

Contract No. 1104891

**PINNACLE TOWERS, LLC
(Annual Contract with 4 Options to Renew)**



Between

DeKalb County, Georgia

and

**PINNACLE TOWERS, LLC
2000 Corporate Drive
Canonsburg, PA 15317
Phone: (724) 416-2837
Fax: 713-570-3100
Attention: David Whipkey**



Date: March 28, 2018
To: DEKALB COUNTY GA
Attention: Janet Anderson
Regarding: DEKALB COUNTY GA / /
BUN: 871851 / / Stone Mtn. / App # 402850

Dear Janet Anderson:

Please find enclosed for your review and execution by an authorized signatory of DEKALB COUNTY GA, the document for the above-referenced wireless communication facility. If you have any questions regarding the details of the document, please contact Megan Williams at 724-416-2679.

Crown Castle now accepts digital signature, please follow the prompts within this document.

We will continue to execute documents that require Notary and Memorandums of Lease (MOLs) with ink signatures as required for notary and recording purposes. If an MOL is required, please send your partially executed MOL to the address below for review and full execution. For pre-approval of your MOL, you may send a soft copy to Licensing.DocumentExecution@CrownCastle.com, referencing the Crown Castle Business Unit and the words MOL in the subject line.

If you choose not to execute electronically, you have the option to print out 2 copies of the document, sign in ink and mail back to Crown Castle at the address below. Please include the name, e-mail, phone number, and physical street address of the individual to whom the signed document should be returned. Note: FedEx and UPS cannot deliver to a Post Office box.

Crown Castle
Attn: Licensing Document Execution
2000 Corporate Drive
Canonsburg, PA 15317

Questions may be directed to DocumentExecution@CrownCastle.com or by phone at 1-844-753-8828.

Thank you,

Contract Specialist
Crown Castle



Customer Site Name: N/A
Customer Site No.: N/A

Crown Site Name: Stone Mtn.
JDE Business Unit: 871851
License Identifier: 576860

ROOFTOP LICENSE AGREEMENT

THIS ROOFTOP LICENSE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, (the "Effective Date"), between Pinnacle Towers LLC, a Delaware limited liability company, Pinnacle Towers Inc., a Delaware corporation was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004, with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and DeKalb County Police Department, a Georgia corporation, with its principal place of business at West Exchange Place Financial Services, Tucker, Georgia 30084 ("Licensee").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" Any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjustment Date" The date on which the Basic Payment shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern, as described in Section 2.3 below.

"Base Fee" For the purposes of Section 5.2 below, the then-current Basic Payment.

"Basic Payment" The consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below and subject to adjustment as described in Section 5.2 below.

"Basic Payment Commencement Date" January 1, 2018.

"Building" The building or structure on which the Site is located.

"Building Use Fees" Any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor to the Landlord) imposed by the Landlord or any Government Entity with respect to Licensee's installation and operation of Equipment on, or Licensee's access to and use of, the Building, the Site and the Licensed Space (e.g., afterhours access fees, government inspection fees, etc.).

Prepared by: D. Whipkey

Prepared on: 2/1/2018

Revised on: 3/29/18

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“Building Rules” If any, the rules and regulations issued by the owner of the Building from time to time, as described in Section 2.2 below.

“Conveyance” Including, without limitation, any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

“Environmental Law(s)” The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Equipment” Licensee’s communications equipment including, but not limited to Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other personal property.

“Equipment Removal Date” The date on which the Equipment is removed from the Site.

“FAA” The Federal Aviation Administration.

“FCC” The Federal Communications Commission.

“Government Entity” Any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“Hazardous Material” Any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted; (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products; (iii) PCBs; (iv) lead; (v) asbestos; (vi) flammable explosives; (vii) infectious materials; or (viii) radioactive materials.

“Installation Standards” The “Installation Standards” or its successor, issued by Licensor from time to time, as described in Section 2.2 below.

“Intermodulation Study” A study to determine whether an RF interference problem may arise, as described in Section 2.3 below.

“Intermodulation Study Fee” The fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the fee shall be

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reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Landlord” The party under the Prime Lease (i.e., the lessor, sublessor, licensor or grantor) that granted to Licensor its rights in the Site.

“Laws” Any and all laws, regulations, rules, guidelines, directives or requirements promulgated by Government Entities, including, without limitation any and all Environmental Laws.

“Lender” Any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Space” That portion of the Site which is licensed to Licensee hereunder.

“Licensee” The party named as “Licensee” in the first paragraph hereof and its successors in interest.

“Licensor” The party named as “Licensor” in the first paragraph hereof and its successors in interest.

“Modification” (i) Any modification to the Equipment as specified herein or an approved Site Engineering Application; (ii) any alterations in the frequency ranges or FCC licensed allocation or power levels specified herein or in an approved Site Engineering Application; (iii) any addition of Equipment or occupation of additional space, or relocation of Equipment on the rooftop, or relocation of equipment shelter space; or (iv) any repair to the Equipment that affects building loading capacity.

“Modification Application Fee” The fee payable by Licensee to Licensor in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application with respect to a Modification.

“Prime Lease” The lease(s), sublease(s), management agreement(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Licensor derives its rights in the Site and/or which contain(s) restrictions on use of the Site, as described in Article 18 below.

“Prior Agreement” If applicable, any prior oral or written agreements between the parties with respect to the subject matter described herein, including, without limitation, Licensee’s co-location and use of the Equipment described herein at the Site.

“Pro Rata Share” The fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%).

“Radiofrequency Exposure Study” A study performed after the installation of or Modification to Licensee’s Equipment to determine whether the rooftop radiofrequency environment is in compliance with FCC rules for radiofrequency emissions.

“Radiofrequency Exposure Study Costs” The fee payable by Licensee to Licensor to defray Licensor’s costs incurred in (i) preparing or obtaining a Radio Frequency Exposure Study, and (ii) adjusting or reconfiguring Licensee’s Equipment, as may be required to bring the rooftop radiofrequency environment in compliance with FCC rules for radiofrequency emissions. The

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amount of the fee shall be reasonably commensurate with the scope and complexity of the subject Radio Frequency Exposure Study and, if applicable, the work to bring the rooftop radiofrequency environment in compliance with FCC rules for radiofrequency emissions.

“Regulatory Compliance Costs” The reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

“Retrieval Period” If applicable, the agreed upon period during which Licensee may retrieve from Licensor any Equipment that is removed by Licensor in accordance with Section 26.3 below.

“RF” Radio frequency.

“Security Deposit” The amount that Licensee is required to deposit with Licensor in accordance with Section 5.6 below.

“Security Instrument” Any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

“Site” The property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Site Application Fee” The fee paid by Licensee to Licensor to evaluate a Site Engineering Application to determine whether the building and Site have sufficient capacity to accommodate the Equipment.

“Site Engineering Application” The application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application is attached to, and incorporated into, this Agreement as **Exhibit B**.

“Site Plan” The site plan or site sketch referred to in Section 2.2 below, a copy of which is attached hereto as **Exhibit C**.

“Structural Analysis” An engineering analysis performed to determine whether the physical and structural capacity of the building are sufficient to accommodate the proposed Equipment, which analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Structural Analysis Fee” The fee payable by Licensee to Licensor with respect to Licensor’s performance of a Structural Analysis. The amount of the Structural Analysis Fee shall be negotiated by the parties.

“Subsequent Use” Any installation or modification to Licensor’s or another user’s equipment subsequent to the installation or modification of the Equipment as described in Section 6.1 below.

“Term” The term of this Agreement, as set forth in Article 4 below.

“Term Commencement Date” January 1, 2018.

