

acquisition of any interest in this Agreement, or an option for any of the foregoing, from any person or entity that is in the business of owning, managing, or operating communications facilities, or that is in the business of acquiring landlord interests in agreements relating to communications facilities, then LESSOR shall provide written notice to LESSEE of the offer ("**LESSOR's Notice**"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of, and interest in, the Premises and/or Easement Area and/or this Agreement that will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have a right of first refusal to meet any third-party offer of sale or transfer on the terms and conditions of the offer, or by effectuating a transaction with substantially-equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet the third-party offer within thirty (30) days after receipt of LESSOR's Notice, then LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of the third-party offer, in which event this Agreement shall continue in full force and effect, and the right of first refusal described in this Paragraph shall survive the conveyance to the third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third-party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises and/or Easement Area, LESSEE may elect to proceed with a transaction covering only the Premises and/or Easement Area, and the purchase price shall be pro-rated on a square-footage basis. Further, if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially-equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third-party offer rather than acquiring fee simple title, or an easement interest, in the Premises and/or Easement Area.

17. **RIGHTS UPON SALE.** At any time during the Term, if LESSOR decides to sell or otherwise transfer all or any part of the Property, or to grant to a third party by easement or other legal instrument an interest in any portion of the Premises and/or Easement Area, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights under this Agreement. If LESSOR completes any sale, transfer, or grant described in this Paragraph, without executing an assignment of the Agreement, whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. **LESSOR'S TITLE.** Upon paying the rent and performing the covenants in this Agreement, LESSEE shall peaceably and quietly have, hold, and enjoy the Premises and Easement Area, subject to the rights and interests of the Board of Commissioners of Lowndes County, Georgia (hereinafter "Lowndes County") in the Property under that Trust Deed by and between the Lowndes County and LESSOR, dated June 24, 2008, and recorded on July 1, 2009, in Deed Book 4379, Page 91, of the real estate records of Lowndes County, Georgia (the "Trust Deed"). LESSOR represents and warrants to LESSEE as of the Effective Date that LESSOR has full authority to enter into and execute this Agreement, and that there are no liens, judgments, covenants, easements, restrictions, or other impediments of title that will adversely affect LESSEE's Use, other than the rights and interests of Lowndes County under the Trust Deed.

19. **ASSIGNMENT.** Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE