

Mailed 6-15-90

Hardy Telephone Co., Inc.

Attn: Dwight E. Welch

General Manager

Star Rt. 3, Box 8

Lost River, WV 26811

TO

HARDY TELEPHONE COMPANY, INC.

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT, Made and entered into as of the 1st day of May, 1990, by and between Ronald G. Bean and Jo Eva Bean, his wife, hereinafter referred to as "Owner" and HARDY TELEPHONE COMPANY, INC., a West Virginia Telephone Cooperative, hereinafter referred to as "Lessee".

ARTICLE I. LEASED PREMISES

1.01 Owner for and in consideration of the rent, covenants and premises herein contained to be kept, performed and observed by Lessee does hereby Lease and demise to Lessee, and Lessee does hereby rent and accept from owner that real property, hereinafter referred to as the Leased Premises, as described to-wit:

All that certain tract or parcel of real estate containing 10,000 sq. ft., more or less, lying and being situate in Moorefield District, Hardy County, West Virginia, and being more particularly bounded and described in accordance with a metes and bounds description prepared by Charles W.W. Stultz, P. E. No. 7168, which said metes and bounds description is attached hereto and made a part hereof and specific reference is hereby made to the said aforementioned metes and bounds description for a more definite description of the tract or parcel of real estate being leased herein. There is also attached hereto a plat of survey of said tract or parcel of real estate containing 10,000 sq. ft., more or less, prepared by said professional engineer and same is also attached hereto and made a part hereof and incorporated into this document as though it was a part hereof.

located in Hardy County, West Virginia, together with appurtenant rights-of-way and easements.

TO HAVE AND TO HOLD, the said Leased Premises, together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to said Leased Premises.

ARTICLE II. LEASE TERM

2.01 Fixed Commencement and Termination Date. This lease shall bbe for a term of Thirty-Five (35) years hereinafter referred to as the "Lease Term", commencing on the date first above written and ending Thirty-Five (35) years thereafter, subject however, to earlier termination as hereinafter provided.

2.02 Right to Extend. The Right to Extend shall be subject to negotiations between the Lessee and the then owner of the real estate.

2.03 Termination. Without litigation, if Lessee

- (1) must abandon the site because of signal problem or inappropriate soil, drainage or elevation conditions;
- (2) is unable to obtain or renew required licenses and permits; or
- (3) is unable to secure all necessary zoning and land use permits to authorize its intended use of the Leased Premises; or
- (4) is unable to secure all necessary utility, access and construction easements for construction and utilization of the site;
- (5) should determine that it is no longer economically feasible or desirable to continue the facilities upon said real estate.

then Lessee shall have the option to terminate this Lease by giving sixty (60) days written notice to Owner with forfeiture of any unpaid rent.

ARTICLE III. USE OF PREMISES

The primary purpose of which the Leased Premises have been Leased is to locate, house, place, use, maintain, replace and repair telephone switching and/or transmission facilities together with the right to provide use, locate, maintain, house, replace and repair any and all other facilities relating to the providing of telephone, telecommunications and information services on the part of Lessee. Lessee will also place a propane generator and propane tank on Leased Premises.

ARTICLE IV. RENT

4.01 Base Rent - Annual Installments. Lessee agrees to pay Owner as base rent for the use and occupancy of the described Leased Premises under this Lease One Hundred Dollars (\$100.00) per year, for the right-of-way, roadway or easement leased herein, said sum of money to be paid in advance on the 1st day of May, of each year, during the term of this lease.

ARTICLE V. TAXES

5.01 Owner and Lessee, at Lessee's option and expense, agree to make an application for separate assessment of the Leased Premises for purposes of taxes, charges and assessments within a reasonable time after execution of this Lease. Once separated, Lessee shall pay and discharge all taxes, charges and assessments, general or special, assessed against the Leased Premises for the term of Lessee's occupancy (regardless of when payable). Payment of all other taxes, charges and assessments, general or special, shall be the obligation of the Owner. Lessee shall have the right in good faith at its sole cost and expense (in its own name

or in the name of Owner, or both, as Lessee may determine appropriate) to contest any such taxes, only if and when finally determined to be due. Lessee may also pay any assessment in installments if so permitted by the assessing authority. If this option is not used Lessee shall pay any increase in property taxes in excess of tax assessed upon the lease, which is a result of the Lessee's improvements on the Leased Premises.