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**2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS,
CONDITIONS PRECEDENT, ACCEPTANCE OF SITE**

2.1 **The Site.** The Site consists of certain premises on the roof of, and/or within, and/or adjacent to a certain building located on a certain parcel of property, located at the top of Stone Mountain in the City of Stone Mountain, the County of DeKalb, and the State of Georgia, which property is described or shown in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment at the Site within the Licensed Space, as such Equipment and Licensed Space is described in, and subject to, the approved Site Engineering Application attached hereto as **Exhibit B** and as shown in the Site Plan attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed at the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) at the Site. Such license is subject to the Installation Standards and the Building Rules (if any) and is restricted exclusively to the installation, operation and maintenance of antennas and other Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**. Copies of the Installation Standards and the Building Rules (if any) will be provided by Licensor to Licensee upon its request. Licensee shall, at its sole expense, keep and maintain the Licensed Space and its Equipment located thereon in good and operable condition during the Term. All installations and operations in connection with this Agreement shall comply with all federal, state and local laws, codes and regulations, and Licensor assumes no responsibility for the licensing, operation and maintenance of the Equipment. With respect to the installation of any Equipment not already installed at the Site pursuant to a Prior Agreement, if Licensee fails to install the total number of permitted antennas and transmission lines as described in **Exhibit B** and **Exhibit C** within one hundred eighty (180) days of commencement of its initial installation of such Equipment, the right to install any such antennas and lines not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such Equipment after such one hundred eighty (180) day period; provided, however, Licensee may thereafter install the remainder of the previously permitted but uninstalled Equipment for no increase to the Basic Payment, subject to available capacity at the Site, as determined by Licensor. Licensee shall provide written notice to Licensor prior to installing and coordinate with Licensor with respect to the installation of, the remainder of the previously permitted but uninstalled Equipment after such one hundred eighty (180) day period. In the event that Licensor determines that the Building or Site cannot accommodate such Equipment, then Licensee may not install such Equipment.

2.3 **Application for Modifications.** Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study, Radiofrequency Exposure Study, or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the cost thereof. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation.

2.4 **Conditions Precedent to Installation of Equipment or Modification.** With respect to the installation of Equipment not already installed pursuant to a Prior Agreement and Modifications to Equipment, and notwithstanding anything to the contrary herein, the parties agree that Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease to allow Licensor to license the Licensed Space to Licensee; (ii) a Site Engineering Application has been approved by Licensor; (iii) the Site Application Fee (or Modification Application Fee), Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study, if any, have been paid; (iv) Licensee has received all required permits, if any, for its installation of, or Modification

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to, the Equipment and all required regulatory or governmental approvals of Licensee's proposed use of the Site, and Licensor has received, reviewed, and accepted copies of such required permits, if any, and such required regulatory or governmental approvals; and (v) Licensor has received a waiver of any applicable rights of first refusal in and to the space or Licensed Space that Licensee identifies in the Site Engineering Application. With respect to Licensee's initial installation of Equipment at the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days of the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party, provided, however, the foregoing right to terminate this Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right has not been exercised by either party. Upon satisfaction of all conditions precedent, Licensor shall provide written notice to Licensee to confirm said satisfaction.

2.5 Performance of Work. Licensee shall engage Licensor to provide all services related to the installation, Modification, and removal of Licensee's Equipment. With respect to each such engagement, Licensee shall pay to Licensor a fee equal to cost plus the greater of (i) One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) or (ii) fifteen percent (15%). Licensor shall provide to Licensee all as-built drawings and other installation documentation required by Licensor within forty-five (45) days of completion of any installation or Modification of Licensee's Equipment.

2.6 Acceptance of Licensed Space and Site. By executing and delivering this Agreement with respect to the Site, Licensee: (i) acknowledges that Licensor has performed all obligations with respect to the Site that arose prior to the Term Commencement Date; (ii) accepts the Building, the Licensed Space at the Site as suitable for the purposes for which the Licensed Space at the Site is licensed; (iii) accepts the Building, the Licensed Space and any structure on the Site and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iv) waives any claims against Licensor related to defects in the Building, the Licensed Space or Site and its appurtenances, their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder. Licensee acknowledges and agrees that Licensor shall not be responsible for the condition, maintenance and repair of the Site or the Building except as may be set forth in the Prime Lease.

2.7 Licensor's Remedies for Undocumented Installation or Modification. In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies notwithstanding any other terms of this Agreement: (i) the right to collect from Licensee an administrative fee equal to six (6) times the Basic Payment, if payable monthly, or one-half (1/2) the Basic Payment, if payable annually, based on the amount of the Basic Payment at the time of said notice, plus the Site Application Fee, plus any costs incurred to assess the impact of the unauthorized installation or Modification; (ii) the right to collect from Licensee any direct and consequential damages; and (iii) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification. In the alternative to other remedies available to Licensor hereunder, Licensor may require Licensee to vacate the Site.

3. ACCESS, EMERGENCY SITUATIONS, USE OF SITE, ZONING APPROVAL, UTILITIES

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian ingress to and egress from the Site over the access areas designated for Licensor's use as described or shown in **Exhibit A**, on a 24 hour per day, 7 day per week basis, pursuant and subject, however, to any restrictions in the Prime Lease, for the purposes of maintaining, operating and repairing the Equipment, together with license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access to the Site or to the Licensed Space.

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3.2 Authorized Persons; Safety of Personnel. Licensee's right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, or persons under their direct supervision. Licensee shall not allow any person to climb a tower (if any) at the Site without ensuring that such person works for a vendor approved by Licensor for the subject work. Notwithstanding the foregoing, Licensee agrees that it shall engage Licensor to provide all services related to the installation, Modification, and removal of Licensee's Equipment pursuant to and in accordance with Section 2.5 above.

3.3 Notice to District Manager, Emergency Situations. Licensee agrees to provide Licensor's designated District Manager (or other designated person) prior notice of any access to be made by Licensee to the Site, except in the event of an emergency, in which event Licensee shall provide notice within twenty-four (24) hours following such emergency access. For the purposes hereof, an emergency shall be deemed to be Licensee's inability to transmit signals from or receive signals at the Site or a situation that reasonably appears to present an imminent risk of bodily injury or property damage. If Landlord or Licensor determines that an emergency situation exists whereby the continued operation of the Equipment shall cause substantial risk to human health or property damage as determined by Landlord or Licensor in its sole judgment, then Licensee shall promptly be notified verbally, and Licensee shall act diligently and expeditiously to remedy the emergency situation. Should Licensee fail to so remedy the emergency situation or should Landlord or Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the emergency, then Landlord or Licensor may shut down the Equipment for only so long as it takes to rectify the emergency and Licensee shall have no recourse against Landlord or Licensor as a result of such action.

3.4 Licensee's Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.

3.5 Permits, Authorizations and Licenses. Except as otherwise agreed by the parties, Licensee shall be solely responsible for obtaining, at its own expense, all permits, authorizations and licenses associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 Zoning Approval. Licensee must provide Licensor with copies of any zoning application or amendment that Licensee submits to the applicable zoning authority in relation to its installation or Modification of Equipment at the Site, at least seventy-two (72) hours prior to submission to the applicable zoning authority, and Licensor shall respond to Licensee within seventy-two (72) hours of its receipt of such zoning application or amendment, provided that if Licensor does not respond within said period, Licensor's approval shall be deemed to have been given. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment and/or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties, Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

3.7 Utilities. Licensee shall obtain electricity at the Site from Licensor. The cost of Licensee's electricity usage at the Site is included in the Basic Payment, and Licensee shall not be billed separately therefor. The installation of connection of Licensee's Equipment to Licensor's electrical supply at the Site shall be

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coordinated with Licensor and is subject to Landlord's prior consent or approval, as may be required by Landlord, the Building Rules and/or the Prime Lease. Licensee shall pay for all other utilities it uses at the Site.

3.8 Fees Imposed by Landlord or Any Government Entity. Licensee shall be solely responsible for any Building Use Fees.

4. TERM

4.1 Term of Agreement. The term of this Agreement shall commence on the Term Commencement Date and continue for a period of One (1) year(s), ending on the day immediately prior to the First (1st) anniversary of the Term Commencement Date at twelve o'clock (12:00 p.m.) EST (the "Term").

4.2 Automatic Term Renewal. The Term shall automatically extend for Four (4) renewal period(s) of One (1) year(s) each unless either party provides written notice to the other of its election not to renew the Term, at least Ninety (90) days prior to the end of the current Term.

4.3 Term Subject to Prime Lease. Notwithstanding the foregoing, if Licensor does not own the Site in fee, then the Term shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

5. CONSIDERATION

5.1 Basic Payment. Licensee shall pay to Licensor Three Thousand Eight Hundred Forty-Nine and 56/100 Dollars (\$3,849.56) per month (the "Basic Payment") for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Basic Payment Commencement Date, and on the first day of each month thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Pinnacle Towers LLC, PO Box 409250, Atlanta, GA 30384-9250. Licensee shall include the JDE Business Unit No. 871851 on or with each payment.

5.2 Adjustments to Basic Payment. The Basic Payment shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. The adjustment to the Basic Payment shall be calculated by the following formula:

The adjusted Basic Payment = "Base Fee + (Base Fee x 3%)".

