

TERM LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), made and entered into this ____ day of October 27, 2020 ("Effective Date"), is by and between **MUNICIPAL COMMUNICATIONS II, LLC**, 3495 Piedmont Rd NE, Building 11, Suite 900, Atlanta, GA 30305 ("Landlord"), and **COWETA COUNTY SCHOOL SYSTEM**, a Georgia Political Subdivision ("Lessee").

WHEREAS, Landlord is party to that certain Lease Agreement dated effective as of January 18, 2010, as amended ("Master Lease") for the real property described in Exhibit A ("Property") for the purpose of Landlord's construction and operation of a communications tower ("Tower");

WHEREAS, Lessee desires to lease from Landlord a portion of the Tower and Landlord desires to lease to Lessee a portion of such Tower; and,

WITNESSETH, for and in consideration of the sum of \$10.00 cash in hand paid, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Description of Premises: Subject to the terms and conditions herein, Landlord hereby leases to Lessee the use of that portion of the Tower and Property, together with easements for access and utilities, located in Coweta County, Georgia, as more specifically described and depicted in the attached Exhibit B (collectively, "Premises").
2. Term of Lease: This Agreement shall be for a term of [twenty-five (25) years] commencing on [July 1, 2020 and ending on June 30, 2045].

Notwithstanding any other provision of the Agreement to the contrary, this Agreement shall terminate absolutely and without further obligation on the part of Lessee at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may have been renewed as herein provided.

This Agreement shall be automatically renewed each calendar year hereafter in which payments fall due, unless, on or before the 1st day of December preceding such calendar year, Lessee shall notify Landlord writing of the Lessee's intention to terminate this Agreement at the end of the calendar year in which such notice is given.

The total obligation of Lessee under this Agreement for the calendar year 2020, as well as the total obligation which Lessee will incur under the Agreement in each calendar year renewal during a renewal term, if renewed, is as set forth above and herein this Agreement.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Lessee under the Agreement.

The provisions of this Agreement shall be deemed to obligate Lessee only for those sums payable during the calendar year of execution or, in the event of renewal, for those sums payable in the individual calendar year renewal term.

3. [Reserved]

4. Lease Termination: Either party may terminate this Agreement with ninety (90) days written notice. Upon termination, the School System shall be responsible for the removal of the Transportation Radio System within sixty (60) days at no cost to MUNICIPAL COMMUNICATIONS II, LLC.

5. Rent: Lessee shall pay rent in the sum of \$1,200.00 monthly. Rent shall be due on the Effective Date of this Agreement and by the fifth day of every month thereafter.

a. All rent checks shall be made out to MUNICIPAL COMMUNICATIONS II, LLC and can be mailed through the US Postal system, at Lessee's risk, to 3495 Piedmont Rd NE, Building 11, Suite 900, Atlanta, GA 30305. All monies shall be applied in the following order: (1) Late Fees, (2) NSF Fees, (3) Reimbursement for Repairs, and (4) Rent.

b. Late Rent: Rent payments received 10 days after monthly contract date shall be subject to a late fee of \$25.00/month until such time as rent plus late fees are paid. If rent payment has not been remitted 30 days after yearly due date, Landlord may commence an action for eviction.

c. The annual rent shall be subject to a fifteen percent (15%) increase every five (5) years, such increase to take effect on the fifth anniversary of the Effective Date and every five (5) years thereafter, unless otherwise terminated as set forth above.

6. Improvements; Utilities; Access:

a. Lessee shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications systems, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any country, state or federal agency/department, including, without

limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). The specific system requirements, space requirements, radio inventory and equipment loading description of the Antenna Facilities is set forth in Exhibit C attached hereto. Lessee shall not have the right to alter, replace, expand, enhance or upgrade the Antenna Facilities at any time during the term of this Agreement without Landlord's prior written consent. Lessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Lessee and shall not be considered fixtures.

b. Lessee shall, at Lessee's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear and casualty excepted.

c. Lessee will have availability to access electricity that is already on site and they will provide a separate sub-meter. Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then Lessee shall pay the Landlord thirty (30) days after receipt of an invoice from Landlord indicating the usage amount based upon Landlord's reading of the sub-meter.

d. Lessee will also have access to fiber optic if already on site.

e. Lessee reserves the right during the term of this Agreement, of themselves, their agents, employees, or assigns to enter upon the premises, at any reasonable time or times for the purpose of inspection, consultation, making repairs or improvements, and for all other lawful purposes whatsoever. It is specifically understood that certain components of the communication system may, by necessity, be placed under lock and key and Landlord understands and agrees that access to those components will not be accessible by Landlord.

f. Lessee shall have full access to the Tower site, twenty-four hours a day, seven days a week.

g. Ground space will be provided by Landlord of a maximum of 300 square feet within the fenced area for Lessee's ground equipment.

h. Lessee shall not use, or permit to be used, the leased Premises, or any part thereof, for any purpose or use other than those for which the premises have been leased, and in the manner provided herein, unless otherwise from time to time mutually agreed by Landlord and Lessee in writing. Should Lessee use the leased Premises for any purpose not stated, at Landlord's option, this Agreement shall terminate and the leased property shall revert to Landlord.

