pertaining to harmful or detrimental interference shall be interpreted and resolved in accordance with applicable FCC rules, regulations and policies.

(d) LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment within the building or shelter, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense, provided that said relocation does not substantially change the operation of LICENSEE's Equipment.

7. **Structural Modifications and Repairs.** In the event LICENSOR, in its sole discretion, determines that any structural modifications or repairs are necessary to any portion of the Licensed Premises due to the presence of LICENSEE's Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed structural modifications or repairs, and the following procedures shall apply:

(a) If structural modifications are necessary prior to LICENSEE's installation or modification of the Equipment, then either: (i) LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Paragraph 5 hereof; or (ii) if such noticed modifications are not completed within sixty (60) days of such notice either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice.

(b) If repairs are necessary due to the presence of LICENSEE's Equipment, LICENSEE shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Paragraph 5 hereof; provided, however, that in the event of an emergency, LICENSOR shall have the right to make such modifications or repairs at LICENSEE's expense, upon notice to LICENSEE, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

8. **Removal of LICENSEE's Equipment.** Provided that LICENSEE is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee or tenants thereon. LICENSEE shall submit a removal plan for LICENSOR's written approval, such approval not to be unreasonably withheld or delayed. Any and all interference or damage caused to the LICENSOR's equipment or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE's sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

9. **Indemnification.** See Exhibit E.

(b) LICENSEE, to the extent permitted by law, shall also indemnify and hold LICENSOR harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action caused by or resulting in any way from RF radiation emissions from LICENSEE's Equipment or any other harmful effect caused by or resulting from LICENSEE's Equipment.

(c) LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or sub-tenants occupying the Site. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Licensed Premises or failure of LICENSEE or LICENSEE's Equipment for any reason whatsoever, and, to the extent permitted by law, agrees to indemnify and hold LICENSOR harmless from all damages and costs of defending any claim or suit for damages of any kind, including but not limited to business interruption and attorneys fees, asserted against LICENSOR by reason of such failure.

(d) Subject to Section 9(c) above, LICENSOR shall indemnify and hold LICENSEE harmless from any claims, demands, or causes of action for property damage or personal injuries, including any payments made under any worker's compensation law or any plan of employees disability and death benefits, to the extent caused by LICENSOR's installation, maintenance, operation or removal of equipment that is under the exclusive control of LICENSOR, except for damages, costs, claims, causes of action or demands caused by the negligence or willful misconduct of LICENSEE.

**10. Damage or Destruction.** LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Licensed Premises, in LICENSOR's opinion, is restored to a usable condition for LICENSEE's operation. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

**11. Condemnation.** In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the conduct of its telecommunications facility, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Licensed Premises to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation. If any condemnation occurs within six (6) months prior to the expiration of the then current term of this Agreement, then this Agreement may be terminated by either party upon written notice to the other.

**12. Insurance and Subrogation.** (a) See Exhibit E.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

**13. Notices.** All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated in writing by either party:

<p>IF to LICENSOR:</p>	<p>IWG Towers Assets I, LLC  ATTN: Legal Department  1199 N. Fairfax Street, Suite 700  Alexandria, VA 22314  (703) 535-3009  (703) 535-3051 FAX</p>	<p>with a copy to:</p>	<p>InSite Wireless Group, LLC  ATTN: General Counsel  260 Newport Center Drive, Suite 421  Newport Beach, CA 92660  (949) 999-3319  (949) 999-3359 FAX</p>
<p>IF to LICENSEE:</p>	<p>Candler County Sheriff  P.O. Box 693  Metter, GA 30439</p>	<p>Billing Address:</p>	<p>Candler County Sheriff  1075 E. Hiawatha Street  Metter, GA 30439</p>

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

**14. Default.** (a) Any one or more of the following events shall constitute a default ("Default") by LICENSEE under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) If either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period

and thereafter continuously and diligently pursues the cure to completion; (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the LICENSEE Equipment was installed, (iv) prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief with respect to LICENSEE, or seeking reorganization, arrangement, adjustment, winding-up liquidation, dissolution, composition or other relief with respect to LICENSEE or LICENSEE's debts; or (v) the making by LICENSEE of an assignment or any other arrangement for the general benefit of creditors under any state statute.