5.3 Regulatory Compliance Costs. In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same.

5.4 Radiofrequency Exposure Study Costs. If a Radiofrequency Exposure Study is required by Licensor in connection with any installation of or Modification to Licensee's Equipment, then Licensee will be solely responsible for all related Radiofrequency Exposure Study Costs.

5.5 Taxes, Fees and Assessments. Licensee shall pay directly to the applicable Government Entity or to Licensor if Licensor is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by any Government Entity against the Equipment and/or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or

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other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site or against Licensor's improvements thereon. Licensor shall provide notice of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, its Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

5.6 Security Deposit. Notwithstanding anything to the contrary herein, Licensee shall, within fifteen (15) days from the date of full execution of this Agreement, deposit with Licensor the sum of Zero and 00/100 Dollars (\$0.00) (the "Security Deposit") as security for the full and faithful performance by Licensee of all obligations of Licensee under this Agreement or in connection with this Agreement, including, without limitation, the payment of Basic Payments during the Term and the removal of the Equipment from the Site upon the expiration or termination of this Agreement. In the event of default hereunder by Licensee (as described in Article 13 below), Licensor may use, apply or retain all or any part of the Security Deposit for the payment of: (i) any Basic Payment or any other sum of money which Licensee was obligated to pay but did not pay; (ii) any sum expended by Licensor on Licensee's behalf in accordance with the provisions of this Agreement; or (iii) any sum which Licensor may expend or be required to expend as a result of Licensee's default. The use, application or retention of the Security Deposit or any portion thereof by Licensor shall not prevent Licensor from exercising any other right or remedy provided for under this Agreement or at law and shall not limit any recovery to which Licensor may otherwise be entitled. In the event that during the Term Licensor uses, applies or retains any portion of the Security Deposit in accordance herewith, then Licensee shall, within fifteen (15) days of Licensor's written demand therefor, deposit with Licensor additional funds equal to that portion of the Security Deposit that was used, applied or retained by Licensor. The Security Deposit shall bear no interest. If legally permissible, Licensor shall be entitled to co-mingle the Security Deposit with Licensor's other funds. Notwithstanding the foregoing, in the event that Licensor has not used, applied or retained all of the Security Deposit prior to the Equipment Removal Date, then the Security Deposit or any balance thereof that remains as of the Equipment Removal Date shall be refunded to Licensee.

5.7 INTENTIONALLY OMITTED.

6. INTERFERENCE

6.1 Interference to Licensee's Operations. Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the Site controlled or owned by Licensor, whose equipment is installed or modified subsequently to Licensee's Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify Licensor in writing of such RF interference and Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference. Licensor further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Equipment following receipt of a notice of such interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor and/or other pre-existing uses of users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72)

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Crown Site Name: Stone Mtn.
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hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. Licensee shall not use the Licensed Space or the Site in any way that interferes with the use of the Building by Landlord or its tenants in the Building. The operation of Licensee's Equipment shall not interfere with the maintenance or operation of the Building, including, but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system servicing the Building and/or its occupants. Licensee shall not allow any excessive or objectionable levels of noise to be generated by its Equipment during normal operations. Licensee shall indemnify and hold Landlord and Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment or interference caused by Licensee to Landlord or its tenants in the Building.

7. RELOCATION OF EQUIPMENT BY LICENSOR

Licensor shall have the right to change the location of the Equipment upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern or coverage of the Equipment existing prior to the change, and such relocation shall be performed at Licensor's sole expense; provided, however, in the event that any such relocation is required upon the demand of Landlord and pursuant to the terms of the Prime Lease, then the terms of the Prime Lease shall apply with respect thereto (including, without limitation, any notice provisions set forth in the Prime Lease), and such relocation shall be performed at Licensee's sole expense. Licensee agrees to reasonably cooperate with Licensor to facilitate any relocation pursuant to this Section 7., and any such relocation shall be performed with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Building, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed. Licensee shall indemnify and hold harmless Licensor and Landlord from any loss incurred in connection with any such lien that is filed against the Licensed Space, the Building, the Site and any interest it or Licensor has therein.

10. INDEMNIFICATION

Licensee shall indemnify, defend and hold Licensor, and Licensor's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site. Licensee shall indemnify, defend and hold Licensor, its affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including

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Prepared on: 2/1/2018
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reasonable attorney's fees), resulting from or arising out of Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in the Prime Lease to the extent it is applicable to Licensee's access to and use of the Site, except to the extent that any such failure by Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in the Prime Lease have resulted from or arisen out of the negligence or willful misconduct of the Licensor and/or any of its contractors, subcontractors, servants, agents or invitees (excluding other licensees of Licensor).

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. Licensee shall ensure that its policy, and that its independent contractors' policies, be endorsed to cover Licensor as an additional insured on a primary and non-contributory basis with Licensor's policies on a form that does not exclude the concurrent negligence of the additional insured. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors of Licensee, which must provide coverage as separately specified by Licensor) shall obtain the following insurance coverage: (i) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit; (ii) commercial general liability covering bodily injury, death and property damage including, but not limited to, coverage for explosion, collapse and underground exposures (XCU) and products/completed operations with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000; (iii) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; (iv) umbrella liability insurance of \$5,000,000; and (v) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site. The commercial general liability limits identified above shall be increased on every tenth (10th) anniversary of this Agreement by twenty-five percent (25%) over the limit of insurance for the immediately preceding ten (10) year period. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed to do business in the state where the Site is located. All policies required to be provided pursuant to this section shall contain a waiver of subrogation in favor of Licensor. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall agree to provide a copy of said policies upon receipt of written request by Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, and the Site is not repaired or restored within ninety (90) days after the date of such damage (or such longer period as may be reasonably required under the circumstances), and the damage effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of the damage. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedies shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted and the aforementioned contingent right to terminate this Agreement. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure, acts of God or acts or omissions of third parties.

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

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12.2 **Condemnation.** If any part of the Site shall be taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Either of the following shall constitute an event of default hereunder: (i) Licensee's failure to either pay any amount due hereunder within ten (10) days of written notice from Licensor that said payment is delinquent; or (ii) either party's failure to cure any breach of any covenant of such party (not related to timeliness of payments) herein within thirty (30) days of written notice from the non-breaching party of said breach; provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the event of default by Licensee, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term and Licensor shall have the right to accelerate and collect said payments. If any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee agrees to pay Licensor a late fee of Thirty-Five and 00/100 Dollars (\$35.00) for each month or partial month that elapses until said payment is received by Licensor. Imposition of late fees is not a waiver of Licensor's right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in this Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder.

14. USE OF HAZARDOUS MATERIALS

The use of batteries, fuel tanks or any other Hazardous Materials at the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its Hazardous Materials at the Site. Licensee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on the Site in any manner prohibited by Law. Licensee shall indemnify and hold Licensor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Material on the Site if caused by Licensee or persons acting under Licensee.

15. GOVERNING LAW, VENUE

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by arbitration or litigation in said state or commonwealth.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may not be unreasonably withheld. Any such assignment shall be evidenced by a form provided by Licensor and executed by Licensor, Licensee and the assignee. Notwithstanding the foregoing, Licensee shall have the right to assign in whole its interest hereunder without the consent of Licensor, upon ninety (90) days prior written notice to Licensor, to Licensee's parent, to any of its wholly-owned subsidiaries, to any entity that controls, is controlled by or under common control with Licensee, or to any entity that owns or acquires all or substantially all of Licensee's assets or shares of ownership. Licensee shall not sublease or license its interest in this Agreement, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

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17. NOTICES

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: DeKalb County Police Department
1960 West Exchange Place
Tucker, GA 30084
Telephone Number: (404) 294-2044
Facsimile Number: N/A

As to Licensor: Pinnacle Towers LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000
Facsimile Number: (724) 416-2353

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE AGREEMENT

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease. A redacted copy of the Prime Lease is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, grantee or licensee as set forth in the Prime Lease to the extent they are applicable to the access to and use of the Site.

19. TERMINATION

19.1 **Withdrawal or Termination of Approval or Permit.** In the event any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

19.2 **Termination of Prime Lease.** In the event that the Prime Lease terminates for any reason, Licensor shall not be liable hereunder with respect to such termination and this Agreement shall be deemed to have terminated effective as of the date of the termination of the Prime Lease.

20. NO WAIVER

No provision of this Agreement will 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.