ARTICLE VI. CONSTRUCTION

6.01 General Conditions. Lessee shall have the right at any time and from time to time during the term of this lease, to maintain, reconstruct, rebuild and replace the improvements subject to the following general conditions:

- (1) Lessee shall indemnify and save harmless Owner from all damages incurred as a result of Lessee's contractors in the performance of the above.
- (2) The costs of any such construction, reconstruction, rebuilding, or any change or alteration, or improvement, shall be borne and paid by the Lessee.
- (3) The Leased Premises shall at all times be kept free from mechanic's and materialmen's liens, or same shall be bonded off or removed by Court Order within sixty (60) days after attachment. Lessee shall indemnify and save harmless Owner from all such liens.

6.02 Zoning. In the event that Lessee finds it necessary to obtain use, zoning, plan approval and/or permits of the Leased Premises, or any part thereof, Owner agrees to execute such documents, petitions, applications and authorizations as may be appropriate or required to be submitted on behalf of the Leased Premises, or any part thereof, for the purpose of obtaining such use, zoning, plan approvals and/or permits, the expense of execution of such documents to be borne by Lessee.

6.03 Ownership and/or Use of Improvements. It is expressly understood and agreed that Owner shall own the real estate, the subject of this Lease, but that Lessee shall own the improvements situate thereon together with any and all fixtures, facilities or equipment contained therein or in any manner situate upon the Leased Premises. Same shall continue to be the property of Lessee and Lessee shall be entitled to remove same upon the expiration or termination of this Lease Agreement provided that same are removed within sixty (60) days subsequent to any expiration or termination and said removal shall be solely at Lessee's expense and Lessee shall return the real estate to its original condition as near as is possible and feasible.

SEE, WALTERS
& KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA

ARTICLE VII. FINANCING IMPROVEMENTS

7.01 Right to Finance. Lessee may utilize its improvements as collateral for financing from REA. Any security instrument which is filed shall not constitute a lien against Owner. The indebtedness secured thereby shall at all times be and remain inferior and subordinate to all

the conditions, covenants and obligations of this Lease and to all of the rights of the Owner.

ARTICLE VIII. MAINTENANCE

8.01 Lessee's Duty. Lessee, at Lessee's own costs and expense, at all times during the term of this Lease agrees to keep and maintain, or cause to be kept and maintained, in a good state of repair, any improvements which may be constructed on the Leased Premises.

8.02 Damage or Destruction. In the event that the buildings or improvements in the form of the microwave communications towers and related facilities and equipment for which the right-of-way, roadway, or easement is being leased herein are damaged by fire or any other casualty, regardless of the extent of such damage or destruction, Lessee may, but shall not be obligated to reconstruct, repair, or replace the damage or destroyed buildings or improvements. In the case where Lessee does not reconstruct, repair or replace the buildings or improvements, Lessee shall have the option to terminate this Lease by giving written notice to the Owner within thirty (30) days after such occurrence.

ARTICLE IX. EMINENT DOMAIN

9.01 If, during the term of this lease or any renewal or extensions thereof, all or a substantial part of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease, at Lessee's option, shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date when the physical taking of said Leased Premises shall occur. All Leased Premises or the taking of any improvement under the power of eminent domain, shall belong to and be the property of Lessee. Lessee shall have the right to petition for any awards made for improvements, removal of same or relocation costs. Unimproved real estate shall not be or become Lessee's property in the event of condemnation.

ARTICLE X. INSURANCE AND INDEMNIFICATION

10.01 Insurance. During the period of construction or placement of any improvement on the Leased Premises, and at all times thereafter, Lessee agrees to provide and keep in force liability and property damage insurance with one or more responsible insurance companies duly authorized to transact business in West Virginia covering Owner as well as Lessee with one or more responsible insurance companies duly authorized to transact business in West Virginia. The property damage insurance to be in the amount of not less than \$100,000.00 and liability insurance to be in the amount of not less than \$500,000.00 for one person, and not less than \$1,500,000.00 for one accident.

