

SENOIA, GEORGIA
SUBLEASE AGREEMENT

Between

MUNICIPAL COMMUNICATIONS, LLC

and

COWETA COUNTY DEVELOPMENT AUTHORITY

JANUARY 18, 2010

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Agreement") is entered into as of the 18TH day of January 2011, by and between COWETA COUNTY DEVELOPMENT AUTHORITY, ("Landlord") and MUNICIPAL COMMUNICATIONS, LLC, a Georgia limited liability company ("Tenant").

RECITALS

WHEREAS, Landlord owns, leases, subleases, licenses, has easements to, operates or uses real property ("Landlord Property") located within COWETA COUNTY, GEORGIA (the "Jurisdiction");

WHEREAS, Tenant desires to lease from Landlord certain portions of Landlord's Property for the purpose of locating unmanned telecommunications equipment together with ancillary personal property on Landlord's Property; and

WHEREAS, Coweta County, Georgia ("Coweta County") desires to locate its public safety and other communications equipment on the communications facility to be located on Landlord's property;

WHEREAS, the location of Landlord's Property which Tenant leases hereunder will be referred to herein as the "Site".

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. LEASE AGREEMENT

This Agreement contains the terms and conditions upon which the Site will be subleased by Landlord to Tenant.

2. SITE LEASE

Subject to the terms and conditions contained in this Agreement,, Landlord hereby subleases to Tenant and Tenant leases from Landlord the Site. The property owned, leased or licensed by Landlord and, if any, the structure located on the Site is described in Exhibit A attached hereto and incorporated herein by reference. The Site leased to Tenant includes ground space for placement and operation of public safety and other communications equipment and facilities of Coweta County, Tenant, and third parties to whom Tenant subleases pursuant to co-location and/or other agreements, together with the right to construct, operate and maintain communications systems continuously upon the Site, including radio transmitting and receiving antennae, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location-based system, to the extent such location based system may be required by county, state or federal agencies or departments, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment ("Communications Facility"), including, at Tenant's option, installation of a back-up power source (including generators and fuel storage tanks).

3. USE

3.1 Coweta County's Equipment

Landlord and Tenant agree that Coweta County shall have the right to use the top one hundred (100) feet of the tower ("Tower") to be constructed as part of the Communications Facility for Coweta County's public safety and other communications equipment and systems ("Coweta County Equipment"). Coweta County's right shall also include the right of other political subdivisions located within Coweta County, the Georgia State Patrol and any other users that currently have communication equipment on the towers located at 201 Temple Avenue, Newnan Georgia and 101 Selt Road, Newnan, Georgia ("Agencies") to locate public safety communication equipment in the top one hundred (100) feet of the Tower with the consent of Coweta County. The Agencies' communication equipment and systems shall also be included in the definition of "Coweta County Equipment" as set forth above. The Agencies public safety communication equipment shall remain property of the respective agency and shall not be considered property of Landlord, Tenant or Coweta County. Landlord, Coweta County and Tenant recognize, however, that the needs of other tenants are not known at the time of entering this Lease. Coweta County consents to, and Landlord and Tenant agree that Tenant is authorized to locate other tenants within the top one hundred (100) feet of the Tower, as long as such tenants do not affect the County's utilization of the top one hundred (100) feet of the Tower for Coweta County's public safety and other communications equipment and systems. Landlord and Tenant agrees that Tenant shall provide in its tenant's leases, for tenants to be located in the top one hundred (100) feet of the Tower, that such tenant is subject to re-location if re-location is made necessary by Coweta County in the future for its public safety and other communication equipment and systems. Landlord and Coweta County, however, do agree to work with Tenant to accommodate other tenants within the top one hundred (100) feet so long as Coweta County's and other Agencies' current and future public safety and other communication equipment and systems are not detrimentally affected. Tenant and Landlord agree that the rights of Coweta County and other Agencies to locate public safety and other communications equipment and systems within the top one hundred (100) feet of the Tower shall be free of charge for the term of this Agreement. The rights set forth above in this paragraph shall be hereinafter referred to as "First Priority Rights."

3.2 Tenant's Use

The leased Site may be used by Tenant for the installation, operation, maintenance, upgrading, replacement and removal of a tower and base to operate Tenant's Communications Facility and for any activity in connection with the provision of communication service. Tenant will, at Tenant's sole expense, comply with all laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies, including, without limitation, the Federal Communications Commission ("FCC"). Tenant must operate the Communications Facility in a manner that does not unreasonably interfere with the operations on the Site of the Coweta County Equipment as of the Commencement Date (as hereinafter defined). Landlord and Coweta County agree to reasonably cooperate with Tenant, at Tenant's expense, in obtaining such licenses, permits or other governmental approvals needed for Tenant's permitted use of the Site, including the prompt execution of documents. Tenant's rights, hereunder, shall be subject to the First Priority Rights of Coweta County.

3.3 Co-Location of Third Parties

Tenant shall have the right to locate upon the Communications Facility telecommunications systems and equipment of third parties. All sublease and co-location agreements with third parties for location of third party equipment within the top one hundred (100) feet of the Tower shall expressly state that the rights of the subtenant are subject to the First Priority Rights of Coweta County.

3.4 Specifications

The Communications Facility, including the Tower, shall be constructed so as to accommodate the Coweta County Equipment.

4. **TERM**

The initial term of this Agreement ("Initial Term") shall be five (5) years commencing on ("Commencement Date") the first day of the calendar month following the date Tenant obtains a building permit for construction of the Communications Facility on the Site, and terminating at 11:59 p.m. EST or EDT, as applicable, five (5) years thereafter, unless sooner terminated as provided herein. The Initial Term of this Agreement shall be automatically renewed for up to four (4) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant provides Landlord notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term, or any Renewal Term.

With respect to the Site, Tenant and its agents, engineers, contractors and other representatives shall have the right prior to the Commencement Date, to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling and conduct any other geological or engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for Tenant's intended use of the Site, if any, from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise do those things on or off the Site that, in the opinion of Tenant, are necessary to determine the physical condition and history of the Site, Landlord's title to the Site and the feasibility or suitability of the Site for Tenant's intended use, all at Tenant's expense. Tenant shall not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection. If, in the sole and absolute opinion of Tenant, the Site is not suitable for Tenant's intended use or Tenant determines that the operation of a Communications Facility on or within the Site would not be in Tenant's best interests, Tenant shall have the right at any time prior to the Commencement Date to terminate this Agreement by sending written notice of termination to Landlord. Thereafter, neither Landlord nor Tenant shall have any further obligation or liability under this Agreement except as otherwise provided herein or therein.

5. **TERMINATION**

In addition to any other rights to terminate this Agreement, Tenant shall have the right to terminate this Agreement upon sixty (60) days' prior written notice if 1) Tenant is unable to use the Site for a Communications Facility in the manner originally intended by Tenant; 2) any certificate, permit, license or approval affecting Tenant's ability to use the Site in the manner originally intended by Tenant is rejected; or 3) if any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency through no fault of Tenant.

6. **FEES**

Tenant shall pay to Landlord, who will in turn pay to Coweta County fees as set forth in the schedule attached hereto as Exhibit B and incorporated herein by reference. Any Fee not paid within ten (10) business days of when due may, at Landlord's option, bear interest until paid at the maximum rate allowed under the law of the State of Georgia (the "Past Due Interest Rate"). Tenant shall have no obligation to pay Landlord any application fee, signing bonus, site reservation, commitment, or option fee or any other charge or fee unless expressly provided for in this Agreement.