(b) In the event of a Default, LICENSOR shall be entitled at LICENSOR's option to terminate this Agreement and to remove all of LICENSEE's Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE's cost and expense. In the event that LICENSOR should, as a result of the Default in the performance by LICENSEE of its obligations hereunder, incur any costs or expenses on behalf of LICENSEE or in connection with LICENSEE's obligations hereunder, such sums shall be immediately due to LICENSOR upon rendering of an invoice to LICENSEE as an additional fee hereunder.

(c) At any time or from time to time after the removal of the LICENSEE's property from the Licensed Premises pursuant to Subparagraph 14(b) above, whether or not the current term of this Agreement shall have been terminated, LICENSOR may (but shall be under no obligation to) re-license LICENSEE's former space at the Licensed Premises, or any part thereof, for the account of the LICENSOR, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as LICENSOR, in LICENSOR's absolute discretion, may determine, and may collect and receive payments therefrom. LICENSOR shall not be responsible or liable for any failure to re-license LICENSEE's former space at the Licensed Premises or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Paragraph 14, by operation of law or otherwise (except as expressly provided herein), no removal of LICENSEE's property from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE's former space at the Licensed Premises shall relieve LICENSEE of LICENSEE's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon LICENSEE's removal from the Licensed Premises pursuant to this Paragraph 14, LICENSEE shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

**15. Assignment.** (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

(b) See Exhibit E.

**16. Master Lease and Special Stipulations.** (a) LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Tower Ground Lease Agreement dated October 1, 2012, as amended (hereinafter referred to as "Master Lease") attached hereto as Exhibit "F", between Comcast of the South, a Colorado limited partnership f/k/a Comcast Cablevision of the South f/k/a Telescripps Cable Company (hereinafter referred to as "Master Lessor" or "Comcast") and LICENSOR, formerly known as CTI Towers Assets I, LLC, successor in interest to CTI Towers, Inc.

(b) Master Lessor Special Stipulations. See Exhibit E.

**17. Compliance with Laws.** LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA").

**18. RF Emissions Compliance.** (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as all applicable rules and/or regulations of any other federal or state agency including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna Licensed Premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will

immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Site.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Site to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the cost of any engineering studies performed at the request of the LICENSOR at the Licensed Premises, involving measurement and RF emissions compliance pertaining to the Licensed Premises.

**19. Replacement and Renovation of Tower.** LICENSOR reserves the right, in its sole discretion, to renovate, replace or rebuild the tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with Tower Space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period. LICENSOR shall be solely responsible for the costs associated with removing and re-installing the Equipment. LICENSOR reserves the right to erect one or more towers on the Licensed Premises. LICENSEE shall have the right to establish a temporary facility on the Licensed Premises to provide such services as LICENSEE deems necessary during any such renovation, replacement or reconstruction by LICENSOR for so long as adequate space is available and such temporary facility does not interfere with such construction or use by the other licensees, tenants and customers on the Licensed Premises. The location of such temporary facility shall be subject to LICENSOR's approval, which shall not be unreasonably withheld or delayed.

**20. [INTENTIONALLY DELETED]**

**21. Environmental.** See Exhibit E.

**22. Miscellaneous.** (a) In the event of litigation between the parties in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys' fees and court costs related to such issue on which that party is the prevailing party, as determined and allocated by the court as part of the judgment. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the state in which the Site is located, without regard to the choice of law rules thereof. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This License may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this License. (l) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Communications License Agreement to be executed by their duly-authorized representatives as of the Effective Date first above written.

LICENSOR: **IWG Towers Assets I, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE: **Candler County Sheriff**

By:  \_\_\_\_\_  
Name: John D. Miles, Jr.  
Title: Candler County Sheriff



**EXHIBIT A**

**Equipment**  
**Site Name and Number: GA706 Metter**

**LICENSEE: Candler County Sheriff**

The mounting method and exact location of the space and equipment listed herein shall be subject to LICENSOR's approval.