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Prepared on: 2/1/2018
Revised on: 3/29/18

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21. NON-DISCLOSURE

The parties agree that without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement to Landlord, to the owner or manager of the building, to any of its lenders or creditors, or to third parties that are existing or potential lessees or licensees of space at the Site, as may be reasonably necessary with respect to the operation, leasing, licensing and marketing of the Site, including, without limitation, terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests and terms relating to Licensee's Equipment installed, or to be installed, on the tower for the purposes of structural analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 Subordination. Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) the Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 Non-Disturbance. The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 Liability of Parties. Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

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23. ENVIRONMENTAL REPORTS

Licensee may commission any "Phase I" environmental assessments at its own expense, and shall provide copies of reports based on such studies to Licensor. "Phase II" environmental assessments must be approved by Licensor prior to initiation and a Phase II Environmental Investigation Access Agreement must be executed if Licensee will use its contractor to perform the study. Notwithstanding the foregoing, the performance of any environmental study at the Site is subject to any restrictions in the Prime Lease.

24. COMPLIANCE WITH LAWS

Licensor assumes no responsibility for compliance with any Laws applicable to Landlord, Licensee or any other user of the Site other than Licensor, including, without limitation, FCC and FAA regulations, Laws relating to the Site, the Licensed Space and the Building, Laws relating to the placement or operation of Licensee's Equipment, and Laws relating to health, human safety and the environment, including, without limitation, Environmental Laws pertaining to Hazardous Materials and worker exposure. Notwithstanding the foregoing, Licensee will notify Licensor if it observes any non-compliance with Laws with respect to the Site, the Licensed Space and the Building. Licensor shall not be responsible for the removal or abatement of any Hazardous Materials, nor shall it be responsible for correcting or abating any other violations of Laws or permits, including, without limitation, any violations of FAA or FCC regulations or permits, except as may otherwise be required under the Prime Lease.

25. HOLDOVER FEE

Licensee shall engage Licensor to remove its Equipment from the Site prior to the expiration or termination of this Agreement. Should Licensee fail to engage Licensor to remove Licensee's Equipment from the Site after the expiration or termination of this Agreement, no tenancy or interest in the Site shall result, but this "holding over" shall be an unlawful detainer and all such Equipment shall be subject to immediate removal. Licensee shall, upon demand, pay to Licensor, as a holdover fee, a sum equal to one and one-half (1 ½) times the Basic Payment, if payable monthly, or one-eighth (1/8) the Basic Payment, if payable annually (based on the amount of the Basic Payment at the time of said expiration or termination), for each month or partial month during which Licensee shall "hold over" at the Site after the expiration or termination of this Agreement. Notwithstanding the foregoing, Licensor may, in its sole discretion, remove such Equipment pursuant to the terms and subject to the conditions set forth in Article 26 below.

26. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT

26.1 Removal of Equipment. Licensee shall surrender the Licensed Space upon termination or expiration of this Agreement. Prior to such termination or expiration and in accordance with Article 25 above, Licensee shall engage Licensor to remove from the Site the Equipment, together with any other property placed on the Site by Licensee. When removing such Equipment and other property placed on the Site by Licensee, Licensor shall, at Licensee's sole expense, promptly repair any damage to the Site and the Licensed Space caused by such removal, reasonable wear and tear excepted. Licensee shall not remove, or engage or otherwise cause any entity other than Licensor to remove, its Equipment and other property from the Site at anytime.

26.2 Failure to Engage Licensor to Remove Equipment. Upon any failure of Licensee to engage Licensor to remove the Equipment and any other property of Licensee pursuant to this Article 26, Licensor shall have the right, but not the obligation, to remove same at Licensee's sole expense.

26.3 Retrieval of Removed Equipment. Licensee shall immediately retrieve its Equipment and other property at the time of its removal, provided that if Licensee and Licensor agree in writing upon a different time period during which Licensee may retrieve such Equipment and other property ("Retrieval Period"), then Licensor

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Prepared on: 2/1/2018
Revised on: 3/29/18

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shall store such equipment during the Retrieval Period until it is retrieved by Licensee. Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee. Upon its retrieval of such Equipment and other property, Licensee shall immediately pay to Licensor all removal and storage costs, if any, associated with the removal and storage such Equipment and other property, plus an administrative charge equal to fifteen percent (15%) of the total of said removal and storage costs.

26.4 **Abandoned Equipment.** If Licensee's Equipment and other property is not retrieved by Licensee immediately at the time of its removal (or prior to the expiration of the Retrieval Period, if applicable), then such Equipment and other property shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party. With respect to any Equipment and other property that is deemed abandoned by Licensee pursuant to this Article 26, Licensee shall reimburse Licensor for the cost of removing, storing and disposing of such abandoned Equipment and other property, plus an administrative charge equal to fifteen percent (15%) of the total of said removal, storage and disposal costs. Licensor shall invoice Licensee for same, and said invoice shall be paid by Licensee within fifteen (15) days of its receipt thereof.

27. STEALTHING SYSTEM OR OTHER REQUIREMENTS OF THE LANDLORD

Licensee understands that the aesthetics of the Building are of paramount importance to Landlord, and Licensee acknowledges that its installation may have an impact on the aesthetics of the Building. For this reason, Landlord may require that a rooftop antenna stealthing or screening system be installed to conceal Licensee's Equipment that may be installed on the Building. The rooftop antenna stealthing or screening system, if applicable, will be installed at Licensee's sole cost and expense and shall become a fixture of the Building and shall be deemed personal property of Landlord. Thereafter, Licensor shall have the right to locate other antennas or equipment behind the rooftop antenna stealthing or screening system, at its sole discretion, subject to the interference provisions set forth in this Agreement. Licensee understands and acknowledges that Landlord may impose other conditions to co-location by Licensee on the Site pursuant to the Prime Lease and agrees that it will comply with such conditions, at its sole cost and expense.

28. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Term Commencement Date, and the terms of this Agreement shall govern with respect to all matters occurring on or after the Term Commencement Date.

[Remainder of Page Intentionally Left Blank]

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: Stone Mtn.
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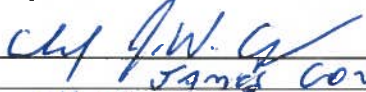
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Licensor
Pinnacle Towers LLC

By: 
Print Name: Kelly Stoner
Title: Manager,
Contract Development

Date: 5/21/18

Licensee
DeKalb County Police Department

By: 
Print Name: James Conroy
Title: CHIEF OF POLICE

Date: 5/25/18

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

 by Dir.(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

7-19-18

APPROVED AS TO SUBSTANCE:

Date

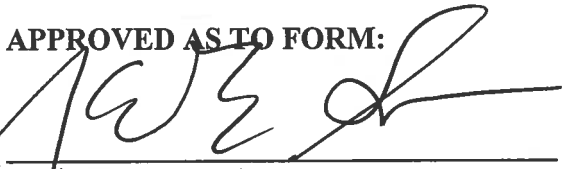

Department Director

ATTEST:



BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:


Asst. County Attorney Signature

Asst. Kendric E. Smii
County Attorney Name (Typed or Printed)

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: Stone Mtn.
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EXHIBIT A to Rooftop License Agreement

SITE AND ACCESS DESCRIPTIONS

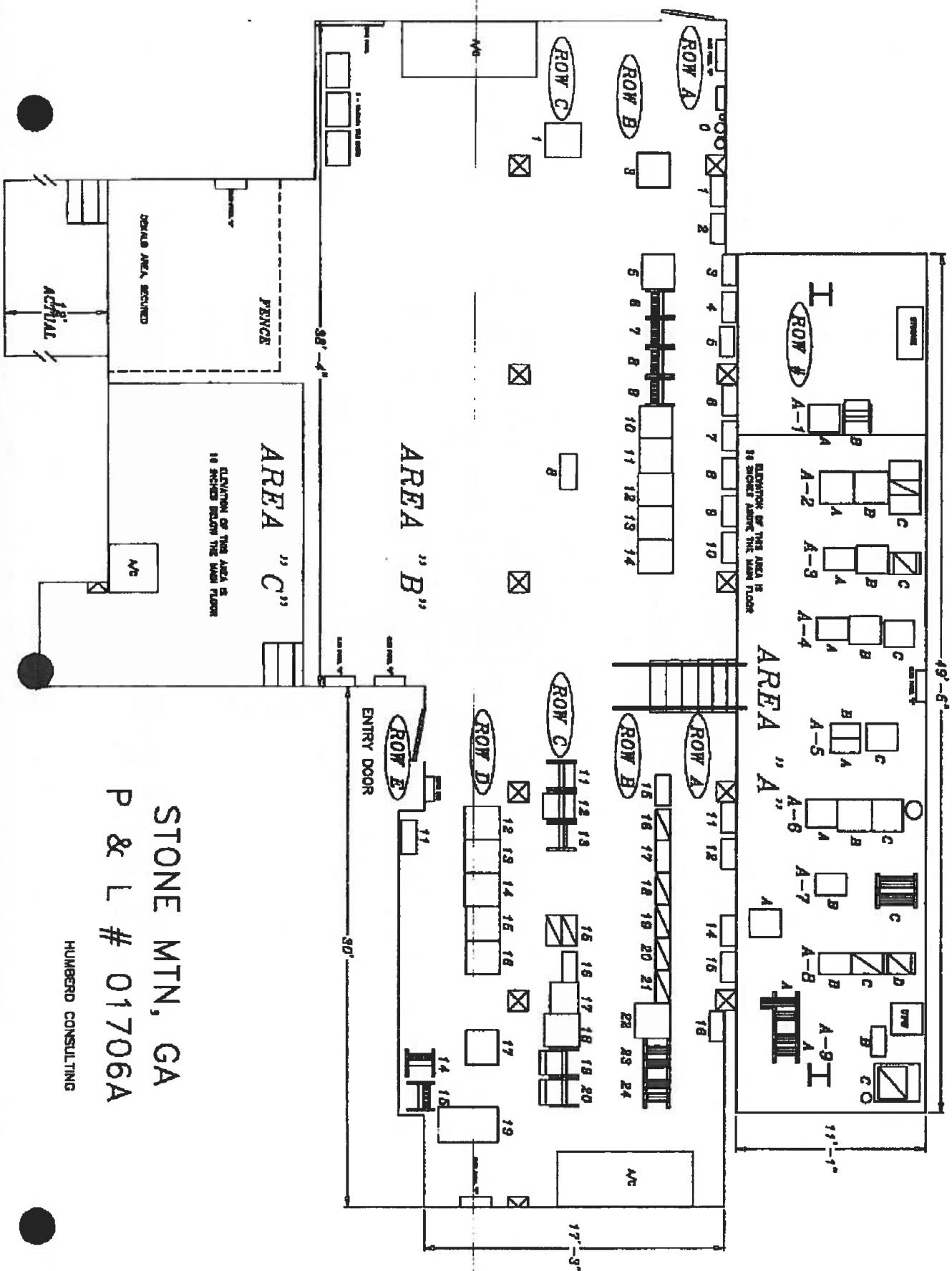
See attached

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

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CROWN CASTLE STANDARD FORM RLA 09-22-11

Approximately 2000 square feet in basement of the Top of the Mountain Building to be used as the equipment room exclusively by Pinnacle and its licensees, and a designated area, as shown in the drawing make apart of this exhibit along with use of the grid area inside the rooftop of the premises for the placement of antennas.



Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: Stone Mtn.
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EXHIBIT B to Rooftop License Agreement

APPROVED SITE ENGINEERING APPLICATION

See attached

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

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CROWN CASTLE STANDARD FORM RLA 09-22-11



Customer Approved:

Application ID: 402850

Revision # 2 Submitted: Aug 10 2017

Submitted By: Mandie Kennedy

Original Submit Date: Aug 10 2017

Desired Install Date: N/A

Reason for Application: License Only

JDE Job Number 455111

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA: Stand Alone Agreement - TLA
Company: DEKALB COUNTY POLICE DEPARTMENT
Address: 1960 WEST EXCHANGE PLACE FINANCIAL SERVICES
City/Town: TUCKER
State: GA **Postal Code:** 30084
Customer Job Number: N/A
Customer Payment Reference: N/A
Customer Site Name: N/A
Customer Site Number : N/A

Site Information

Crown Castle Site Name: Stone Mtn.
Crown Castle Site ID: 871851
Crown Castle District: Georgia
Address: on top of Stone Mtn
City/Town: STONE MOUNTAIN
State: GA **Postal Code:** 30086
County: DeKalb
Latitude: 33° 48' 19.56" **Longitude:** -84° 8' 43.35"
Structure Type: ROOFTOP **Structure Height:** 0 ft

Legal Entity Information

Operating Legal Entity: DEKALB COUNTY POLICE DEPARTMENT
Primary Contact: Janet Anderson **Phone:** 770-724-7549
E-mail: JaAnderson@dekalbcountyga.gov **Fax:** x
Address: 1960 WEST EXCHANGE PLACE
City/Town: TUCKER **State:** GA **Postal Code:** 30084
RF Contact: N/A **Phone:** N/A
E-mail: N/A

Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies		Receive		MHZ/GHZ
				Transmit Start	Transmit Stop	Start	Stop	

Antenna Information

Pos.	Cust Mount Class / CAD	Line Mount			Leg or Face	Mfg. / Model	Transmit		Receive		Use Orient	Status
		Elev	Level	Azimuth			Svc Start	Stop	Start	Stop		
N/A	N/A a N/A	N/A	N/A	N/A	N/A	N/A					N/A	N/A
D	N/A a N/A	30	N/A	1	N/A	RFS/CELWAVE 10017-3					Upright	Installed
F	N/A a N/A	30	N/A	1	N/A	RFS/CELWAVE 10017-3					Upright	Installed
A	N/A a N/A	35	N/A	0	N/A	RFS/CELWAVE 10017-3					Upright	Installed
B	N/A a N/A	35	N/A	0	N/A	RFS/CELWAVE 10017-3					Upright	Installed
E	N/A a N/A	35	N/A	0	N/A	RFS/CELWAVE 10017-3					Upright	Installed
C	N/A a N/A	36	N/A	0	N/A	RFS/CELWAVE 10017-3					Upright	Installed

f

Feedline Information

Pos.	Customer	Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
N/A		N/A		Primary: Secondary: N/A					
D		N/A	1	Primary: ANDREW Secondary: N/A	AVA6-50	80.0	N/A	N/A	Installed
F		N/A	1	Primary: ANDREW Secondary: N/A	AVA6-50	80.0	N/A	N/A	Installed
A		N/A	1	Primary: ANDREW Secondary: N/A	AVA6-50	85.0	N/A	N/A	Installed
B		N/A	1	Primary: ANDREW Secondary: N/A	AVA6-50	85.0	N/A	N/A	Installed
E		N/A	1	Primary: ANDREW Secondary: N/A	AVA6-50	85.0	N/A	N/A	Installed
C		N/A	1	Primary: ANDREW Secondary: N/A	AVA6-50	86.0	N/A	N/A	Installed

Optional Component Information

Pos.	Customer	Mount Class	Qty.	Mfg.	Tower Mounted Equipment			Status
					Model	Type	Elevation	
N/A		N/A		N/A	N/A	N/A	N/A	N/A
D		N/A	N/A	N/A	N/A	N/A	N/A	N/A
F		N/A	N/A	N/A	N/A	N/A	N/A	N/A
A		N/A	N/A	N/A	N/A	N/A	N/A	N/A
B		N/A	N/A	N/A	N/A	N/A	N/A	N/A

E	N/A	N/A	N/A	N/A	N/A	N/A	N/A
C	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Power Requirements

VAC	Need Crown Power	Phase	Amps
240	No	N/A	0

Lease, Pad, and Building Requirements

Building

Building Id #:	N/A						
Building Type:	INSHLTR						
	Length	Width	Height	SQ. Footage	Irregular SQ. Footage	Status	
Lease	9ft 0in	11ft 0in	N/A N/A	99.0	N/A	INSTLLD	
Pad	N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A	
Building	N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A	

Other Pad Requirements

No cabinets, dishes or other pads exist for this application

Number of Existing Cabinets:	7
Number of Proposed Cabinets:	0

Generator Requirements

No generators exist for this application

Battery Requirements

Type	Qty.	Mfg.	Model	Is Battery Backup Required?	No
N/A	0	N/A	N/A		
N/A	0	N/A	N/A		

Comments/Additional Information

Comments:

This application is to renew the DeKalb County Police Department's license. The DeKalb County Police Department has equipment within Crown's building.

**Indicates where Cut Sheet data has been entered.

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
6	RFS/CELWAVE	10017-3	OMNI	171.48 IN	2.75 IN	2.75 IN	24.0 LBS	280.8 IN2
1	N/A **	N/A **	Specification not available.					