7. **IMPROVEMENTS AND CONSTRUCTION**

7.1. **Approved Communications Facility**

Tenant shall have the right at Tenant's sole cost and expense to erect, maintain, replace, operate, upgrade, replace and remove at the Site the Communications Facility specified in the Agreement. Prior to commencing any installation or material alteration of a Communications Facility, Tenant must obtain Landlord's approval of:

7.1.1. Tenant's plans for installation or alteration work; and

7.1.2. the precise location of the Communications Facility on the Site.

Landlord's approval must not be unreasonably withheld, conditioned or delayed. Tenant's replacement of equipment with equipment of substantially the same size in the course of repairs or upgrading the Communications Facility is not an installation or a material alteration for purposes of this Section 7.1.

All of Tenant's installation and alteration work must be performed:

- 7.1.3 at Tenant's sole cost and expense;
- 7.1.4 in a good and workmanlike manner;
- 7.1.5 in accordance with applicable building codes; and
- 7.1.6 in a manner that will not adversely affect the structural integrity or maintenance of the Site or any structure on the Site.
- 7.1.7 The Communications Facility shall comply with the requirements of TIA/EIA-222-G ("Regulation G"), the national standard's seventh revision for Steel Antenna Towers and Antenna Supporting Structures (January 1, 2006) of ANSI.
- 7.1.8 All construction and structural alterations to a structure on the Site shall be designed and certified by a licensed structural engineer, at Tenant's sole cost and expense.
- 7.1.9 The Communications Facility, including the Tower, will be built to specifications sufficient to accommodate the Coweta County Equipment. Tenant will insure that all work sites it provides on the Site will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable, Tenant will insure that the work site on the Site shall provide adequate physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone and other communication lines (including modem access and adequate interfacing networking capabilities), all for installation, use and maintenance of the Coweta County Equipment. Before the Coweta County Equipment is installed, Coweta County, its agents, or assigns or subcontractors will inspect the Site and advise Tenant of any apparent deficiencies or non-conformities with its requirements.
- 7.1.10 If Coweta County, its agents or subcontractors incur charges for delays of installation of the Coweta County equipment caused by Tenant, Tenant shall be responsible for those delay charges.
- 7.1.11 Tenant, at its expense, shall use any and all means of restricting access to the Communications Facility, including the construction of a fence around the Site.

7.2 Title

Title to Coweta County Equipment shall be held by Coweta County. Title to the Agencies' equipment shall be held by the respective Agency. Title to the remainder of the Communications Facility (i.e. the non-Coweta County Equipment components of the Communications Facility) shall remain Tenant's personal property, title to which shall be held by Tenant, and shall not become or be deemed fixtures. Tenant shall have the right to remove all Communications Facilities, except for Coweta County Equipment and the Agencies' equipment at Tenant's sole expense on or before the expiration or earlier termination of this Agreement, so long as Tenant is not in default.

7.3. Liens

Tenant shall keep the Site free from any mechanics' liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Tenant. If any valid mechanics' lien is filed against the Site as a result of the acts or omissions of Tenant, or Tenant's employees, agents, or contractors, Tenant must discharge such lien or bond the lien off within thirty (30) days after Tenant receives written notice from Landlord that the lien has been filed. If Tenant fails to discharge or bond any valid mechanics' lien within such 30-day period, then, in addition to any other right or remedy of Landlord, Landlord may, at Landlord's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding. Tenant must pay, within thirty (30) days of Landlord's written demand any amount actually paid by Landlord for the discharge or satisfaction of any valid mechanics' lien, and all reasonable attorneys' fees and other legal expenses of Landlord incurred in defending any such action or in obtaining the discharge of such lien, or Landlord shall have the right to declare a default hereunder.

7.4. Possession

Taking possession of the Site by Tenant is evidence that Tenant:

- 7.4.1. accepts the Site as suitable for the purposes for which it is leased;
- 7.4.2. accepts the Site and every part and appurtenance thereof AS IS, with all faults; and
- 7.4.3. waives any claims against Landlord in respect to defects in the Site and its appurtenances, their habitability or suitability for any permitted purposes.

Tenant is deemed to take possession only at the time Tenant commences construction or installation of the Communications Facility on the Site. Conducting tests and inspections on the Site is not, does not constitute, and shall not be deemed the commencement of construction or installation.

8. UTILITIES

Tenant shall have the right, at Tenant's sole cost and expense, to obtain electrical and telephone service from any utility company that provides such service to the Site. Tenant may arrange for the installation of a separate meter and main breaker, subject to Landlord's right to approve the exact location of proposed utility routes and the manner of installation, such approval not to be unreasonably withheld, conditioned or delayed. Landlord understands and acknowledges that 1) the Site includes such non-exclusive easements as necessary or desirable to enable Tenant to connect utility wires, cables, fibers and conduits to the Communications Facility; 2) Landlord has no right to prevent such installation; and 3) Landlord has the right to approve the route and the manner of installation so long as such approval is not unreasonably withheld, conditioned or delayed. Tenant shall pay for all of Tenant's utility costs when due.

If additional easements or other agreements are required by any utility company, Landlord shall, at Tenant's sole cost and expense, reasonably assist Tenant with obtaining such easements or other agreements, including execution of reasonable easement agreements by Landlord and obtaining any required signature or other approvals. If there is a loss of power at a Site, Tenant may, at its own expense and subject to space availability and applicable laws, install and operate a temporary generator on the Site until power is restored, without any obligation to pay any fees to Landlord.

9. ACCESS

Access to the Site may be by foot or vehicle, including trucks and equipment. Tenant shall be entitled to access the Site and the Communications Facility 24 hours per day, 7 days per week. If access to the Site is in whole or part reliant upon or by virtue of a separate access easement or other agreement ("Easement"), Landlord agrees, to diligently and in good faith seek all consents required to permit Tenant to have rights consistent with the Easement and to execute any additional documents required to evidence Tenant's rights. Tenant shall abide by access restrictions provided Tenant is given a copy of the Ground Lease and/or Easement containing the restrictions.

As partial consideration for the Fees paid under this Lease, Landlord hereby grants to Tenant such easements on, under, across and through the Site for ingress, egress, utilities and access to the Site adequate to install and maintain Tenant's communication equipment, utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Site and Communication Facility at all times during the Initial Term and any Renewal Term, such easements to have the same term as this Agreement.

10. IMPROVEMENT FEES AND TAXES

Tenant shall pay when due all taxes and other fees or charges directly attributable to the Communications Facility.

11. MEMORANDUM OF LEASE

Each party shall sign a Memorandum of Lease for the Site described in Exhibit A to the Agreement substantially in the form attached hereto as Exhibit "C" and made a part hereof. Tenant, at its sole expense, may record the Memorandum of Lease in the land records of the recording office(s) for notice purposes.

12. INSURANCE

12.1. Required Insurance of Tenant

Tenant shall, during the term of this Agreement, at Tenant's sole expense, obtain and keep in force, the following insurance:

12.1.1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief upon the Communications Facility in an amount equal to ninety (90%) of the full replacement cost of the Communications Facility.

12.1.2. Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$3,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming Landlord „Coweta County and the City of Senoia, Georgia as an additional insured; and

12.1.3. Statutory Workers' Compensation and Employer's Liability insurance.

12.2. Policies of Insurance

All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the Jurisdiction. Tenant shall cause its liability carriers to list the Landlord and Coweta County as an additional insured, and such coverage shall be primary, but only to the extent of the liability assumed by the party herein. Each party agrees that certificates of insurance will be delivered to the other party as soon as practicable after the placing of the required insurance, but not later than the Commencement Date. All policies must contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or termination of the insurance.