SYSTEM REQUIREMENTS					
POWER provided by:	Utility Company direct			TELCO provided by:	Fiber
Power Requirements:	Amps: 200	Volts: 240		No. of Outlets:	N/A
Generator Provided by:	Licensee	Make: Generac	Model: QT025SAVP	Fuel Type: Propane	Capacity: 250
SPACE REQUIREMENTS & RADIO INVENTORY					
Type of Space Required:	Ground: Yes	Floor: N/A		Total Square Feet:	192 sq ft
Dimensions of Equipment Floor/Ground Space:	12' X 16'			Equipment Height:	N/A
Dimensions of Generator Ground Space:	N/A			Dimensions of Fuel Tank Ground Space:	N/A
No. of Transmitters (Tx):	4	Transmitter Make/Model:	Motorola GTR	Transmitter Power Output:	100 Watts
No. of Receivers (Rx):	4	Receiver Make/Model:	Motorola GTR	Transmitter ERP:	100 Watts
Cabinet also contains:	5400 Watt UPS, TX Combiner, TX-RX Multi-Coupler, GGM8000 Site Gateway, and GCP8000 Site Controllers				
EQUIPMENT LOADING DESCRIPTION (FINAL CONFIGURATION)					
	Sector 1	Sector 2	Sector 3	DISH(ES)	OTHER
Antenna Type (1):	Omni	N/A	N/A	N/A	N/A
# of Antennas (1)/ Sector:	One (1)	None	None	None	None
Tx, Rx or Both:	Transmit	N/A	N/A	N/A	N/A
Antenna Manufacturer (1):	RFI	N/A	N/A	N/A	N/A
Antenna Model (1):	COL811806	N/A	N/A	N/A	N/A
Antenna Dimensions (1):	142" X 1.5"	N/A	N/A	N/A	N/A
Antenna Weight (1):	7 lbs	N/A	N/A	N/A	N/A
Antenna RAD Ctr (1):	375 ft	N/A	N/A	N/A	N/A
Antenna Type (2):	Omni	N/A	N/A	N/A	N/A
# of Antennas (2)/ Sector:	One (1)	None	None	None	None
Tx, Rx or Both:	Receive	N/A	N/A	N/A	N/A
Antenna Manufacturer (2):	RFI	N/A	N/A	N/A	N/A
Antenna Model (2):	COL811806	N/A	N/A	N/A	N/A
Antenna Dimensions (2):	142" X 1.5"	N/A	N/A	N/A	N/A
Antenna Weight (2):	7 lbs	N/A	N/A	N/A	N/A
Antenna RAD Ctr (2):	350 ft	N/A	N/A	N/A	N/A
# of RRU/RRHs/ Sector (1):	None	None	None		
# of TMAs/ Sector (1):	One (1)	None	None		
TMA Manufacturer (1):	Bird TX-RX	N/A	N/A		
TMA Model (1):	DS428E8310 1 T	N/A	N/A		
TMA Dimensions (1):	8.84" X 5.77" X 6.04"	N/A	N/A		
TMA Weight (1):	8 lbs	N/A	N/A		
TMA RAD Ctr (1):	350 ft	N/A	N/A		
# of Diplexers/ Sector:	None	None	None		
# of Surge Suppressors/Secr:	Three (3)	None	None		
Surge Suppressor Make:	Polyphaser	N/A	N/A		
Surge Suppressor Model:	TSXDFMBF	N/A	N/A		
Surge Suppressor Dimensions:	3.5" x 3.75" x 3.25"	N/A	N/A		
Surge Suppressor Weight:	N/A	N/A	N/A		
Surge Suppressors RAD Ctr:	In Cabinet	N/A	N/A		
Transmit Frequencies:	769.000 to 774.000 MHz			N/A	N/A
Receive Frequencies:	779.000 to 806.000 MHz			N/A	N/A
# of Lines:	One (1)	None	None	None	None
Line Size:	1-1/4"	N/A	N/A	N/A	N/A
# of Lines:	One (1)	One (1)	None	None	None
Line Size:	7/8"	1/2"	N/A	N/A	N/A
Mount Type:	Stand Off	N/A	N/A	N/A	N/A
Mount Size:	Six Feet (6')	N/A	N/A	N/A	N/A

**NOTE: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF THE EQUIPMENT LISTED ABOVE IN THIS EXHIBIT A, (ii) CHANGE IN FREQUENCY FROM THAT LISTED ABOVE IN THIS EXHIBIT A, OR (iii) INCREASE IN THE SIZE OR FOOTPRINT OF THE LICENSED PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LICENSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT.**

