LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2016 (the "Effective Date"), by and between the City of Hapeville, Georgia (the "Landlord") and the Hapeville Development Authority (the "Tenant").

W I T N E S S E T H:

1. PREMISES. The property hereby leased to Tenant is a portion of that certain lot or parcel being identified by the Fulton County Property Tax Records for tax purposes as Parcel Identification Number 14- 0095LL0131, including all improvements thereupon (collectively, the "Premises).

2. TERM; POSSESSION; AGENCY.

GRANT. In consideration of the rents herein agreed to be paid and of the covenants and agreements herein made by the respective parties hereto, Landlord demises and leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the terms and conditions herein provided, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

APPOINTMENT OF AGENT. It is contemplated that contemporaneously with the execution of this Lease, the Tenant shall enter into an option agreement and long-term ground lease (the "Towercom Agreement"), a copy of which Towercom Agreement is attached hereto as Exhibit B and incorporated herein by reference, with a third-party, Towercom V, LLC ("Towercom"). In such Towercom Agreement, the Tenant shall irrevocably, without the written consent of the Landlord, appoint and assign the Landlord to be its agent for the purposes of the administration of such Towercom Agreement. The Landlord shall, for all purposes, be empowered to receive and respond to all correspondence from Tenant, to make and implement all decisions related to the administration of this Towercom Agreement, to receive and keep, without accounting, all compensation, consideration, and receipts from Tenant and others flowing from the terms of such Towercom Agreement to sue and be sued on behalf of and in the name of the Tenant for all issues regarding such Towercom Agreement, and to otherwise be fully and completely responsible for all actions necessary to implement the terms and conditions thereof, unless otherwise expressly provided in the terms of said Towercom Agreement.

TERM. The Lease Term shall commence on the date that the Towercom Agreement is executed (the "Commencement Date"), and shall continue so long as the lease contemplated in the Towercom Agreement (the "Towercom Lease") remains in effect (the "Expiration Date"). However, in no event shall the Lease Term exceed thirty-five (35) years. Subject to the terms, covenants and agreements contained herein, Tenant shall have and hold the Premises for the entire Term.

POSSESSION. Tenant's taking possession of the Premises shall be conclusive evidence as against Tenant that the Premises were in satisfactory condition when Tenant took possession. Tenant acknowledges that it has inspected the Premises and hereby accepts the Premises "AS IS" with no representation or warranty by Landlord as to the condition of the Premises or their

suitability for Tenant's proposed use thereon, and with no promise by Landlord or its agents to repair or improve the Premises. **TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, AS TO ANY ASPECT OF THE PREMISES WHATSOEVER. NO PERSON ACTING ON BEHALF OF LANDLORD IS AUTHORIZED TO MAKE AND, BY EXECUTION HEREOF, THE TENANT ACKNOWLEDGES THAT NO PERSON HAS MADE (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT), ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTEE OR PROMISE REGARDING THE PREMISES; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTEE, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF LANDLORD SHALL BE VALID OR BINDING UPON LANDLORD. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.**

3. RENT AND OTHER FEES. Tenant and Landlord hereby expressly agree that one hundred percent (100%) of any fees and rent paid to Tenant for the Premises owed by Towercom pursuant to the Towercom Agreement shall be payable to Landlord (the "Rent"). Landlord may arrange for payment of said fees and rent payments by Towercom directly to Landlord's address set forth in Section 8 below.

4. ASSIGNMENT AND SUBLETTING. Except for the sublease or assignment to Towercom pursuant to the Towercom Agreement for construction and construction of a telecommunications tower on the Premises, Tenant shall not assign this Lease or any interest therein, or license or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder. The consent of Landlord to any one assignment, license or sublease pursuant hereto shall not be deemed to be a waiver of the provisions of this Section with respect to any subsequent assignment or sublease. No assignment or sublease shall impose any obligations on Landlord or otherwise affect any of the rights of Landlord under this Lease nor shall it affect or reduce any of the obligations of Tenant hereunder, and all such obligations shall continue in full effect as obligations of a principal and not as obligations of a guarantor or surety to the same extent as though no assignment or subletting had been made.

5. CONDITION PRECEDENT. This Lease is contingent on the Tenant and Towercom successfully executing and entering into the Towercom Agreement attached hereto as Exhibit B and incorporated herein. Should the Towercom Agreement fail to be activated, whether by the fault of Tenant, Towercom, or both, this Lease shall be of no further force or effect whatsoever.

6. EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

(a) The Towercom Agreement enters a state of Default (as defined in said Towercom Agreement), is terminated, or otherwise expires.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any Section or chapter of the Bankruptcy Reform Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder, which are not dismissed within one hundred and twenty (120) days thereof.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall desert or vacate any substantial portion of the Premises.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Section 6), and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, provided, however, that in the event such default cannot reasonably be cured within said thirty (30) day period, Tenant shall be deemed to be in compliance with this subparagraph if it pursues all reasonable means to cure and such default is in fact cured within sixty (60) days after written notice to Tenant, provided that Tenant shall not be entitled to more than one such notice and cure period during any twelve (12) month period.

7. REMEDIES. Upon the occurrence of any such events of default in Section 6 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel and remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution and receive the Rent thereof; and relet the same at such amount as Landlord deems reasonable and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting, including all costs and expenses associated with such reletting including without

limitation reasonable attorneys' fees, brokers' commissions and tenant upfit work. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

(c) Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the term of this Lease; and Tenant agrees to reimburse Landlord, on demand for any expenses which Landlord may incur in thus effecting compliance with that which Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provision and covenants herein contained. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of the Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the term, provisions and covenants herein contained.

8. NOTICES. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

All Rent and other payments required to be made to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Any obligations to pay Rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlord.

Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail postage prepaid, Certified or Registered Mail, return receipt requested, addressed to the

parties hereto at the respective addresses set out below, or at other such address as they have theretofore specified by written notice delivered in accordance herewith.

LANDLORD:

City of Hapeville, Georgia
3468 North Fulton Avenue
Hapeville, Georgia 30354
Attn: City Manager
Phone: 404-669-2100
E-mail: wwhitson@hapeville.org

TENANT:

Hapeville Development Authority
3468 North Fulton Avenue
Hapeville, Georgia 30354
Attn: Chairman
E-mail: katrinabradbury@comcast.net

With a copy to:

Fincher Denmark & Minnifield, LLC
8024 Fairoaks Court
Jonesboro, Georgia 30236
Attn: City Attorney
E-mail: sfincher@fdmlegal.com

If and when included within the term "Landlord," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant," as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this Section 8 to the same effect as if each had received such notices.

9. INDEMNITY.

(a) To the extent allowed by law, Landlord shall indemnify Tenant and save it harmless from suits, actions, damages, liability and expense (including attorneys' fees and expenses of litigation relating thereto and to this indemnity) in connection with loss of life, bodily or personal injury, for property damage, arising from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Tenant of

Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, invitees, or licensees;

(b) Landlord shall be responsible or liable to Tenant or to those claiming by, through, or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of person(s) occupying premises which are adjacent, connecting or adjoining to the Premises;

(c) Tenant shall give prompt notice to Landlord of any claims or potential claims that could result in suits, actions or liability or of any instances of fire or accidents in the Premises or of defects therein or in any fixtures or equipment;

10. MISCELLANEOUS. Words of any gender used in this Lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise required.

(a) The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. Landlord shall have the right to assign any of its rights and obligations under this Lease. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

(b) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(c) Tenant agrees from time to time, within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, if applicable, the unexpired term of this Lease, and such other matters pertaining to this Lease as may be requested by Landlord. It is understood and agreed that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlord's execution of this Lease.

(d) This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

(e) All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, including,

without limitation, all improvements, fixtures, heating and air conditioning systems and equipment therein, in good condition and repair, normal wear and tear for the intended use excepted**.** All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefor upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

(f) In the event of a transfer by Landlord of its interest in the Premises and the assumption in writing by Landlord's transferee of Landlord's obligations under the terms of this Lease, then in such event Landlord shall be released from any further obligations and liabilities under the terms of this Lease.

(g) If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(h) This Lease shall be treated as an offer, with such offer subject to the withdrawal or non-acceptance by Landlord, and this Lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto.

(i) All references in this Lease to “the date hereof” or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

(j) Time is of the essence of this Lease.

(k) This Lease shall be governed, controlled and construed in accordance with the laws of the State of Georgia. The state and federal courts located in Fulton County, Georgia, shall have exclusive jurisdiction over all matters arising out of this Lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the _____ day of _____, 2016.

LANDLORD:

City of Hapeville, Georgia

(SEAL)

By:_____

Print Name: _____

Title: Mayor

Attest
By: _____
Clerk

TENANT:

Hapeville Development Authority

(SEAL)

By:_____

Print Name: _____

Title: Chairman

Attest
By: _____
Title: _____

EXHIBIT A
DESCRIPTION OF PREMISES

[See Attached]

EXHIBIT B
TOWERCOM AGREEMENT

[See Attached]