12.3. No Limitation on Liability

The provision of insurance required in this Agreement will not be construed to limit or otherwise affect the liability of any party to the other party.

12.4. Compliance

Neither party will do or permit to be done in or about the Site, nor bring or keep or permit to be brought to the Site, anything that:

12.4.1. is prohibited by any insurance policy covering the Site, any improvements thereon; or

12.4.2. will increase the existing premiums for any such policy beyond that contemplated hereunder.

12.5. Release

To the extent allowed by law, Landlord and Tenant release each other, and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Site and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage and any risks which would be covered by the insurance which such party is required to carry hereunder. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

13. INDEMNIFICATION

13.1. Indemnification by Tenant

Tenant must indemnify Landlord, the County and the City of Senoia, Georgia and save Landlord, the County and the City of Senoia, Georgia harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damage to property arising from or out of:

13.1.1. any occurrence in, upon or at the Site caused by the act or omission of Tenant or Tenant's agents, customers, business invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers, except to the extent caused by the negligence or misconduct of Landlord, Landlord's agents, customers, business invitees, concessionaires, contractor, servants, vendors, materialmen or suppliers;

13.1.2. any occurrence caused by the violation of any law, regulation or ordinance applicable to Tenant's actual use of or presence on the Site or the actual use of or presence on the Site by Tenant's agents, customers, business invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers; or

13.1.3. real estate brokers claiming by, through or under Tenant for any commission, fee or payment in connection with this Agreement.

If Landlord, the County or the City of Senoia, Georgia is made a party to any litigation commenced by or against Tenant for any of the above reasons, then Tenant shall protect and hold Landlord, the County and the City of Senoia, Georgia harmless and pay all costs, penalties, charges, damages, expenses and reasonable attorneys' fees incurred or paid by Landlord in accordance with the provisions of Section 13.2 of this Agreement. The indemnities set forth in this Section shall survive the termination of this Agreement.

13.2. Procedure

13.2.1. Any party being indemnified ("Indemnitee") shall give the party making the indemnification ("Indemnitor") written notice as soon as reasonably possible if:

13.2.1.1. any claim or demand will be made or liability asserted against Indemnitee, or

13.2.1.2. any suit, action, or administrative or legal proceedings will be instituted or commenced in which any Indemnatee is involved or is named as a defendant, either individually or with others.

13.2.2. If, within (30) days after the giving of such notice, Indemnatee receives written notice from Indemnitor stating that Indemnitor disputes or intends to defend against such claim, demand, liability, suit, action or proceeding, then Indemnitor shall have the right to select counsel of its choice and to dispute or defend against such claim, demand, liability, suit, action or proceeding, at Indemnitor's expense. Indemnatee shall fully cooperate with Indemnitor in such dispute or defense so long as Indemnitor is conducting such dispute or defense diligently and in good faith; provided, however, that Indemnitor will not be permitted to settle such dispute or claim without the prior written approval of Indemnatee, which will not be unreasonably withheld, conditioned or delayed. Even though Indemnitor selects counsel of its choice, Indemnatee has the right to additional representation by counsel of its choice to participate in such defense at Indemnatee's sole cost and expense.

13.2.3. If no such notice of intent to dispute or defend is received by Indemnatee within the thirty (30) day period, or if diligent and good faith defense is not being, or ceases to be, conducted, Indemnatee has the right to dispute and defend against the claim, demand or other liability at the sole cost and expense of Indemnitor and to settle such claim, demand or other liability, and in either event to be indemnified as provided for in this Section. Indemnatee is not permitted to settle such dispute or claim without the prior written approval of Indemnitor, which approval will not be unreasonably withheld, conditioned or delayed.

13.2.4. The Indemnitor's indemnity obligation includes reasonable attorneys' fees, investigation costs, and all other reasonable costs and expenses incurred by the Indemnatee from the first notice that any claim or demand has been made or may be made, and is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under applicable workers' compensation acts, disability benefit acts, or other employee benefit acts. The provisions of this entire indemnification section will survive the termination of this Agreement with respect to any damage, injury, or death occurring before such termination.

14. ASSIGNMENT

14.1. By Tenant

Tenant shall have the right to assign its rights under this Agreement. Any transferee or assignee of this Agreement shall be subject to the approval of Landlord and the County, which approval shall not be unreasonably be withheld or delayed. Tenant shall also have the right to sublease or contract with third parties for the co-location of the communications systems of third parties on the Communication Facility, provided, however, that the use by third parties shall expressly be subject to the First Priority Rights of Coweta County.

15. REPAIRS

15.1. Tenant's Obligation

Tenant shall, at all times during the term, at Tenant's sole cost and expense, keep and maintain the Communications Facility located by Tenant upon the Site in a structurally safe and sound condition and in good repair.

If Tenant does not make required repairs within 30 days after receipt of written notice from Landlord, then Landlord may, at Landlord's option, make the repairs on Tenant's behalf and/or declare a default hereunder. Within 30 days of receipt of Landlord's written request, accompanied by reasonable supporting documentation, Tenant shall pay Landlord's reasonable and actual costs incurred to make the

repairs. However, if Tenant commences required repairs within 30 days after receipt of written notice from Landlord requesting repairs and continuously and diligently pursues and completes the repairs, then the 30 day period shall extend for up to an additional 60 days to permit Tenant to complete the repairs.

If emergency repairs are needed to protect persons or property, Tenant shall immediately correct the safety or use problem, even if a full repair cannot be made at that time. If Landlord first becomes aware of an emergency situation, Landlord shall immediately contact Tenant pursuant to emergency procedure instructions posted on the Site. If Landlord is unable to reach Tenant or Tenant is unable to immediately correct the safety or use problem, Landlord may, at its option, make the repairs. Within 30 days of receipt of Landlord's written request, accompanied by reasonable supporting documentation, Tenant shall pay Landlord's reasonable and actual costs incurred to make the emergency repairs.

16. CASUALTY OR CONDEMNATION

16.1. Casualty

If there is a casualty to the Communications Facility, Tenant shall have the option of reconstructing the Communications Facility or terminating the Lease upon thirty (30) days written notice to Landlord.

16.2. Condemnation

If there is a condemnation of the Site, including without limitation a transfer of the Site by consensual deed in lieu of condemnation, then the Agreement will terminate upon transfer of title to and actual possession by the condemning authority, without further liability to either party under this Agreement. Tenant shall be entitled to pursue a separate condemnation award for the Communications Facility from the condemning authority.

17. SURRENDER OF SITE; HOLDING OVER

Upon the expiration or other termination of the Agreement for any cause whatsoever, Landlord shall have the right to the possession of the Communications Facility unless Landlord notifies Tenant of its rejection of possession of the Communication Facility within six (6) months after written notice of Tenant's termination. If Landlord rejects possession of the Communication Facility, Tenant shall remove the Communication Facility, and Tenant shall repair any damage caused by Tenant during the removal of the Communications Facility at Tenant's sole expense. If Landlord accepts possession of the Communication Facility, Tenant shall execute a bill of sale conveying the Communication Facility to the Landlord free and clear of all liens.

If Tenant continues to hold the Site after the termination, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Landlord in writing, constitute and be construed as a month-to-month tenancy at a monthly fee of Three Thousand and 00/100 Dollars (\$3000.00) and subject to all of the other terms set forth in this Agreement.

Upon the expiration or other termination of the Agreement, Landlord may determine that the health, safety, and welfare interests of the Landlord warrant and require the removal of the Communications Facility located on the Site. If Landlord makes such a determination, Tenant shall be notified to remove the Communications Facility. If Tenant has not removed the Communications Facility within 90 days of written notice, the Communications Facility shall be deemed to be abandoned and Landlord shall have the option of removing the Communications Facility at Tenant's expense or leasing or selling the Communications Facility.

18. DEFAULTS AND REMEDIES

18.1. Tenant's Events of Default

The occurrence of any one or more of the following events shall constitute an "event of default" by Tenant:

18.1.1. if Tenant fails to pay any Fee or other sums payable by Tenant for the applicable Site within ten (10) business days of Tenant's receipt of written request for payment;

18.1.2. if Tenant fails to perform or observe any other term, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after written notice from Landlord; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Tenant to complete cure so long as Tenant commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

18.1.3. if any petition is filed by or against Tenant, under any section or chapter of the present or any future United States Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Tenant, such petition is not dismissed within one hundred eighty (180) days after the filing thereof), or Tenant is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future United States Bankruptcy Code or under any similar law or statute of the United States or any state thereof;

18.1.4. if a receiver, custodian, or trustee is appointed for Tenant or for any of the assets of Tenant and such appointment is not vacated within ninety (90) days of the date of the appointment; or

18.1.5. if Tenant becomes insolvent or makes a transfer in fraud of creditors.

18.1.6. In the event Tenant or assignee of Tenant defaults on a financial obligation to a third party related to the Site or Communication Facility, Landlord and/or Coweta County shall have the right to cure the default.

18.2. Tenant's Default

If an event of default occurs, while Tenant remains in default, Landlord (without notice or demand except as expressly required above) may terminate the Agreement, in which event Tenant shall immediately surrender the applicable Site to Landlord. Tenant shall be liable for damages equal to the total of:

18.2.1. the actual costs of recovering the Site;

18.2.2. the Fee earned as of the date of termination, plus interest thereon at the Past Due Interest Rate from the date due until paid;

18.2.3. the amount by which the Fee and other benefits that Landlord would have received under the Agreement for the remainder of the term under the Agreement exceeds the amount of the fair market rental value for the remainder of the term discounted, at the per annum discount rate of the Federal Reserve Bank of the Federal Reserve District where the Site is located plus one percent (1%); and

18.2.4. all other sums of money and damages owing by Tenant to Landlord.

18.2.5. the amount Landlord could have received during the term of the Lease of the Communication Facility up to Two Hundred Thousand and 00/100 Dollars (\$200,000.00)..

18.3. Landlord's Default

If Landlord is in:

18.3.1 breach of any representation, warranty or agreement set forth in this Agreement; or

18.3.2 if Landlord fails to perform or observe any other term of the Agreement and such failure continues for more than thirty (30) days after written notice from Tenant; except such thirty (30) day cure period will be extended as reasonably necessary to permit Landlord to complete cure so long as Landlord commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

Tenant may, in addition to any other remedy available at law or in equity, at Tenant's option upon written notice:

18.3.3. terminate the Agreement; or

18.3.4. incur any expense reasonably necessary to perform the obligation of Landlord specified in such notice and invoice Landlord for the actual expenses, together with interest from the date named at the Past Due Interest Rate. Any invoice shall be accompanied by documentation reasonably detailing actual expenses. If Landlord fails to reimburse the costs within thirty (30) days of receipt of written invoice, then Tenant is entitled to offset and deduct such expenses from the Fees or other charges next becoming due under the Agreement.

Tenant may elect any one or more of the foregoing remedies.

18.4. Duty to Mitigate Damages

Tenant and Landlord shall endeavor in good faith to mitigate damages arising under this Agreement.

19. COVENANT OF QUIET ENJOYMENT

Landlord covenants and warrants that at all times during the Initial Term and any Renewal Term of this Agreement, as long as Tenant is not in default of this Agreement beyond any applicable notice or cure period, Tenant shall have, hold and enjoy the Site during the term of the Agreement or any renewal or extension thereof. Landlord shall take no action not expressly permitted under the terms of this Agreement that will interfere with Tenant's intended use of the Site nor will Landlord fail to take any action or perform any obligation necessary to fulfill Landlord's aforesaid covenant of quiet enjoyment in favor of Tenant.

20. COVENANTS AND WARRANTIES

20.1. Landlord

Landlord represents and warrants to Tenant that:

20.1.1. Landlord owns good marketable fee simple title, has a good and marketable leasehold interest, or has a valid license, in the Site and has rights of access thereto;

20.1.2. Landlord is a validly existing entity and has full right, power and authority to execute, deliver and perform under this Agreement, and such execution, delivery and performance has been duly authorized by all required organizational actions of Landlord and will not violate any

laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord, and the individual executing this Agreement on behalf of Landlord has the full right, power and authority to do so without the necessity of consent of any other person, entity or governmental authority other than consents already obtained;

20.1.3. Landlord shall not permit or suffer the installation and existence of any other improvements (including, without limitation, transmission or reception devices) upon the Site if such improvements interferes with transmission or reception by the Communications Facility in any manner whatsoever, except as provided for in this Agreement which grants the County First Priority Rights; and

20.1.4. The Site is, to the best of the knowledge of Landlord, not contaminated by any Environmental Hazards (as defined in Section 21, below).

20.2 Tenant Warrants to Landlord

Tenant is a validly existing entity and has full right, power and authority to execute, deliver, and perform under this Agreement and such execution, delivery and performance has been duly authorized by all required organizational actions of Tenant without the necessity of consent of any other person or entity.

20.3 Mutual

Each party represents and warrants to the other party that 1) it has full right, power and authority to make this Agreement ; 2) the making of this Agreement and the performance thereof will not violate any laws, ordinance, restrictive covenants, or other agreements under which such party is bound; 3) that each party is a duly organized and existing governmental entity, corporation, partnership or limited partnership; 4) the party is qualified to do business in the state in which the Site is located; and 5) all persons signing on behalf of each party were authorized to do so by appropriate approval, corporate or partnership action.

20.4 No Brokers

Tenant and Landlord represent to each other that neither has had any dealings with any real estate brokers or agents in connection with the negotiation of this Agreement.

21. ENVIRONMENTAL MATTERS

Landlord represents and warrants to Tenant that to the best of Landlord's knowledge there are no Environmental Hazards on the Site. Nothing in this Agreement will be construed or interpreted to require that Tenant remediate any Environmental Hazards located at the Site unless Tenant or Tenant's officers, employees, agents, or contractors placed the Environmental Hazards on the Site.

Landlord and Tenant shall not bring to, transport across or dispose of any Environmental Hazards on the Site, except Tenant may keep on the Site substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry. Tenant's use of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances, and regulations governing such use.

The term "Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated thereunder. The term "pollutants" shall be as defined in the Clean Water Act, and any regulations promulgated thereunder.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Landlord may suffer due to the existence or discovery of any Environmental Hazards on the Site or the migration of any Environmental Hazards to other properties or released into the environment arising from

Tenant's activities or the activities of Tenant's owners, agents, employees or contractors on the Site. The indemnification in this section shall expressly not apply to any claims, causes of action, demands or liability arising from Landlord's activities or omissions, or the activities or omissions of Landlord's agents, employees or contractors.

The indemnification in this Section specifically includes costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority of competent jurisdiction. The provisions of this Section 21 shall survive expiration or termination of this Agreement.

To the extent allowed by law, Landlord shall be responsible and shall indemnify and hold Tenant harmless for and shall promptly conduct any investigation and remediation as required by any applicable environmental laws of all spills or other releases of Environmental Hazards not caused by Tenant, its owners, agents or employees that have occurred or which may occur on any Site.

22. INTENTIONALLY DELETED.

23. **INTERFERENCE**

23.1. Pre-Installation Testing.

Before starting installation of the Communications Facility at the Site, Tenant shall perform testing and evaluation for interference by or with operation of the proposed Communications Facility.

23.2 Interference with Coweta County's Public Safety Communications

Tenant acknowledges that it is critical to the public safety that there is never a physical obstruction of the line of sight of Coweta County's antenna(s) or equipment or interference of any kind with Coweta County's antenna(s) or equipment. Tenant agrees, immediately, which shall mean not less than four (4) hours after notice thereof, to eliminate, without cost to the Landlord, any obstruction of the line of sight or interference of any kind of Coweta County's antenna(s) caused by Tenant, or any licensee or tenant of Tenant. If such interference has not been corrected within one (1) day of notice thereof, Coweta County shall have the right, in addition to any other rights that it may have at law or in equity to elect to enjoin such interference. Tenant agrees that all agreements it enters into with other tenants or users of a Site will include provisions notifying the other tenant or user of the First Priority Rights of Coweta County.

23.3 Physical Obstruction with Tenant's Communications Facility or Equipment.

If Coweta County's equipment is damaged to the extent that the equipment causes physical obstruction or limitation of access with Tenant's Equipment or the Communication Facility, Coweta County shall take action to remove the physical obstruction as soon as reasonably possible upon notice from Tenant.

23.4. Cooperation.

The parties acknowledge that the Agreement cannot provide for every circumstance or condition under which one or the other of the parties or their tenants interferes with one other's communications. Therefore, the parties agree to cooperate with each other and with other tenants or users of a Site to determine the cause of, and to resolve, all interference issues.

24. **GENERAL PROVISIONS**

24.1. Entire Agreement

This Agreement, including attachments, constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. There are no representations or understandings of any kind with respect to the transactions contemplated herein not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by Landlord and Tenant. This Agreement shall not be modified or amended except by an instrument or writing signed by and behalf of both Landlord and Tenant.

24.1.1. Special Provisions

24.1.1.1 To the extent special provisions are in conflict with any provisions of the Agreement the special provisions shall control.

24.1.1.2 In addition to the First Priority Right, as hereinbefore defined, Coweta County shall have a first priority right to space required for cable runs to connect Coweta County's equipment and antennas at the Site together with a non-exclusive easement for reasonable access to the Site for ingress and egress to the Site and to the appropriate source of electric and telephone facilities.

24.1.1.3 In addition to the First Priority Right, as hereinbefore described, Coweta County shall have a first priority right to construct its equipment base station at the Site, including a generator site and any other necessary equipment for the Coweta County Equipment.

24.1.1.4 The Memorandum of Lease to be recorded in the public records for the purpose of giving notice to third parties of the rights and obligations hereunder shall specifically set forth the First Priority Rights, as hereinbefore defined, of Coweta County at the Site. All assignments, subleases, or co-location agreements for third parties at the Site shall specifically notify other assignees, tenants, and other users that their rights are subject to the First Priority Rights, as hereinbefore defined, of Coweta County.

24.1.1.7 Tenant shall remove the Public Works tower located at 101 Selt Road, Newnan, Georgia and the Georgia State Patrol tower located at 201 Senoia, Georgia, Newnan, Georgia, at no expense to Landlord or Coweta County. Coweta County shall be responsible for removing and relocating the equipment on each of these towers. The salvage value of the towers shall belong to Tenant.

24.2. Severability

If any provision of this Agreement is invalid or unenforceable with respect to any party, then the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law; if fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity.

24.3. Binding Effect

This Agreement shall be binding on and inure to the benefit of the respective parties' successors and permitted assignees.

24.4. Captions

The captions of this Agreement are to be construed as part of this Agreement.

24.5. No Waiver

No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of the terms of this Agreement is to be construed to

waive or lessen any party's right to insist upon strict performance of the terms of this Agreement. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

The parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this Agreement.

24.6. Notice

Any notice shall be demand required to be given in this Agreement will be made by certified or registered mail, return receipt requested or reliable overnight courier to the address of other parties set forth below:

Landlord:

Coweta County Development Authority
President
100 Walt Sanders Memorial Drive
Newnan, Georgia 30265

With a copy to:

Coweta County Administrator
Coweta County
22 East Broad Street
Newnan, Georgia 30263

Jerry Ann Conner
Glover & Davis, P.A.
P.O. Box 1038
Newnan, Georgia 30264

Tenant:

Municipal Communications, LLC
3495 Piedmont Road, N.E.
Eleven Piedmont Center
Suite 411
Atlanta, Georgia 30305
Attn: Harry R. Stamper, III

with a copy to:

George C. Rosenzweig, Esq.
Rosenzweig, Jones, Horne & Griffis, PC
P.O. Box 220
Newnan, Georgia 30264

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier or five (5) business days following deposit in the United States mails addressed as required above.

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party.

24.7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Tenant consents to venue and jurisdiction of the Superior Court of Coweta County, Georgia.

With the exception of Coweta County Equipment, the Communications Facility will at all times be, unless abandoned or conveyed pursuant to the terms of this Agreement, and remain on the property of Tenant and shall not be subject to any lien or encumbrance created or suffered by Landlord. Tenant shall have the right to make such public filings as Tenant deems necessary or desirable to evidence Tenant's ownership of the Communications Facility.

24.8 Force Majeure

If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

24.9. Time is of the Essence

Time shall be of the essence with respect to this Agreement.

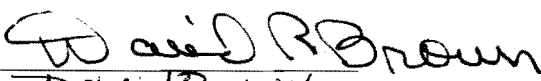
24.10. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first above written.

LANDLORD:

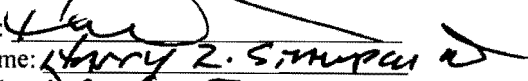
COWETA COUNTY DEVELOPMENT AUTHORITY

By: 
Name: David Brown
Title: Chairman
Date: 1-20-11

[Authorized Party to Bind Said Entity]

TENANT:

MUNICIPAL COMMUNICATIONS, LLC, a Georgia limited liability company

By: 
Name: Harry Z. Simpson
Title: President
Date: 1-24-2011

[Authorized Party to Bind Said Entity]

READ AND APPROVED BY:

COWETA COUNTY


By: 
Name: RODNEY BROOKS
Title: CHAIRMAN
Date: 1-18-2011

EXHIBIT A

PROPOSED LEASE AREA
MUNICIPAL COMMUNICATIONS, LLC
"SENOIA"
ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1st District, City of Senola, Coweta County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; Thence along a tie line, North 67°01'41" West, 281.22 feet to a point and the true POINT OF BEGINNING; Thence running, North 86°03'29" West, 487.12 feet to a point; Thence, North 03°56'29" East, 201.62 feet to a point; Thence, South 89°00'40" East, 487.77 feet to a point; Thence, South 03°56'31" West, 226.75 feet to a point and the true POINT OF BEGINNING.

Said tract contains 2.3952 ACRES (104,334 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.