**NOTE: AUDIBLE ALARMS RELATED TO GENERATOR AND HVAC EQUIPMENT SHALL BE PERMANENTLY DISABLED AT UNMANNED SITES.**

**EXHIBIT B****The Site**

Site Name: GA706 Metter

The Site consists of the telecommunications tower and equipment shelter located in Candler County, Georgia at:

Matthew Street  
Metter, GA

**The geodetic coordinates of the Site are:**

North Latitude: 32.407

West Longitude: -82.062

EXHIBIT C**Licensed Premises<sup>1</sup>**

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<sup>1</sup> The parties agree that this Exhibit "C" will be replaced with a new Exhibit "C" which shall more particularly describe the location and dimensions of the Equipment and Licensed Premises, when the "AS-BUILT" drawings have been completed.

**EXHIBIT D****Installation and Maintenance Standards**

**Purpose:** The purpose of these Standards is to insure that the installation of all LICENSEE's Equipment at LICENSOR's tower sites meets or exceeds established Electronics Industry Association (EIA) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR tower site licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide LICENSEE with thirty (30) days prior written notice of any such changes or modifications.

**General Considerations:**

- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the Agreement.
- All 929/931 MHz PCP/RCC paging licensees are REQUIRED to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a LICENSEE will not be duplicated.
- LICENSEE will refrain from making any adjustments to any on site LICENSOR equipment (heating, ventilation, air conditioning, generator, etc.)

**Installation Standards:**

- All LICENSEE installations require the use of certified electronics technicians, steeplejacks, electricians or licensed contractors that have received LICENSOR approval prior to commencing any installation work. All installation work shall be in accordance with a previously approved installation plan. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer's installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other licensee RF equipment, other associated licensee equipment, or any LICENSOR equipment located in the equipment shelter, generator shelter, tower structure or anywhere else on the site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. LICENSOR will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, LICENSOR shall be contacted prior to any further work.

**Transmission Line(s):**

- All transmission lines shall be Heliac® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses/
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. LICENSEE is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the LICENSEE's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.
- Interior routing of transmission line(s) shall be via LICENSOR provided "unistrut" waveguide supports and using LICENSEE provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above LICENSEE's equipment and should

terminate in the required lightning arrester. Cabling from the lightning arrester to LICENSEE's equipment shall be by "Superflex"® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to LICENSEE's Equipment.

#### Power Cable Installations:

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the LICENSEE. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above LICENSEE's Equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of LICENSOR.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

#### Grounding Requirements:

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead "halo" ground buss. Termination to equipment to be via lug bolt. Termination to "halo" ground buss to be by split bolt or by "micropress" pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

#### Equipment Identification:

- All installed RF equipment will be equipped with an ID pouch/holder. This ID container shall display, as a minimum, the LICENSEE's Name, FCC or IRAC Call Sign, frequency, address, Point-of-Contact name and telephone number, as well as a copy of the FCC Station License.

#### Equipment Maintenance:

- LICENSEE shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the Site is securely locked and the premises is clean before departing the Site. At sites that are centrally monitored, LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to LICENSOR at (866) 886-8807.

#### Removal of Installed Equipment:

- Any or all removal of LICENSEE's Equipment shall be performed by certified electronics technicians, steeplejacks, licensed electricians or licensed contractors previously approved by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all LICENSEE's Equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by LICENSEE upon final departure from the Site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

#### Additional Fees:

- Any work not performed or performed incorrectly by LICENSEE may be corrected in a timely manner by LICENSEE at its sole cost and expense after notification by LICENSOR.
- If LICENSEE fails to correct an installation discrepancy in a timely manner, after proper notification by LICENSOR reserves the right to correct the discrepancy by other means and bill the LICENSEE for all costs associated with that action.