10.02 Indemnification of Owner. Owner shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising exclusively from

Lessee's use of the Leased Premises, caused by or arising from any negligent act or omission of Lessee or any of its agents, employees, licenses, or invitees. Lessee hereby waives on its behalf all claims and demands against Owner for any such loss, damage, or injury of Lessee and agrees to indemnify and hold Owner entirely free and harmless from all liability for any such loss, damage or injury of other persons, and from all costs and expenses arising therefrom. However, Owner shall indemnify and hold Lessee harmless and shall be liable for all loss, damage, or injury caused by or resulting from Owner's use of the Leased Premises.

ARTICLE XI. ASSIGNMENT AND SUBLEASE

11.01 No assignment or sub-letting of the Leased Premises without consent of Owner which said consent shall not be unreasonable withheld.

ARTICLE XII. DEFAULT REMEDIES AND TERMINATION.

12.01 Termination on Default. Should Lessee default in the performance of any covenant, condition or agreement in this Lease, and such default is not corrected within sixty (60) days of the default first occurring, and subsequent to, Owner notifying Lessee of same in writing, Owner may declare this Lease, and all rights and interests created by it, to be terminated. Upon Owner electing to terminate, Owner, his agents, or attorney, may resume possession of the Lease Premises and Lessee shall be relieved from the payment of any sum or sums that would have become due and payable during future years of this lease.

12.02 Other Remedies. Any termination of this lease as herein provided shall not relieve Lessee from the payment of any sum or sums that Lessee was in default on prior to termination, or any claim for damages then accruing against any one or all of his remedies which may be provided by law, whether or not stated in this Lease, provided that such remedies are consistent with Section 11.01 hereof and that Owner shall use all reasonable efforts to mitigate damages.

12.03 Rights and Remedies Cumulative. The rights and remedies provided by this Lease or pursuant to law are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies.

ARTICLE XIII. WARRANTIES

13.01 Owner's Warranty of Title. Owner hereby represents and warrants that he is the owner in fee simple absolute of the Leased Premises free and clear of all liens and encumbrances exception covenants, conditions, restrictions, easements, and other matters of record which do not and cannot interfere with Lessee's intended use of the Leased Premises.

13.02 Owner's Warranty of Quite Enjoyment. Owner agrees that Lessee on paying the rent and abiding by the terms of this lease, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease, it being understood however, that Lessee's use of the right-

ARTICLE XIV. GENERAL PROTECTIVE PROVISIONS

14.01 No Partnership. The relationship between Owner and Lessee at all times shall remain solely that of Owner and Tenant and not be deemed a partnership or joint venture.

14.02 Force Majeure. It is expressly understood and agreed that if the construction of the improvement or placement of the improvement contemplated herein or the completion of the same or the curing of any default (other than failure to pay rent) or the performance of any other covenant, agreement, obligation, or undertaking herein contained is delayed by reason of war, civil commotion, acts of God, governmental restrictions, regulations or interference, fire or other casualty or any circumstance beyond Lessee's control or beyond the control of the party obligated or permitted under these terms to do or perform the same, each such party shall be excused from doing or performing the same during such period of delay.

14.03 No Termination on Bankruptcy. Neither bankruptcy, insolvency, assignment for the benefit of creditors nor the appointment of a receiver shall affect this lease so long as all covenants of Lessee and Owner are continued in performance by Lessee and Owner and their respective successors or legal representatives.

14.04 No Waiver. No waiver by Owner or any default or breach of the covenants shall be treated as a waiver of any subsequent default or breach of the same or any other covenant.

14.05 Use Clause. Lessee agrees not to use the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States, and the State of West Virginia, or the County of Hardy.

14.06 Joint and Several Liability. If more than one Owner is named under this lease, obligation of such Owners shall be, and is joint and several.

ARTICLE XV. MISCELLANEOUS

15.01 Delivery of Rents and Notices. All rents or sums, notices, demands, or request from one party or another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments, notices, demands or requests as required, shall be sent to the addresses below unless prior notice is given to the other party.