PROPOSED 50' INGRESS-EGRESS EASEMENT
MUNICIPAL COMMUNICATIONS, LLC
"SENOIA"
ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1st District, City of Senoia, Coweta County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; Thence along a tie line, North 67°01'41" West, 281.22 feet to a point; thence, North 86°03'29" West, 201.62 feet to a point and the true POINT OF BEGINNING; North 03°56'29" East, 50.17 feet to a point; Thence, South 89°00'40" East, 914.48 feet to a point; Thence, South 00°23'28" East, 331.45 feet to a point; Thence, 34.61 feet along a curve to the right, having a radius of 95.00 feet and being scribed by a chord bearing South 10°02'48" West, 34.42 feet to a point; Thence, North 87°29'31" West, 56.23 feet to a point; Thence, 34.21 feet along the arc of a curve to the left having a radius of 45.00 feet and being scribed by a chord bearing North 21°23'16" East, 33.39 feet to a point; Thence, North 00°23'28" West, 282.54 feet to a point; Thence, North 89°00'40" West, 868.25 feet to a point and the true POINT OF BEGINNING.

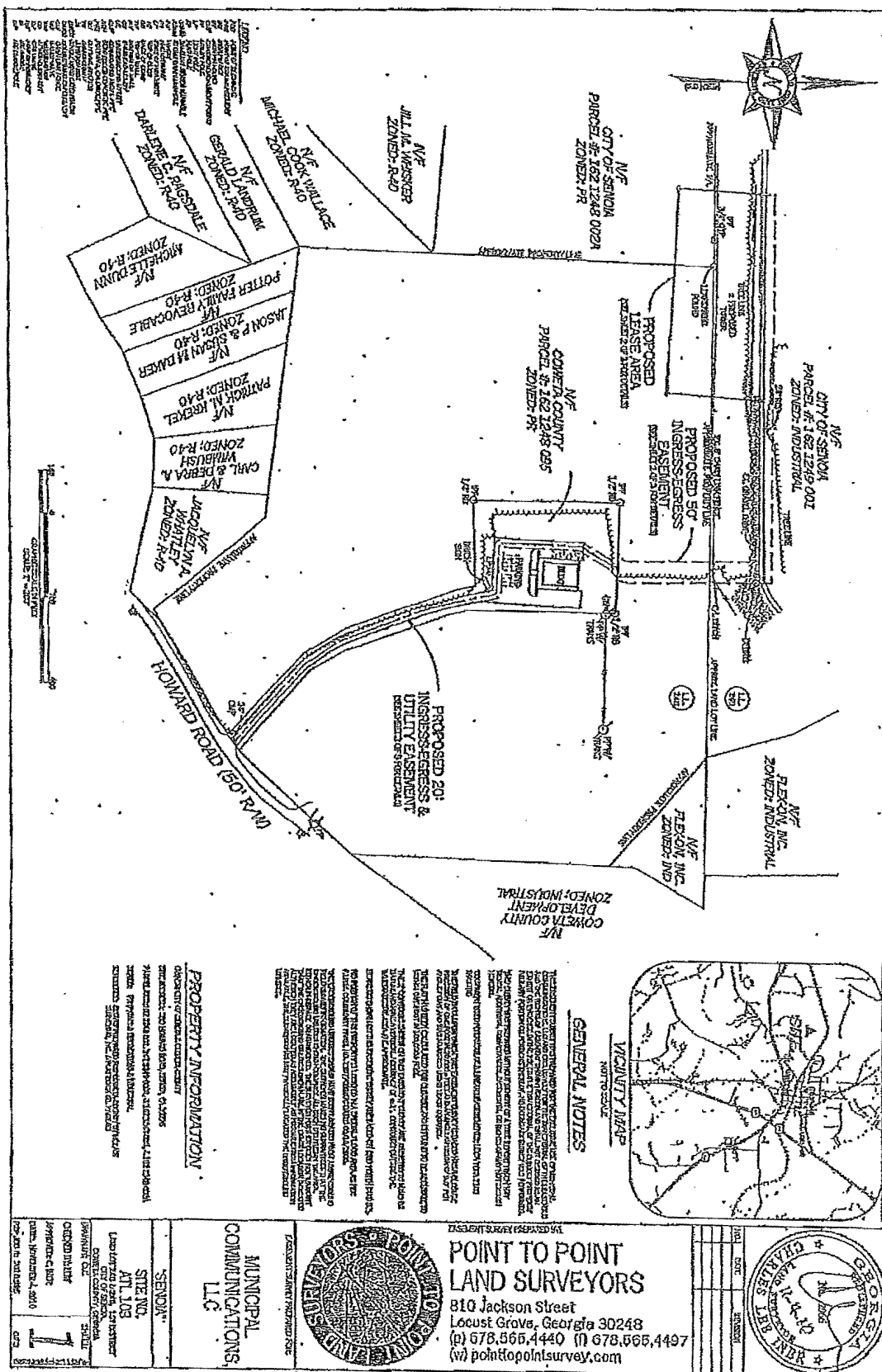
Said tract contains 1.4166 ACRES (61,707 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.

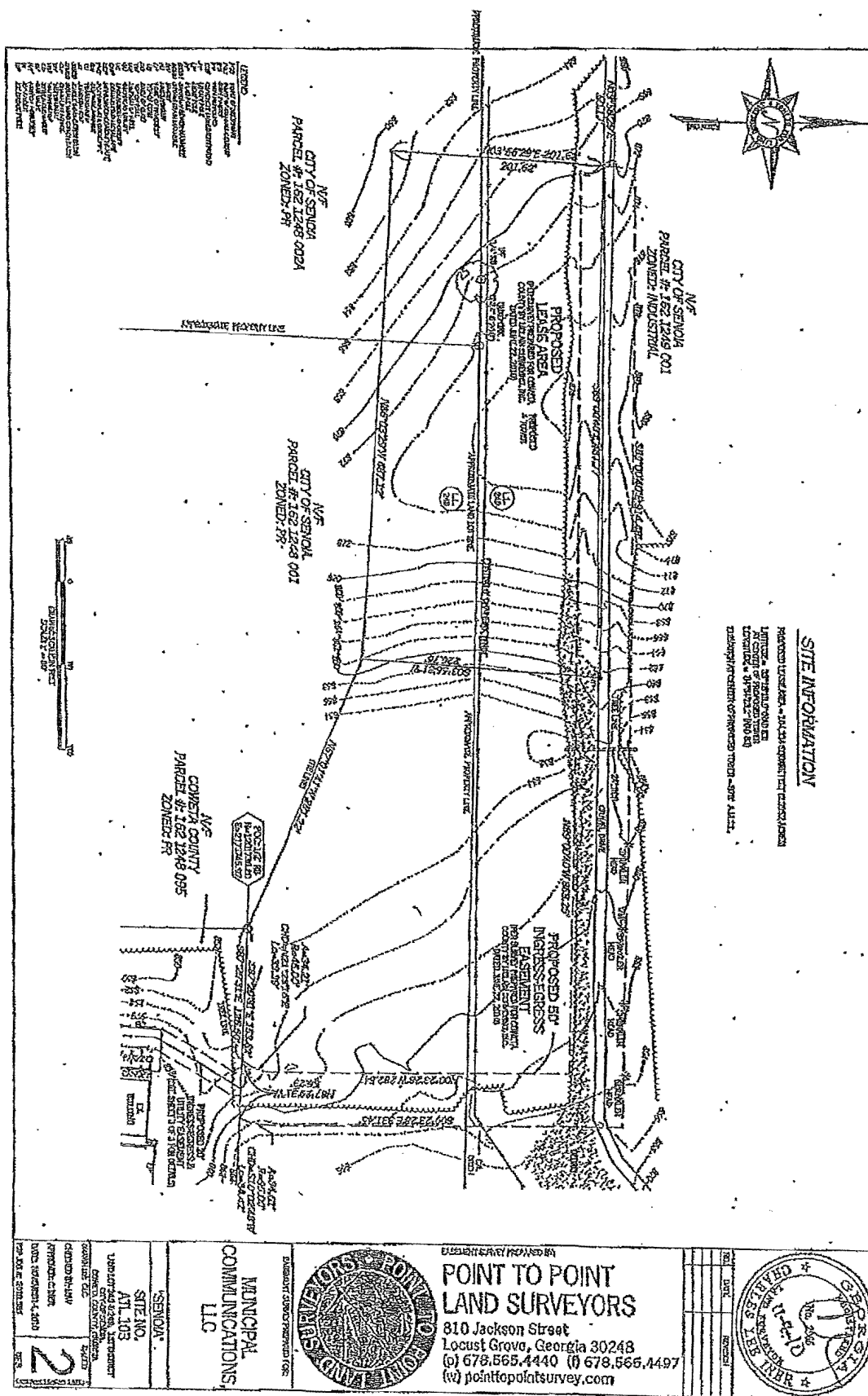
PROPOSED 20' INGRESS-EGRESS & UTILITY EASEMENT
MUNICIPAL COMMUNICATIONS, LLC
"SENOIA"
ATL 103