EXHIBIT E**Master Lessor Special Stipulations**

1. **Additional Licensee Indemnification.** LICENSEE agrees, to the extent permitted by law, to defend, indemnify and hold harmless LICENSOR and Comcast from any claim, expense, loss or damage of any kind, including reasonable attorney's fees, arising from LICENSEE's installation, operation or maintenance of LICENSEE's Equipment or the breach of any provision of this Agreement, excepting, however, such claims or damages as may be due solely to the gross negligence or willful misconduct of LICENSOR, its agents, or employees. LICENSEE, to the extent permitted by law, indemnifies and saves LICENSOR and Comcast harmless from and against all loss, cost, damage, liability, and expense, including reasonable attorneys' fees, arising from injury or death of any person or damage to property in and about the Site. LICENSEE shall, to the extent permitted by law, pay on demand, and shall indemnify and save LICENSOR and Comcast harmless from, all amounts paid by LICENSOR or Comcast for all loss, cost, damage, liability, and expense, including reasonable attorneys' fees and court costs, incurred in the successful enforcement by LICENSOR or Comcast of any obligation of LICENSEE hereunder. All of LICENSEE's Equipment and personal property of every kind in or upon the Site shall be installed, maintained, operated and removed at LICENSEE's sole risk. The provisions of this Paragraph shall survive termination or expiration of this Agreement.
2. **Insurance.** (a) LICENSEE (and every contractor or agent retained by LICENSEE) shall procure prior to the Commencement Date, and shall keep in effect throughout the Term hereof:
- (i) **Workers' Compensation and Employer's Liability Insurance:** At statutory limits as provided by the state in which the Site is located, and Employer's Liability Insurance at a limit of not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000), each employee and One Million Dollars (\$1,000,000) policy limit;
  - (ii) **Commercial General Liability Insurance Covering Operations and Premises Liability; Completed Operations; Product Liability; Contractual Liability; Personal Injury; and Property Damage** caused by explosion, collapse and underground damage; and a Broad-Form Property Damage Endorsement. The limits of such liability insurance shall be no less than Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
  - (iii) **Commercial Automobile Liability Insurance:** Covering all owned, hired or non-owned vehicles including the loading or unloading thereof, with limits no less than One Million Dollars (\$1,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage for each occurrence;
  - (iv) **Umbrella Excess Liability:** Coverage on a follow-form basis in an amount no less than Five Million Dollars (\$5,000,000) for each occurrence;
  - (v) **"All-Risks" Property Insurance:** Property Insurance covering all risks of physical damage (subject to standard exclusions) and including, but not limited to, sprinkler leakage and water damage to contractors' materials, equipment, supplies, personal property, removable trade fixtures and the communications equipment. Coverage is to be on a replacement cost basis and is to include the interests of LICENSOR, as its respective interests may appear.
- (b) All such insurance shall be carried with companies with a minimum A.M. Best Rating of A-,VII, licensed to do business in the jurisdiction where the Site is located, and such policies shall name LICENSOR, Comcast and their respective parents, affiliates and subsidiaries as additional insured parties. All such insurance shall be primary and non-contributory to any insurance policies maintained by LICENSOR and shall provide a waiver of subrogation in favor of LICENSOR where permitted by law.
- (c) LICENSEE agrees that LICENSOR may, one time during any given five (5) year period, require that additional insurance be obtained and maintained in amounts reasonably related to use of the Site.
- (d) Each insurance policy required hereunder, shall be endorsed to provide that it will not be canceled or amended, except after prior written notice in accordance with policy provisions, to LICENSOR, mailed to the address indicated herein, and the policy and policy endorsements shall contain the following endorsement: "It is hereby understood and agreed that cancellation of this policy, or the intention not to renew the policy shall not be effective unless notice thereof has been provided to LICENSOR by registered mail without prior written notice in accordance with policy provisions to such change, cancellation or non-renewal."
- (e) In the event of any cancellation, LICENSOR reserves the right to provide replacement insurance coverage and to charge any premium expense therefor to LICENSEE and to deduct such cost from any amounts due or to become due to LICENSEE hereunder.
- (f) Licensee shall have the right to self-insure the coverage required above. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply:

(i) Additional Insured status shall be no less broad than those limits as outlined in Paragraph 2(a)(i) - (iv) above, and shall not exclude coverage for defense, nor any other coverage customarily provided under an ISO Commercial General Liability policy form 00 01, or comparable policy form. Such additional insured coverage shall: (x) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors, (y) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and (z) not exceed Licensee's indemnification obligation under this Agreement, if any.