Owner:

Ronald G. & Jo Eva Bean

245 Maple Avenue

Moorefield, WV 26836

Lessee:

Hardy Telephone Company, Inc.
Star Rt. 3, Box 8
Lost River, WV 26811
Phone: (304) 897-9911

15.02 Multiple Parties. If more than one Owner is named in this Lease, service of any notice on any one of the Owners shall be deemed service on all of the owners.

15.03 Parties Bound. This agreement shall be binding upon and be for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease.

15.04 Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of West Virginia. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in Hardy, West Virginia.

15.05 Legal Construction. In case any one or more of the provisions contained in this Lease shall for any reasons be held to be invalid, illegal or unenforceable in any respect, it shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15.06 Prior Agreements Superseded. This Lease and Memorandum thereof, if any, constitute the sole and only agreement of the parties hereto and supersede any prior understanding or written or oral agreements between the parties respecting with subject matter.

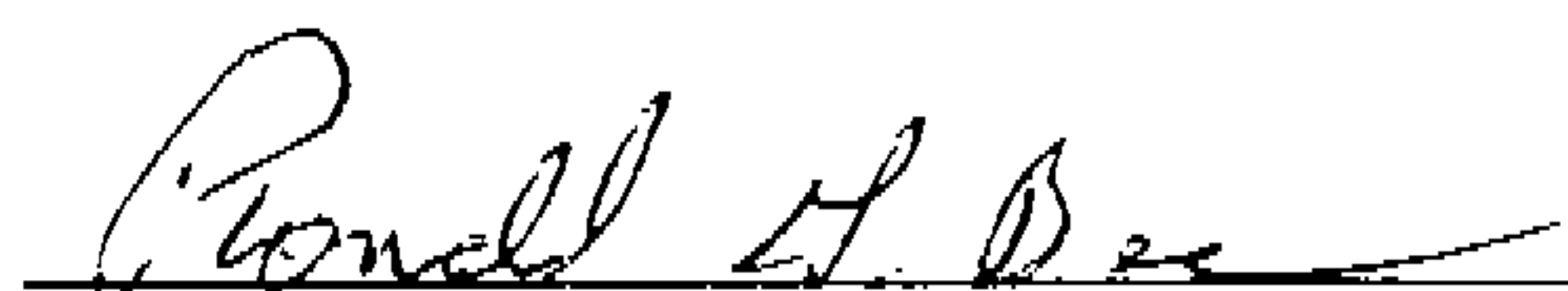
15.07 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties.

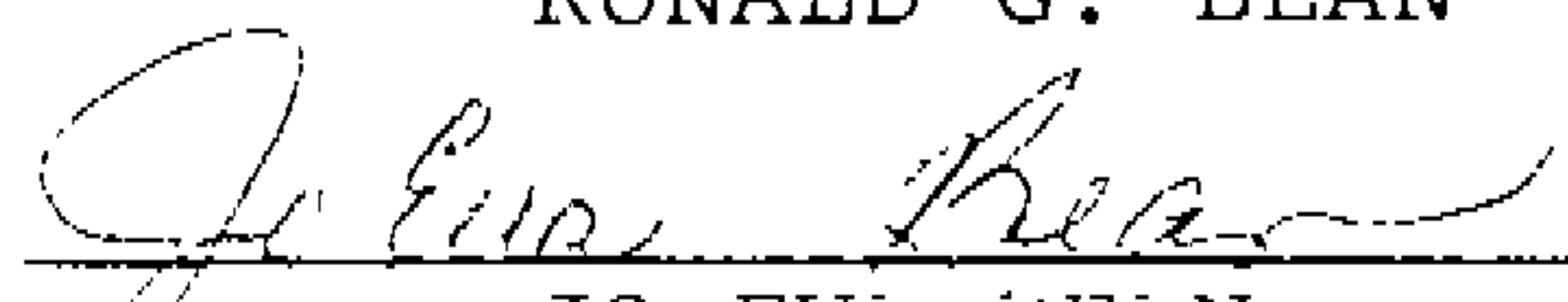
15.08 Time of Essence. Time is of the essence of this Lease.

15.09 Further Documents. Owner agrees that he will from time to time at any reasonable time execute and deliver to Lessee such other and further instruments and assurances as Lessee may reasonably request approving, ratifying, and confirming this Lease and certifying that the same is in full force and effect and that no default hereunder on the part of Lessee exists, except that if any default on the part of Lessee does exist, Owner shall specify in said certificate each such default.