Together with a proposed ingress-egress and utility easement lying and being in Land Lots 248 and 249, 1st District, City of Senoia, Coweta County, Georgia and being described by the following centerline data:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; thence, South 87°29'31" East, 153.62 feet to a point and the true POINT OF BEGINNING; Thence running, South 31°19'24" West, 93.40 feet to a point; Thence, South 02°26'26" West, 185.01 feet to a point; Thence, 12.42 feet along a curve to the left, having a radius of 8.00 feet and being scribed by a chord bearing South 42°01'17" East, 11.21 feet to a point; Thence, South 86°29'00" East, 106.80 feet to a point; Thence, 10.56 feet along a curve to the right, having a radius of 8.00 feet and being scribed by a chord bearing South 48°39'27" East, 9.81 feet to a point; Thence, South 10°49'55" East, 104.91 feet to a point; Thence, South 15°46'51" East, 75.50 feet to a point; Thence, South 20°43'16" East, 205.34 feet to a point; Thence, South 34°15'56" East, 95.94 feet to a point; Thence, South 46°54'37" East, 251.08 feet to the ENDING at a point on the Northern right-of-way line of Howard Road (having a 50 foot right-of-way).

As shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.





PROPOSED LEASE AREA

ALL THAT TRACT OF LAND LYING AND BEING IN LOTS 248 AND 249, 1ST DISTRICT, CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO HAVE AND TO HOLD TO THE CITY OF SENOA, COCKER COUNTY, GEORGIA, FOR THE TERM OF YEARS, TO BE DETERMINED BY THE CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO HAVE AND TO HOLD TO THE CITY OF SENOA, COCKER COUNTY, GEORGIA, FOR THE TERM OF YEARS, TO BE DETERMINED BY THE CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPOSED 50' INGRESS/EGRESS EASEMENT

ALL THAT TRACT OF PROPERTY OF LAND LING AND BEING IN LOTS 248 AND 249, 1ST DISTRICT, CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO HAVE AND TO HOLD TO THE CITY OF SENOA, COCKER COUNTY, GEORGIA, FOR THE TERM OF YEARS, TO BE DETERMINED BY THE CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO HAVE AND TO HOLD TO THE CITY OF SENOA, COCKER COUNTY, GEORGIA, FOR THE TERM OF YEARS, TO BE DETERMINED BY THE CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SUBJECT TO THE CITY OF SENOA, COCKER COUNTY, GEORGIA, FOR THE TERM OF YEARS, TO BE DETERMINED BY THE CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPOSED 20' INGRESS/EGRESS & UTILITY EASEMENT

ALL THAT TRACT OF PROPERTY OF LAND LING AND BEING IN LOTS 248 AND 249, 1ST DISTRICT, CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO HAVE AND TO HOLD TO THE CITY OF SENOA, COCKER COUNTY, GEORGIA, FOR THE TERM OF YEARS, TO BE DETERMINED BY THE CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO HAVE AND TO HOLD TO THE CITY OF SENOA, COCKER COUNTY, GEORGIA, FOR THE TERM OF YEARS, TO BE DETERMINED BY THE CITY OF SENOA, COCKER COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