(ii) In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply:

(1) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Paragraph and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(2) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee, which shall not be unreasonably withheld, conditioned, or delayed; and

(3) Licensor shall reasonably cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

(c) The liability of Licensee shall not be limited by said insurance policies or the recovery of any amounts thereunder.

**3. Assignment.** (a) This Agreement may not be assigned, sold, transferred, conveyed, or sublicensed or in any other manner transferred by the LICENSEE, without the prior written consent of LICENSOR, which may be withheld at LICENSOR's sole discretion.

(b) Notwithstanding the foregoing, LICENSEE shall have the right, without LICENSOR's consent, but upon advance written notification to LICENSOR, to assign this Agreement to any parent or subsidiary corporation or to any corporation or partnership which is controlled by, under the control of, or under common control with LICENSEE, or to any entity which acquires (by purchase, merger or consolidation, or otherwise) all or substantially all of the assets of LICENSEE in the market defined by the FCC in which the Site is located, provided that such assignee shall have a net worth of equal or greater value than that of LICENSEE and shall agree in writing to be bound by all terms and conditions of this Agreement.

#### **4. Environmental Provisions and Hazardous Materials.**

(a) Environmental Definitions.

i. "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances, regulations, codes and rules, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any legally applicable judicial or administrative interpretation thereof, and any legally applicable order or decree, relating to the regulation and protection of human, public or employee health, safety, the environment, industrial hygiene and natural resources, and, without limiting the foregoing, all such laws governing or imposing requirements, including transportation requirements, liability or standards of conduct with respect to Hazardous Materials, chemicals, petroleum or petroleum products, PCBs, leaded paint, batteries, asbestos, recyclable materials, electronic wastes and materials, and universal wastes and other wastes. Environmental Laws include but are not limited to, the following statutes and all legally applicable regulations, guidelines or policies issued or promulgated thereunder: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.) ("CERCLA"); the Emergency Planning and Community Right-To-Know Act, as amended (42 U.S.C. §11001 et seq.) ("EPCRA"); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §136, et seq.) ("FIFRA"); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.) ("RCRA"); the Toxic Substances Control Act, as amended (15 U.S.C. §2601, et seq.) ("TSCA"); the Clean Air Act, as amended (42 U.S.C. §740, et seq.) ("CAA"); the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.) ("FWPCA"); the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et seq.) ("HMTA"); the Occupational Safety and Health Act, as amended (29 U.S.C. §651, et seq.) ("OSHA"); and the Safe Drinking Water Act, as amended (42 U.S.C. §300f, et seq.) ("SDWA"); and all analogous applicable state and local counterparts or equivalents.

ii. "Hazardous Materials" shall mean any hazardous substances, chemicals, petroleum, wastes and by products, and any other materials, as defined and/or regulated under Environmental Laws, including but not limited to products containing any hazardous materials (by way of example and not limitation, such products shall include Uninterruptible Power Supply batteries and fuel used to power back-up generators).

(b) Covenants. LICENSOR and LICENSEE covenants and agrees to comply, at its sole cost and expense, with all applicable Environmental Laws with respect to its activities on the Site. LICENSEE shall not store, handle, transport or otherwise bring on, in,



around, or under the Site, or any part thereof, any Hazardous Materials, with the exception of those Hazardous Materials commonly found in, or used with respect to the operations of, telecommunications equipment, and with respect thereto, LICENSEE shall properly manage and store such Hazardous Materials in accordance with Environmental Laws and to assure that such Hazardous Materials are not released onto or from the Site. LICENSEE shall not install and/or utilize any underground storage tank on the Site.

i. By way of example and not limitation, LICENSEE's obligations to comply with Environmental Laws shall include the responsibility to make all reports and filings required by EPCRA with respect to LICENSEE's storage and/or use of Hazardous Materials on the Site (e.g., §302 and §303 planning requirements; §304 release reports; §311 submissions of Material Safety Data Sheets ("MSDS") or lists of hazardous chemicals to the Local Emergency Planning Committee ("LEPC"), State Emergency Response Commission ("SERC") and local fire department; §312 submission of inventory form (Tier I or II as applicable); and §313 submission of Toxic Chemical Release Forms). LICENSEE shall, upon request of LICENSOR, provide LICENSOR copies of all such reports and filings.