WITNESS the following signatures and seals:

SEE, WALTERS
& KRAUSKOPF
ATTORNEYS AT LAW
MOOREFIELD
WEST VIRGINIA


RONALD G. BEAN (SEAL)


JO EVA BEAN (SEAL)
(Owner)

HARDY TELEPHONE COMPANY, INC.
A West Virginia Telephone Cooperative

(CORPORATE SEAL)

BY: Dwight E. Welch
Dwight E. Welch
Its: General Manager

ATTEST:

Bonita L. Shockey
Its Secretary

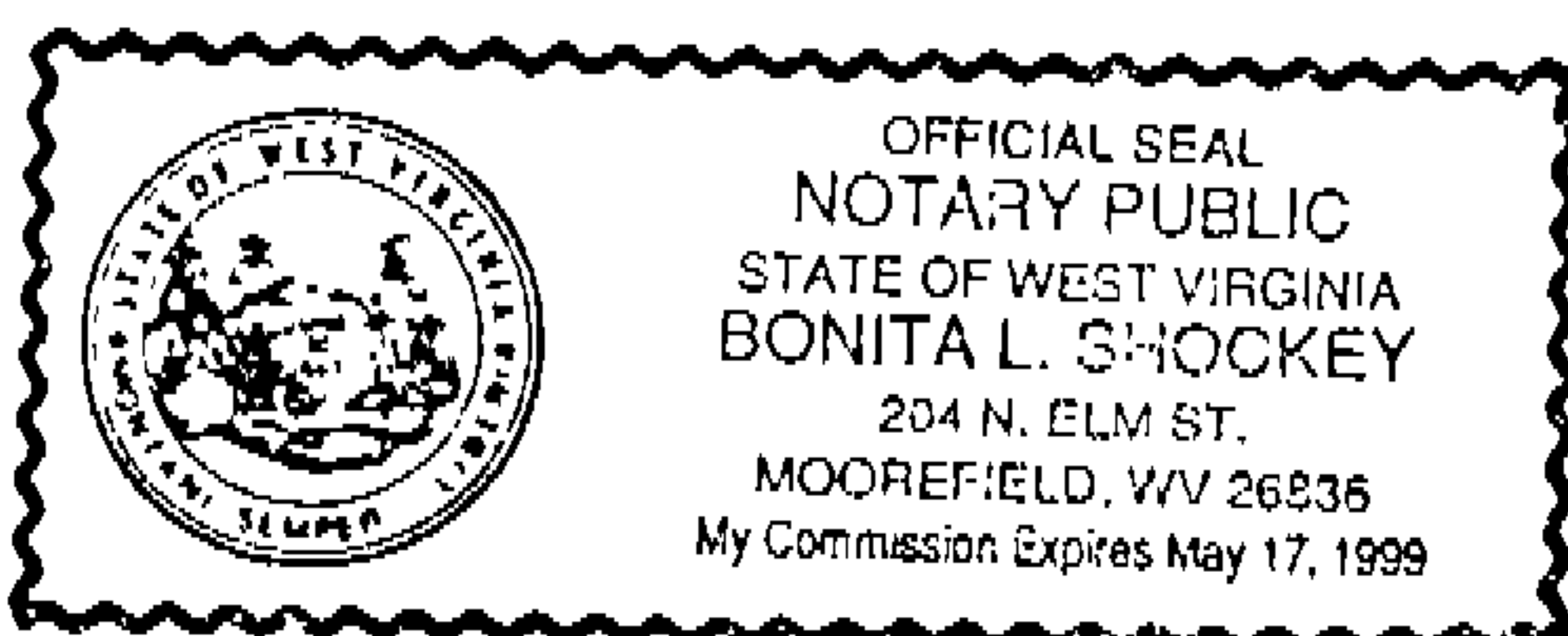
(Lessee)

STATE OF WEST VIRGINIA,
COUNTY OF HARDY, to-wit:

I, Bonita L. Shockey, a Notary Public in
and for the State and County aforesaid, do hereby certify
that Dwight E. Welch, General Manager of the Hardy Telephone
Company, Inc., who signed the writing above, bearing date
the 1st day of May, 1990, has this day in my said State and
County, before me, acknowledged the said writing to be the
act and deed of said corporation.