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
6	ANDREW	AVA6-50	1-1/4	1.56 IN

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: Stone Mtn.
JDE Business Unit: 871851
License Identifier: 576860

EXHIBIT C to Rooftop License Agreement

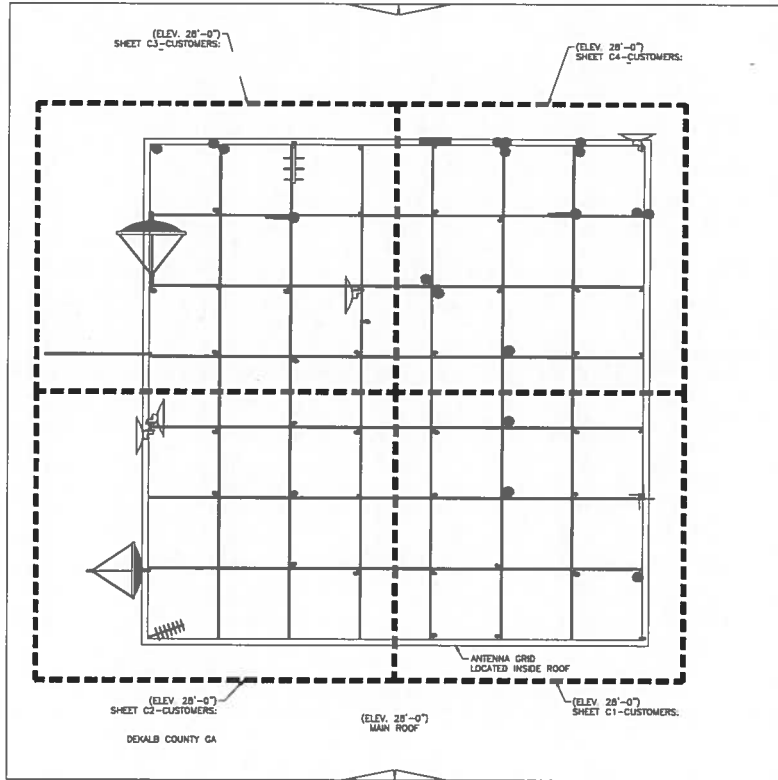
SITE PLAN OR SITE SKETCH; LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF (1) EQUIPMENT BUILDING/FLOOR SPACE, (2) UTILITIES SERVING THE LICENSE SPACE AND
LICENSEE'S EQUIPMENT, AND (3) ANY OTHER INSTALLATION BY LICENSEE AT THE SITE

See attached

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

20

CROWN CASTLE STANDARD FORM RLA 09-22-11



CROWN'S LOGO



CROWN REGION ADDRESS
USA

SPACE RESERVED FOR PROFESSIONAL SEALS

NO	DATE	DESCRIPTION
1	11/14/10	FOR RFP FOR BIDDING
2	11/14/10	FOR RFP FOR BIDDING
3	11/14/10	FOR RFP FOR BIDDING
4	11/14/10	FOR RFP FOR BIDDING
5	11/14/10	FOR RFP FOR BIDDING
6	11/14/10	FOR RFP FOR BIDDING
7	11/14/10	FOR RFP FOR BIDDING
8	11/14/10	FOR RFP FOR BIDDING
9	11/14/10	FOR RFP FOR BIDDING
10	11/14/10	FOR RFP FOR BIDDING
11	11/14/10	FOR RFP FOR BIDDING
12	11/14/10	FOR RFP FOR BIDDING
13	11/14/10	FOR RFP FOR BIDDING
14	11/14/10	FOR RFP FOR BIDDING
15	11/14/10	FOR RFP FOR BIDDING
16	11/14/10	FOR RFP FOR BIDDING
17	11/14/10	FOR RFP FOR BIDDING
18	11/14/10	FOR RFP FOR BIDDING
19	11/14/10	FOR RFP FOR BIDDING
20	11/14/10	FOR RFP FOR BIDDING
21	11/14/10	FOR RFP FOR BIDDING
22	11/14/10	FOR RFP FOR BIDDING
23	11/14/10	FOR RFP FOR BIDDING
24	11/14/10	FOR RFP FOR BIDDING
25	11/14/10	FOR RFP FOR BIDDING
26	11/14/10	FOR RFP FOR BIDDING
27	11/14/10	FOR RFP FOR BIDDING
28	11/14/10	FOR RFP FOR BIDDING
29	11/14/10	FOR RFP FOR BIDDING
30	11/14/10	FOR RFP FOR BIDDING

DRAWN BY: JW
CHECKED BY:
DRAWING DATE: 11/02/10

SITE NUMBER: _____
 SITE NAME: _____
 SITE NAME: _____
 STONE MTLN: _____
 BUSINESS UNIT NUMBER: _____
 871851
 SITE ADDRESS: _____
 ON TOP OF STONE MTLN
 STONE MOUNTAIN, GA 30086
 DEVALB COUNTY
 USA
 SHEET TITLE: _____
 28 FT LEVEL
 SHEET NUMBER: _____

Customer Site Name: N/A
Customer Site Number: N/A

Crown Site Name: Stone Mtn.
JDE Business Unit: 871851
License Identifier: 576860

EXHIBIT D to Rooftop License Agreement

PRIME LEASE AGREEMENT

See attached

Prepared by: D. Whipkey
Prepared on: 2/1/2018
Revised on: 3/29/18

21

CROWN CASTLE STANDARD FORM RLA 09-22-11

FIFTH AMENDMENT TO RENTAL AGREEMENT

THIS FIFTH AMENDMENT TO RENTAL AGREEMENT ("Fifth Amendment") is made effective this 13 day of November, 2016, by and between **STONE MOUNTAIN MEMORIAL ASSOCIATION**, with a mailing address of 2027 Old Hugh Howell Road, Stone Mountain, GA 30083 ("Landlord") and **PINNACLE TOWERS LLC**, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to state of Delaware conversion on April 4, 2004, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Rental Agreement (the "Original Agreement") dated as of November 8, 1999, as amended by that certain First Amendment of Rental Agreement dated December 16, 2004 (the "First Amendment"), that certain Second Amendment of Rental Agreement dated December 17, 2007 (the "Second Amendment"), that certain Third Amendment to Rental Agreement dated September 9, 2009 (the "Third Amendment"), and that certain Fourth Amendment to Rental Agreement dated July 29, 2013 and Restated Fourth Amendment to Rental Agreement dated October 29, 2013 (collectively, the "Fourth Amendment") (the Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are collectively referred to herein as the "Rental Agreement"), whereby Landlord, as the owner of the real property commonly known as Stone Mountain Park, Stone Mountain, GA, having a parcel number of 18 089 17 022 in the records of DeKalb County, Georgia Clerk of Superior Court – Real Estate Division (the "Property"), leased to Tenant a portion of the Property (the "Leased Premises"); and

WHEREAS, the current term of the Rental Agreement is set to expire on May 31, 2020, with one (1) remaining renewal term of five (5) years; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Rental Agreement to grant four (4) additional extension terms as described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. For all purposes of this Fifth Amendment, unless otherwise expressly provided herein or unless the context in which such term is used indicates a contrary intent, the capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Rental Agreement.

2. Incorporation of Recitals and Exhibits. All recitals set forth above and exhibits attached hereto (if any) are incorporated into this Fifth Amendment by reference as if fully set forth herein.

3. Renewal Terms. Tenant is granted four (4) additional five (5) year renewal terms, in addition to the one (1) remaining five (5) year renewal term granted under Section 4 of the Fourth Amendment, which renewal terms will commence automatically upon the expiration of the immediately preceding term unless Tenant notifies Landlord of its intention not to renew at least ninety (90) days prior to the expiration of the then current term. All terms and conditions of

Site Name: Stone Mountain
BU# 871851
(B2611*56.2)

By: (Initials) ACR Date 12-19-16 Doc Type I
BUN: 871851 Lease/Lc 157663

the Rental Agreement shall be applicable to the Leased Premises during the renewal term. The term of the Rental Agreement, when taking into consideration all renewal terms, will expire on May 31, 2045, unless terminated earlier pursuant to the terms of the Rental Agreement.

4. Termination Rights; Effect of Termination. Either party may terminate the Rental Agreement at any time, without cause, by providing the other party with one hundred eighty (180) days' prior written notice. Upon termination, the Rental Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that: (i) any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date; and (ii) any provision hereof which, by its nature, is intended to survive the termination of the Rental Agreement shall so survive.

5. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Fifth Amendment and to perform all of Landlord's obligations under the Rental Agreement as amended hereby.