ii. In the event that LICENSEE's activities authorized under this Agreement on the Site require it to obtain any permits or approvals under Environmental Laws, LICENSEE shall have the sole responsibility of obtaining any such permits or approvals. LICENSEE shall notify LICENSOR, in writing, of its intent to apply for such permits and approvals and shall supply to LICENSOR, at its request, copies of all such applications, licenses, approvals, and ongoing submissions made by LICENSEE thereunder.

iii. In the event that any of LICENSEE's proposed activities might have an impact on the regulatory responsibilities of LICENSOR under Environmental Laws (by way of example and not limitation, in the event that the use/storage of a chemical by LICENSEE or the use of an emergency generator by LICENSEE could trigger new or expanded reporting by or permitting of LICENSOR relating to the Site), LICENSEE shall notify LICENSOR and consult with LICENSOR with respect to such potential reporting or permitting.

(c) Notice. Prior to entering onto the Site, LICENSEE shall provide to LICENSOR a list, with approximate quantities, of all Hazardous Materials that will be brought onto/used on the Site. LICENSEE shall provide an update of this listing to LICENSOR each year on the anniversary date of this Agreement. Notwithstanding the previous sentence, LICENSEE shall provide an update of this list to LICENSOR prior to LICENSEE materially increasing the quantity of, or materially changing the types of, Hazardous Materials it intends to bring onto/use on the Site.

(d) Cleanup Obligations. In the event of the release of any Hazardous Materials on or from the Site resulting from LICENSEE's activities on the Site, or those of its employees, agents or invitees, LICENSEE shall immediately notify LICENSOR and any regulatory agencies to which notice is required under Environmental Laws. LICENSEE shall also immediately take all necessary actions to contain and remediate the release to LICENSOR's satisfaction.

(e) Indemnification.

i. To the extent permitted by law, LICENSEE shall indemnify, defend and hold harmless Comcast, LICENSOR, its parent, subsidiaries, affiliates, and operating divisions and their agents and employees, from and against any liabilities, claims, damages, losses, judgments, orders, enforcement actions, fines, penalties, investigations or remedial measures, costs and expenses (including reasonable attorneys' and experts fees and costs), resulting directly or indirectly from or in connection with LICENSEE's or its employee's or agent's failure to fulfill its covenants or obligations under this Environmental Provisions and Hazardous Materials paragraph of this Agreement. The indemnity obligations contained herein shall survive the expiration or termination of the Agreement.

ii. LICENSOR shall indemnify, defend and hold harmless LICENSEE, its agents and employees, from and against all claims, liabilities, damages, costs, suits, judgments, losses, orders, enforcement actions, fines, penalties, investigation, remedial measures/costs/expenses and other liability whatsoever (including reasonable attorneys' and experts fees and costs), to the extent resulting from LICENSOR's or its employees' or agents' failure to comply with Environmental Laws with respect to the Site or to the extent that LICENSOR or its employees or agents cause a release of Hazardous Materials on or from the Site. The indemnity obligations contained herein shall survive the expiration or termination of this Agreement.

**5. Termination and/or Relocation Rights.** (a) If determined necessary by LICENSOR to relocate the Tower, LICENSOR will have the right to relocate LICENSEE's Equipment, or any part thereof, to an alternate Tower location ("Relocation Site") on the Site; provided, however, that such relocation will (i) not unreasonably result in any interruption of the communications service provided by LICENSEE at the Site, and (ii) not impair, or in any manner alter, the quality of communications service provided by LICENSEE on and from the Site. LICENSOR will exercise its relocation right by delivering written notice to LICENSEE. In the notice, LICENSOR will propose an alternate site on LICENSOR's Site to which LICENSEE may relocate its Equipment (the "Relocation Site"). LICENSEE will have sixty (60) days from the date it receives the notice to evaluate LICENSOR's proposed Relocation Site, during which period LICENSEE will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site.