Given under my hand this 8th day of June,
1990.

My Commission expires: May 17, 1999.



Bonita L. Shockey
Notary Public

(AFFIX NOTARY SEAL)

STATE OF West Virginia,
COUNTY OF Hardy, to-wit:

I, Bonita L. Shockey, a Notary Public in
and for the State and County aforesaid, do hereby certify
that Ronald G. Bean and Jo Eva Bean, his wife, whose
names are signed to the foregoing writing bearing date the
1st day of May, 1990, have this day acknowledged the same

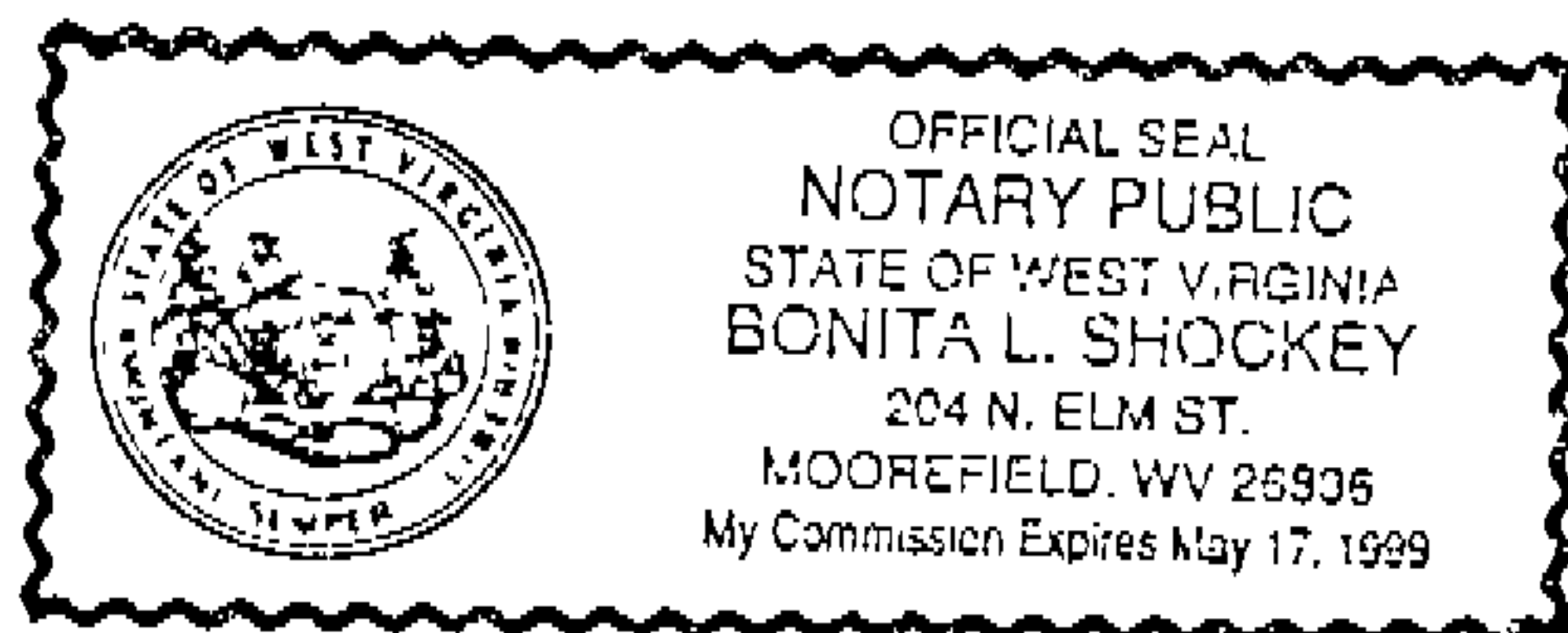
before me in my said State and County.

Given under my hand this 5th day of June, 1990.

My Commission expires: May 17, 1999.

Bonita L. Shockey
Notary Public

(AFFIX NOTARY SEAL)



STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office June 8, 1990

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sue L. Haertman Clerk.

C. & H. 90866-88