7. Interference: Lessee shall not use the Premises in any way which interferes with the use of the Property by Landlord, lessees, or licensees of Landlord with rights in the Property. Accordingly, Lessee agrees to install equipment of the type and frequency which will not cause harmful interference, measurable in accordance with then existing industry standards, to any equipment of Landlord or other lessees of the Property. In the event any after-installed Lessee's equipment causes such interference, and after Landlord has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to promptly correct and eliminate the interference, or to diligently pursue correcting and eliminating the interference, within twenty-four (24) hours, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. Landlord agrees that Landlord and/or any other tenants of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

8. Waste, Nuisance, and Unlawful Use: Lessee agrees that it will not commit waste or damage to the Premises or commit to be a nuisance upon the premises, or use or permit the Premises to be used in an unlawful manner or allow any other person to do so. Should Lessee's services cease to use the leased premises for the purposes stated in this Agreement shall terminate.

9. Repairs and Alterations: Lessee will be responsible for the installation and maintenance of their equipment.

10. Premises as is: Lessee hereby accepts premises "as is" and as being in clean, sanitary condition and in good repair.

11. Surrender of the Premises: At the termination of the lease, Lessee agrees to peaceably surrender the premises. Lessee acknowledges that Lessee shall be responsible for any damage or repair required to return the Premises to its original condition, reasonable use and wear accepted. If such time for removal causes Lessee to remain on the Premises after termination or expiration of this Agreement, Lessee shall pay rent at the then-existing rate until such time as removal of the Antenna Facilities is completed.

12. Insurance; Subrogation:

a. Lessee will maintain at its own cost: (i) Commercial General Liability Insurance with limits not less than one million and no/100 dollars (\$1,000,000.00)/ two million and no/100's (\$2,000,000.00) aggregate for bodily injury (including death) and for damage or destruction to property; (ii) Commercial Auto Liability Insurance on all owned, non-owned, and hired automobiles with a minimum combined limit of not less than one million and no/100 dollars (\$1,000,000.00) per occurrence; and, (iii) Workers Compensation Insurance providing the statutory benefits as required by law.

b. Notwithstanding the indemnity in Section 15 hereof, and to the extent permitted by law, the parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property resulting from any fire or other casualty of the kind covered by standard fire insurance policies with extend coverage. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other party.

c. To the extent permitted by law, Landlord and Lessee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage to the extent covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

d. Except for indemnification otherwise expressly stated herein or arising from Sections 15 and 20, and to the extent permitted by law, neither party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under a theory of contract, tort (including negligence), strict liability or otherwise.

e. Notwithstanding anything to the contrary in this Agreement, the parties hereby confirm that the provisions of this Section 12 shall survive the expiration or termination of this Agreement.

13. Assignment/Subletting: Lessee may not assign this Agreement, or any interest there to, or sublet the premises or any part thereof without Landlord's express prior written consent.

14. No Waiver: No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Landlord reserves the right to waive any

provision of this lease on a limited, even one time, basis and such a waiver shall not affect the provision waived in the future.

15. Landlord Not Liable For Damages: Landlord and employees/agents shall not be liable for any loss, damage, injury, or casualty, by whomever caused, to the person or property of Lessee, Lessee guests, or fellow occupants. This applies to on or off the Premises, adjacent sidewalks, and approaches into and out of the premises. To the extent permitted by law, Lessee agrees to indemnify and hold Landlord harmless from and against all claims, demands, liabilities, suits, costs, expenses, or actions arising from any loss, damage, injury, or casualty, including reasonable attorney's fees, without regard to whose action caused such damage. This Section 15 shall survive the termination of this Agreement.

16. Default: In the event of any breach of any term or provision of this lease by Lessee, then Landlord, in addition to any other rights or remedies available, shall have the immediate right to re-enter said premises and remove all person and property there from and, at Landlord's option, to terminate this Agreement immediately.

17. Binding Effect: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

18. Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of this agreement.

19. Jointly and Severally Liable: Each of the Lessees is jointly and severally liable for the obligations of Lessee set forth in this Agreement.

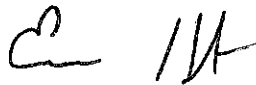
20. Master Lease: The parties acknowledge that Landlord's rights in the property derive from the Master Lease, defined in the recitals of this Agreement. To the extent permitted by law, Tenant covenants and agrees: (i) to use the Premises in accordance with the terms and conditions of this Agreement and the Master Lease; (ii) not to do or permit to be done any act which would result in a violation of any of the terms of the Master Lease or in any increase in any other obligation or liability of Landlord under the Master Lease; and (iii) not to fail to do any act required under this Agreement, if such failure would result in a violation of any of the terms of the Master Lease or in an increase in any other obligation or liability of Landlord under the Master Lease. Notwithstanding any provision to the contrary contained in this Lease, and in addition to any rights Landlord may have under this Lease or the laws or judicial decisions of the state in which the Premises are located, to the extent permitted by law, Lessee shall indemnify and hold Landlord harmless and against all claims of any kind whatsoever by reason of Lessee's breach of the terms of this Section 20, whether or not such breach results in the termination or forfeiture of Landlord's rights under the Master Lease.

Notwithstanding any provision contained in this Agreement to the contrary or in conflict, the Parties acknowledge this Agreement is subject to the Master Lease and should any of the provisions of this Agreement conflict with any provisions of the Master Lease, such conflict shall be resolved in favor of the provisions of the Master Lease.

21. This Agreement shall be governed by Georgia law. Any and all disputes arising out of or in any way related to this Agreement shall be submitted to the State or Superior Court of Coweta County and the parties expressly consent to venue and jurisdiction therein.

Signatures follow on subsequent pages

Coweta County School System



10/17/20

Lessee's Name Printed

Lessee's Signature

Date

Municipal Communications II, LLC



10/27/20

Landlord's Designation

Landlord's Signature

Date

Exhibit A
Property

Exhibit B
Leased Premises

Exhibit C

Antenna Specifications