

use, enjoyment, and operation thereof. The Company shall have the right, in its sole discretion and at its sole cost and expense, to contest by appropriate legal proceedings, the validity or applicability to the Property, the Easement Area, the Electrical Facilities, and all of the easements granted by Owners to the Company described herein, of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by the Company at the Company's sole cost and expense.

4. **Construction Liens.** The Company shall keep the Property, the Easement Area, the Electrical Facilities, and all of the easements granted by the Owners to the Company described herein free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property and/or the Easement Area and/or all of the easements granted by Owners to the Company described herein, in connection with the Company's use of the Property, the Easement Area, the Electrical Facilities, and all of the easements described herein; provided, however, that if the Company wishes to contest any such lien, the Company shall, within sixty (60) days after it receives notice of the filing of such lien, elect to either remove or bond over such lien from the Property, and/or the Easement Area, and/or the Electrical Facilities, and/or all of the easements described herein in accordance with applicable law or provide Owners with title insurance insuring Owners' interest in the Property and the Easement Area, and all of the easements granted by Owners to the Company described herein against such lien claim, all at the Company's sole cost and expense.

5. **Liens and Tenants.** Except as may be disclosed in the real property records of Lowndes County or in Exhibit "A-1", or as otherwise disclosed by Owners in writing to the Company on or prior to the date hereof, Owners represent that there are no encumbrances, mortgages, deeds of trust, deeds to secure debt, or similar liens or security interests encumbering all or any portion of the Property that could interfere with the Company's operations on the Property or the Easement Area, including mechanic's liens. If any of the foregoing arise that are not caused by the Company, including mechanic's liens that may, in the Company's reasonable determination, interfere with the Company's rights under this Agreement, then Owners shall fully cooperate and assist the Company in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement where the Company deems it necessary, with terms and conditions reasonably and in good faith requested by the Company, to protect its rights hereunder from each party that holds such rights (recorded or unrecorded). In the case of monetary liens such as mechanic's liens, Owners agree to bond over any such liens in an amount that may be reasonably and in good faith requested by the Company.

6. **Assignment.** The Company may assign this Agreement, in whole or in part, without Owners' prior consent to others in the business of transmitting or distributing electricity including, without limitation, electric membership cooperatives, affiliated entities or a successor provider of electrical service to the Property (a "Permitted Assignee"). If Company assigns its entire interest in this Agreement to a Permitted Assignee that expressly assumes in writing all obligations of the Company under this Agreement from and after the effective date of such assignment, the Company will be released or discharged from all of its covenants and obligations under this Agreement, except such obligations accruing prior to the effective date of such assignment. Except as otherwise expressly provided in this Agreement, the Company shall not, without the prior written consent of Owners, assign this Agreement, or any interest hereunder (whether outright or as collateral) to a third party, or lease the Easement Area, or any part thereof, or permit the use of the Easement Area, or any part thereof, by a third party. Owners covenant and agree that Owners will not unreasonably withhold or delay its consent to any such proposed assignment or such proposed permitted use of the Easement Area. The Company shall have the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company, or person, to the Electrical Facilities for electric, communications or other purposes, upon or under the Easement Area with the express understanding that each such other company or person must obtain separate easement rights from the Owners.

7. **Acceptance of and Return of Property.** Except as otherwise expressly provided herein, the Company accepts the Property and the Easement Area in accordance with its present condition and as suited for the use intended by the Company. Except as such obligations shall be otherwise expressly limited or expanded by the other provisions hereof, the Company shall, throughout the term of this Agreement, at the Company's sole cost and expense, maintain and keep the Property (other than the Easement Area) which the Company has the right to use under this Agreement, if any, and the Easement Area in good order, repair, and condition, normal wear and tear excepted. Except as such obligations shall be otherwise expressly limited or expanded by the other provisions