(b) Except as expressly identified in this Fifth Amendment, Landlord owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Rental Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Landlord shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate, or satisfy any mortgages, deeds of trust, liens, or other encumbrances affecting the Property.

(d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Leased Premises.

(e) Tenant is not currently in default under the Rental Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Rental Agreement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Rental Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Rental Agreement as amended hereby.

6. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Fifth Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord's property on which the Leased Premises is located is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in monthly rental payments to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from monthly rental payments.

7. Notices. As of the Effective Date, Tenant's notice address is: Pinnacle Towers LLC c/o Crown Castle USA Inc., Attn: Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317.

8. Counterparts. This Fifth Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Ratification. Except as modified herein, the Rental Agreement is hereby ratified, approved and confirmed upon all the terms, covenants, and conditions. In all other respects, the remainder of the Rental Agreement shall remain in full force and effect. Any portion of the Rental Agreement that is inconsistent with this Fifth Amendment is hereby amended to be consistent.

10. Miscellaneous. All the terms and provisions of this Fifth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The headings in this Fifth Amendment are for convenience of reference and shall not limit or otherwise affect the meaning hereof. This Fifth Amendment shall be governed by and construed in accordance with the laws of the state in which the Leased Premises is located.

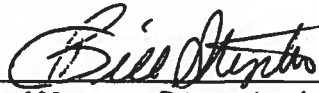
11. Amendment to Fourth Amendment. This Fifth Amendment fully amends and restates the legal description used for the Leased Premises in the Fourth Amendment and any memoranda thereof.

[Signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Fifth Amendment to be duly executed on the day and year first written above.

LANDLORD:

STONE MOUNTAIN MEMORIAL ASSOCIATION, a body politic existing under the law of the state of Georgia

By: 
Printed Name: Bill Stephens
Title: CEO

TENANT:

PINNACLE TOWERS LLC,
a Delaware limited liability company

By: 
Printed Name: Lisa A. Sedgwick
Title: RET Manager

11/23/16

RESTATED FOURTH AMENDMENT TO RENTAL AGREEMENT

THIS RESTATED FOURTH AMENDMENT TO RENTAL AGREEMENT (the "Amendment") is made and entered into on this the October 29th, 2013 (the "Effective Date"), by and between Stone Mountain Memorial Association ("Stone Mountain"), a body politic existing under the law of the state of Georgia and Pinnacle Towers LLC ("Pinnacle"), a Delaware limited liability company.

WITNESSETH:

WHEREAS, Stone Mountain and Pinnacle are parties to that certain Rental Agreement (as amended and assigned, the "Original Agreement") dated as of November 9, 1999, as amended by that certain First Amendment of Rental Agreement dated December 16, 2004 (the "First Amendment"), that certain Second Amendment of Rental Agreement dated December 17, 2007 (the "Second Amendment") and that certain Third Amendment to Rental Agreement dated September 9, 2009 (the "Third Amendment") (the Original Agreement, First Amendment, Second Amendment and Third Amendment are collectively referred herein as the "Rental Agreement"); and

WHEREAS, under the Rental Agreement, Pinnacle leases a portion of the premises, commonly known as Stone Mountain, Dekalb County, Georgia, and has been granted certain access and utility easements in connection therewith, which premises are more specifically described in the Rental Agreement; and

WHEREAS, the current term is set to expire on May 31, 2015, with one (1) remaining renewal term of five (5) years;

WHEREAS, Stone Mountain and Pinnacle desire to enter into this Amendment to grant one (1) additional renewal term of five (5) years;

NOW, THEREFORE, and in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **Defined Terms.** For all purposes of this Amendment, unless otherwise expressly provided herein or unless the context in which such term is used indicates a contrary intent, the capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Rental Agreement.
2. **Incorporation of Recitals and Exhibits.** All recitals set forth above and exhibits attached hereto (if any) are incorporated into this Amendment by reference as if fully set forth herein.
3. **Commencement Date.** The parties hereby ratify and affirm that the Commencement Date of the Rental Agreement was June 2, 2000.
4. **Extension Terms.** Pinnacle is granted one (1) additional five (5) year renewal term in addition to the one (1) remaining five (5) year renewal term granted under Section 2 of the Third Amendment, which renewal terms will commence automatically upon the expiration of the immediately preceding term unless Pinnacle notifies Stone Mountain of its intention not to

renew at least ninety (90) days prior to the expiration of the then current term. All terms and conditions of the Rental Agreement shall be applicable to the Premises during the renewal term. The term of the Rental Agreement, when taking into consideration all renewal terms, will expire on May 31, 2025, unless terminated earlier pursuant to the terms of the Rental Agreement.

5. **Notices.** As of the Effective Date, Pinnacle's notice address is: Pinnacle Towers LLC c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317.

6. **Warranties and Representations of Parties.** Stone Mountain and Pinnacle hereby warrant and represent to each other that (i) it has the legal right, power and authority to enter into this Amendment to consummate the transactions contemplated hereby, and (ii) the execution, delivery and performance of this Amendment have been duly authorized by such party and no other action is requisite to the valid and binding execution, delivery and performance of this Amendment.

7. **Remainder of Agreement Unaffected.** Except as set forth herein, the Rental Agreement shall remain unmodified and in full force and effect, and Stone Mountain and Pinnacle do hereby ratify and confirm the Rental Agreement, as modified and amended hereby. To the extent there is a conflict between the terms and conditions of the Rental Agreement and this Amendment, this Amendment shall control.

8. **Counterparts.** This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. **Supersedes Fourth Amendment; Entire Agreement.** This Amendment replaces and supersedes that certain Fourth Amendment to Rental Agreement dated July 29, 2013 evidence of which was recorded with the Clerk of Superior Court, DeKalb County, Georgia in Deed Book 23972, Page 89 on August 20, 2013. This Amendment contains all the terms and provisions between Stone Mountain and Pinnacle relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same, including, without limitation, any e-mail correspondence between the parties in connection with this Amendment, shall be of any force or effect.

10. **Miscellaneous.** All the terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The headings in this Amendment are for convenience of reference and shall not limit or otherwise affect the meaning hereof. This Amendment shall be governed by and construed in accordance with the laws of the state in which the Premises is located.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Stone Mountain and Pinnacle have hereunto set their hands as of the date first written above.

STONE MOUNTAIN:

STONE MOUNTAIN
MEMORIAL ASSOCIATION

By: *Bill Stephens*
Name: Bill Stephens
Title: CEO

WITNESSES:
Signed, Sealed and Delivered in the presence of:

Duane Studdard

Printed name: Duane Studdard

Debbie Blihovde

Printed name: Debbie Blihovde

ACKNOWLEDGEMENT

STATE OF Georgia §

COUNTY OF Morgan §

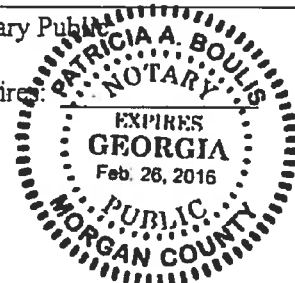
1.
On this 28 day of October, 2013, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared Bill Stephens, as CEO of STONE MOUNTAIN MEMORIAL ASSOCIATION, a body politic existing under the law of the state of Georgia, on behalf of said entity, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing instrument for the purposes, intents and consideration therein contained, as his/her free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

Patricia A. Boulis
Signature of Notary Public

Patricia A. Boulis
Printed Name of Notary Public

My Commission Expires:



PINNACLE:

PINNACLE TOWERS LLC,
a Delaware limited liability company

By: *[Signature]*
Name: Lisa A. Sedgwick
Title: RET Manager

WITNESSES:
Signed, Sealed and Delivered in the presence of:

[Signature]
Printed name: THERESA LITTLE

[Signature]
Printed name: MATTHEW BLANSOET

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

2.

On this 29th day of October, 2013, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared Lisa A Sedgwick, as RET Manager of **PINNACLE TOWERS LLC**, a Delaware limited liability company, on behalf of said entity, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing instrument for the purposes, intents and consideration therein contained, as his/her free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.