Failure to respond in writing within the sixty (60) day period will be deemed an approval. If LICENSEE disapproves such Relocation Site, then LICENSOR may thereafter propose another Relocation Site by notice to LICENSEE in the manner set forth above. LICENSEE's disapproval of a Relocation Site must be commercially reasonable. LICENSEE will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at LICENSEE's sole expense to the Relocation Site. LICENSOR and LICENSEE hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of LICENSEE, and such survey will then supplement Exhibit C and become a part hereof.

(b) In the event any previously approved zoning or other required permit affecting the use of the Site as a telecommunications facility for either LICENSOR or LICENSEE is withdrawn or terminated despite the diligent efforts of the respective party, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

**6. Subordination to Master Lease.** (a) This Agreement and all of LICENSEE's rights hereunder are and shall be expressly subject and subordinate to all of the terms, covenants and conditions contained in the Master Lease and to any renewals, modifications, and extensions thereof, and to all matters to which the Master Lease is subordinate. LICENSEE covenants and agrees to observe and perform all of the terms, covenants and conditions to be performed by the LICENSOR under the Master Lease (except for the payment of rent) with respect to its Equipment and LICENSEE's use of the Site and further covenants and agrees not to do or suffer or permit anything to be done or suffered which would result in a default under the Master Lease or cause the Master Lease to be terminated. All of the terms, covenants and conditions of the Master Lease are hereby incorporated herein with the same force and effect as if set forth in full and the parties agree that all such terms, covenants and conditions shall apply to its Equipment and LICENSEE's use of the Site and whenever the Master Lease imposes duties or obligations on the LICENSOR thereunder, the same duties and obligations shall be deemed to refer to LICENSEE with respect to its Equipment and LICENSEE's use of the Site, and LICENSEE hereby expressly assumes such duties and obligations. Notwithstanding the foregoing, LICENSEE shall not be entitled to exercise any rights or options of the LICENSOR under the Master Lease (including without limitation any renewal, option to extend term, right of early cancellation, option to purchase, right of first refusal or other rights or options), LICENSOR hereby expressly reserving all such rights and options and LICENSEE hereby expressly acknowledging and agreeing LICENSEE's rights and options are limited to those expressly set forth in this Agreement. This Agreement shall terminate immediately upon the expiration or termination of the Master Lease for any reason whatsoever.

(b) In the event of a default by LICENSOR under the Master Lease that results in the termination of the Master Lease, LICENSEE hereunder shall, at the option of Comcast, attorn to and recognize Comcast as the licensor hereunder and shall, promptly upon Comcast's request, execute and deliver all instruments necessary or appropriate to confirm such attornment and recognition (which instruments shall provide that Comcast shall recognize the right of the LICENSEE hereunder to remain in occupancy of and have access to the Equipment as long as the LICENSEE hereunder is not in default of the Agreement beyond applicable notice and cure periods, subject to all terms and conditions of this Agreement and the Master Lease, but any failure to execute such instruments shall not affect such attornment and recognition and non-disturbance). Notwithstanding such attornment and recognition and non-disturbance, Comcast shall not be: (i) liable for any previous act or omission of LICENSOR hereunder or any prior licensor or landlord; (ii) subject to any offset or defense that shall have accrued to the LICENSEE hereunder against LICENSOR or any prior licensor or landlord; or (iii) bound by any obligation to make any payment to LICENSEE. LICENSEE hereby waives all rights under any present or future law to elect, by reason of the termination of the Master Lease, to terminate this Agreement or surrender possession of the premises licensed hereby.

(c) The provisions of this Subordination to Master Lease paragraph shall survive termination or expiration of this Agreement.

**7. Limitation of Liability.** Notwithstanding anything contained in this Agreement to the contrary, LICENSEE acknowledges and agrees that LICENSEE shall look solely to the estate and interest of LICENSOR, and its successors and assigns (not that of Master Lessor's), in the Site, the collection of any judgment recovered against, or liability of, LICENSOR by reason of LICENSOR's breach of this Agreement or otherwise. No other property or assets of LICENSOR (or that of Master Lessor) shall be subject to levy, execution, or other enforcement procedures for the satisfaction of LICENSEE's remedies under or with respect to either this Agreement, the relationship of LICENSOR and LICENSEE hereunder, or LICENSEE's use of space licensed to LICENSEE hereunder.

**EXHIBIT F**

**Master Lease**

**(see attached redacted Master Lease)**