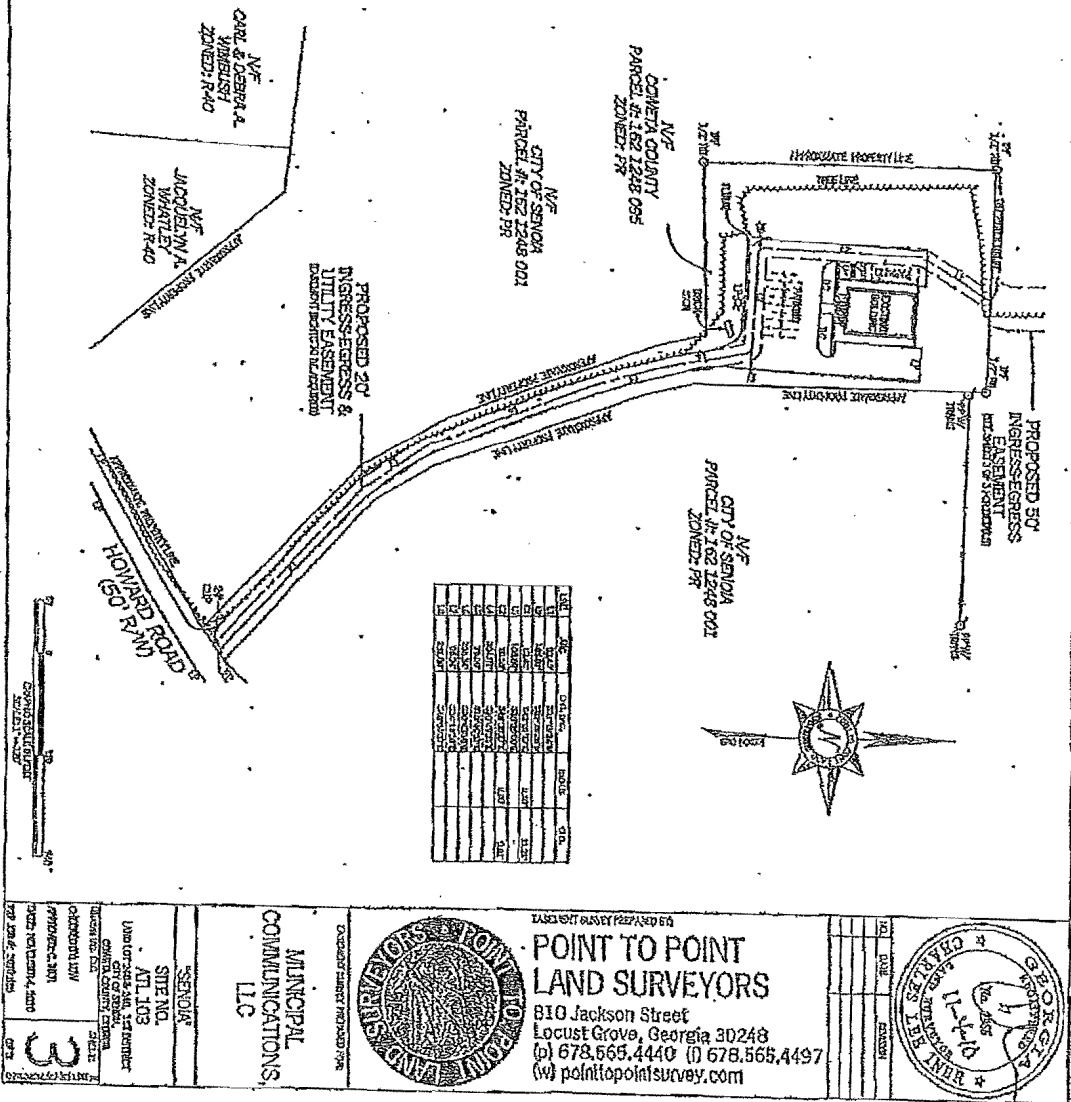


EXHIBIT B

1. Tenant shall pay Landlord \$100,000.00 in cash or its equivalent at the time Coweta County issues the building permit for the Tower ("First Payment").
2. Tenant will pay Landlord an additional \$100,000.00 in cash or its equivalent on the first anniversary date of the First Payment.
3. Tenant will pay Landlord or Coweta County all associated costs for the review of plans for the construction and development of the Communications Facility (including the Tower) on the Site.
4. Tenant will pay Landlord or Coweta County permit fees for construction and development of the Communications Facility (including the Tower) on the Site.
5. There will be no ground rental fee for the Site (including the Communications Facility and Tower).
6. Tenant will pay Landlord a fee of \$50,000.00 in cash or its equivalent for each third party co-location after the first third party co-location.
7. Tenant will pay to dismantle and remove (haul-off) the existing 300 foot tower located at 201 Temple Avenue, Newnan, Georgia, and the existing 195 foot tower at the 101 Selt Road, Newnan, Georgia.
8. All capitalized terms in Exhibit B shall have the defined meaning as set forth in the Lease Agreement.

EXHIBIT C
FORM OF MEMORANDUM OF SUBLEASE

After recording return to:

George C. Rosenzweig., Esq.
Rosenzweig, Jones, Horne & Griffis, PC
32 Court Square
Newnan, Georgia 30264
Telephone: 770-253-3282

Site Name: Senoia, Georgia, Newnan, Georgia

MEMORANDUM OF SUBLEASE

This memorandum evidences that a sublease was made and entered into by written Sublease Agreement dated January 18, 2011, between Coweta County Development Authority ("Landlord") and Municipal Communications, LLC, a Georgia limited liability company ("Tenant"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Landlord leases to Tenant a certain site ("Site") located in Coweta County, Georgia, within the property of Landlord which is described in Exhibit 1 attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities, for a term of five (5) years commencing on the first day of the calendar month following the date the Tenant obtains a building permit for the construction of a Communication Facility on the Site, which term is subject to four (4) additional five (5) year extension periods by Tenant.

Such Agreement further provides that Coweta County shall have the right to use the top one hundred (100) feet of the tower ("Tower") to be constructed as part of the Communications Facility for Coweta County's public safety and other communications equipment and systems ("Coweta County Equipment"). Coweta County's right shall also include the right of other political subdivisions located within Coweta County, the Georgia State Patrol and any other users that as of the date of this Memorandum of Lease have communication equipment on the towers located at 201 Temple Avenue, Newnan, Georgia and 101 Selt Road, Newnan, Georgia ("Agencies") to locate public safety communication equipment in the top one hundred (100) feet of the Tower with the consent of Coweta County. The Agencies public safety communication equipment shall remain property of the respective agency and shall not be

considered property of Landlord, Tenant or Coweta County. Landlord, Coweta County and Tenant recognize, however, that the needs of other tenants are not known at the time of entering this Lease. Coweta County consents to, and Landlord and Tenant agree that Tenant is authorized to locate other tenants within the top one hundred (100) feet of the Tower, as long as such tenants do not affect the County's utilization of the top one hundred (100) feet of the Tower for Coweta County's public safety and other communications equipment and systems. Landlord and Tenant agrees that Tenant shall provide in its tenant's leases, for tenants to be located in the top one hundred (100) feet of the Tower, that such tenant is subject to re-location if re-location is made necessary by Coweta County in the future for its public safety and other communication equipment and systems. Landlord and Coweta County, however, do agree to work with Tenant to accommodate other tenants within the top one hundred (100) feet so long as Coweta County's and other Agencies' current and future public safety and other communication equipment and systems are not detrimentally affected. Tenant and Landlord agree that the rights of Coweta County and other Agencies to locate public safety and other communications equipment and systems within the top one hundred (100) feet of the Tower shall be free of charge for the term of this Agreement. The rights set forth above in this paragraph shall be hereinafter referred to as "First Priority Rights."

All capitalized terms are specifically defined within the Lease Agreement.

{Signatures commence on the following page}

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____
[NOTARY SEAL]

LANDLORD:
**COWETA COUNTY DEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

Address: _____

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____
[NOTARY SEAL]

TENANT:
MUNICIPAL COMMUNICATIONS, LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

Address: _____

Exhibit "1"

PROPOSED LEASE AREA
MUNICIPAL COMMUNICATIONS, LLC
"SENOIA"
ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1st District, City of Senola, Coweta County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; Thence along a tie line, North 67°01'41" West, 281.22 feet to a point and the true POINT OF BEGINNING; Thence running, North 86°03'29" West, 487.12 feet to a point; Thence, North 03°56'29" East, 201.62 feet to a point; Thence, South 89°00'40" East, 487.77 feet to a point; Thence, South 03°56'31" West, 226.75 feet to a point and the true POINT OF BEGINNING.

Said tract contains 2.3952 ACRES (104,334 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.

PROPOSED 50' INGRESS-EGRESS EASEMENT
MUNICIPAL COMMUNICATIONS, LLC
"SENOIA"
ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1st District, City of Senola, Coweta County, Georgia and being more particularly described as follows:

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Said tract contains 1.4166 ACRES (61,707 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.

PROPOSED 20' INGRESS-EGRESS & UTILITY EASEMENT
MUNICIPAL COMMUNICATIONS, LLC
"SENOIA"
ATL 103

Together with a proposed ingress-egress and utility easement lying and being in Land Lots 248 and 249, 1st District, City of Senoia, Coweta County, Georgia and being described by the following centerline data:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; thence, South 87°29'31" East, 153.62 feet to a point and the true POINT OF BEGINNING; Thence running, South 31°19'24" West, 93.40 feet to a point; Thence, South 02°26'26" West, 185.01 feet to a point; Thence, 12.42 feet along a curve to the left, having a radius of 8.00 feet and being scribed by a chord bearing South 42°01'17" East, 11.21 feet to a point; Thence, South 86°29'00" East, 106.80 feet to a point; Thence, 10.56 feet along a curve to the right, having a radius of 8.00 feet and being scribed by a chord bearing South 48°39'27" East, 9.81 feet to a point; Thence, South 10°49'55" East, 104.91 feet to a point; Thence, South 15°46'51" East, 75.50 feet to a point; Thence, South 20°43'16" East, 205.34 feet to a point; Thence, South 34°15'56" East, 95.94 feet to a point; Thence, South 46°54'37" East, 251.08 feet to the ENDING at a point on the Northern right-of-way line of Howard Road (having a 50 foot right-of-way).

As shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.