Carolyn T Moores
Signature of Notary Public

Carolyn T. Moores
Printed Name of Notary Public:

My Commission Expires: 8-26-17

THIRD AMENDMENT TO RENTAL AGREEMENT

THIS THIRD AMENDMENT TO RENTAL AGREEMENT ("Amendment") is made effective this 9th day of September 2009, by and between the **STONE MOUNTAIN MEMORIAL ASSOCIATION** ("Stone Mountain"), a body corporate and politic existing under the law of the state of Georgia, and having a mailing address of P. O. Box 689, Stone Mountain, Georgia 30086 and **PINNACLE TOWERS LLC** ("Pinnacle"), a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to state of Delaware conversion on April 4, 2004, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Stone Mountain and Pinnacle entered into that certain Rental Agreement dated November 9, 1999 (the "Original Agreement"), as amended by that certain First Amendment of Rental Agreement dated December 16, 2004 (the "First Amendment") and that certain Second Amendment of Rental Agreement dated December 17, 2007 ("Second Amendment") (the Original Agreement, First Amendment and Second Amendment are collectively referred to herein as the "Rental Agreement"); and

WHEREAS, under the Rental Agreement, Pinnacle leases a portion of the premises commonly known as Stone Mountain, Dekalb County, Georgia, and has been granted certain access and utility easements in connection therewith, which premises are more specifically described in the Rental Agreement; and

WHEREAS, the Rental Agreement is currently in an Extended Term that will expire on May 31, 2015 (the "Current Extended Term"), and Stone Mountain and Pinnacle desire to amend the Rental Agreement to provide for, among other things, one (1) additional five (5) year extension term beyond the Current Extended Term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Stone Mountain and Pinnacle agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Rental Agreement.

BU# 871851
Stone Mtn.

for file in AMB Date 10/11/09 Doc Type 1
Jr: 871851 LEGAL/LIC 157663

2. Extension Term. The parties agree that Pinnacle shall have the option to extend the Rental Agreement for one (1) additional five (5) year term beyond the Current Extended Term. Pinnacle may exercise such option by providing thirty (30) days written notice to Stone Mountain prior to the expiration of the Current Extended Term.

3. Right to Terminate. In the event the monthly rental due and payable under the Rental Agreement decreases to a rate that when annualized will be less than the monthly rental due and payable remains at such decreased rate for three (3) consecutive months, Stone Mountain shall have the right to terminate the Rental Agreement by providing Pinnacle with ninety (90) days prior written notice of such termination, provided, however, that should Pinnacle provide evidence reasonably satisfactory to Stone Mountain prior to the expiration of such ninety (90) day period that monthly rental will be increasing to a level in excess of such threshold, within the following ninety (90) days, then such notice of termination shall be void and this Lease will continue pursuant to its terms.

4. IRS Form W-9. Stone Mountain agrees to provide Pinnacle with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Pinnacle. In the event the property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Pinnacle with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new landlord. Stone Mountain's failure to provide the IRS Form W-9 within thirty (30) days after Pinnacle's request shall be considered a default and Pinnacle may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

5. Remainder of Rental Agreement Unaffected. In all other respects, the remainder of the Rental Agreement shall remain in full force and effect. Any portion of the Rental Agreement that is inconsistent with this Amendment is hereby amended to be consistent.

[Signature pages follow]

IN WITNESS WHEREOF, Stone Mountain and Pinnacle have caused this Amendment to be duly executed on the day and year first written above.

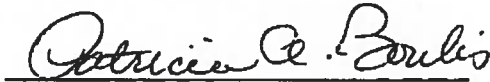
Signed, sealed and delivered in the presence of:

STONE MOUNTAIN:

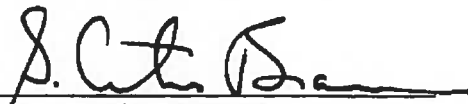
STONE MOUNTAIN MEMORIAL ASSOCIATION

_____

Print Name: Gail Durham
Unofficial Witness

_____

Print Name: Patricia Boulis
Notary Public
My Commission Expires: March 2012

By: _____
Name: G. Curtis Branscome
Title: CEO

[Seal]



Signed, sealed and delivered in the presence of:

PINNACLE:

PINNACLE TOWERS LLC,
a Delaware limited liability company

By: Global Signal Services LLC,
a Delaware limited liability company,
its manager

Elmer G Harris

Print Name: Elmer G Harris
Unofficial Witness

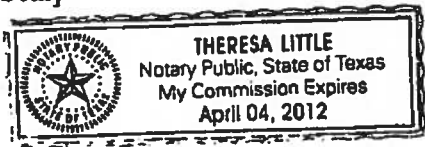
Theresa Little

Print Name: THERESA LITTLE
Notary Public
My Commission Expires: 4-4-12

By: *Lisa Sedgwick*

Name: Lisa Sedgwick
Title: RET Manager

[Seal]



IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed under Seal on the day and year first written above.

Signed, sealed and delivered
in the presence of:

Barbara L. Jenkins
Unofficial Witness
Barbara L. Jenkins
Notary Public
My Commission Expires: 03/20/09

STONE MOUNTAIN:
Stone Mountain Memorial Association

By: [Signature]
Name: G. C. Bronscome
Its: CEO

[SEAL]



Site Name: Stone Mtn.
BUN: 871851

SECOND AMENDMENT OF RENTAL AGREEMENT

THIS SECOND AMENDMENT TO RENTAL AGREEMENT (the "Amendment") is made effective this 17 day of December, 2007, by and between Stone Mountain Memorial Association ("Stone Mountain") having a mailing address of Post Office Box 689, Stone Mountain, Georgia 30086 and Pinnacle Towers LLC, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to a state of Delaware conversion on April 4, 2004 ("Pinnacle") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Stone Mountain and Pinnacle entered into and executed that certain Rental Agreement dated November 9, 1999, as amended by that certain First Amendment of Rental Agreement dated December 16, 2004 (collectively, the "Rental Agreement") for the use of a portion of Stone Mountain's property for cellular communication purposes (the "Premises"); and

WHEREAS, Stone Mountain and Pinnacle desire to amend the terms of the Rental Agreement, as more particularly described hereinafter.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Stone Mountain and Pinnacle agree as follows:

1. **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Rental Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Stone Mountain and Pinnacle ratify, confirm and adopt the Rental Agreement as of the date hereof. Except as otherwise expressly amended herein, all the terms and conditions of the Rental Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Rental Agreement and this Amendment, the Amendment shall govern and control.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Rental Agreement.

3. **Rent Change** The Rental Agreement is amended to provide annual rent as follows:

"Notwithstanding any language in the Rental Agreement to the contrary, on the first day of the month following complete execution of this Amendment and on the first day of each subsequent month during the remainder of the Rental Agreement Term, including any renewal terms, the monthly rental for the Premises shall be Seventy percent (70%) of the rental, license or similar payments actually received by Pinnacle during the preceding month from any lease, sublease, license, right of use or similar agreement with any third party (a "Third Party") in the operation of its rights under the Rental Agreement (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Pinnacle). Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under the Rental Agreement. Pinnacle shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the premises subject to the Rental Agreement and there shall be no express or implied obligation of Pinnacle to do so. No later than thirty (30) days after the last calendar day of the

year, beginning in 2009 for the year 2008, Stone Mountain shall be provided with an annual audit listing all Third Party Agreements and revenues generated from Pinnacle's use of the premises under the Rental Agreement.

4. Utilities. The first (1st) and second (2nd) sentences of paragraph 13.1 of the Rental Agreement shall be deleted and replaced with the following:

"Pinnacle shall pay to Stone Mountain as monthly utility expense the amount of Two Hundred and No/100's Dollars (\$200.00) for each Third Party actually located on the Premises during any portion of the preceding month. Pinnacle shall notify Stone Mountain within fifteen (15) days of any addition or removal of any Third Party "

5. Right to Terminate. Either party shall have the right to terminate this Rental Agreement, at any time, without cause, by providing the other party with at least twelve (12) months prior written notice.

6. Effective Date. The effective date of this Amendment shall be the first day of the month following complete execution.

7. Remainder of Agreement Unaffected. Except as herein expressly modified and amended, the Site Agreement shall remain unchanged and is hereby ratified and affirmed and shall remain in full force and effect.

8. Counterpart Originals. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

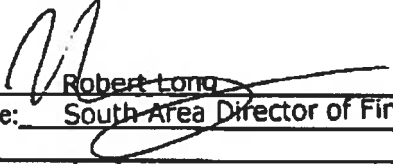
IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be duly executed under Seal on the day and year first written above.

Signed, sealed and delivered
in the presence of:

PINNACLE:

Pinnacle Towers LLC, a Delaware limited
liability company
By: Global Signal Services LLC, a Delaware
limited liability company


Unofficial Witness

By: 
Name: South Area Director of Finance
Its: 12/31/07


Notary Public
My Commission Expires:

Clara Hendricks
Notary Public
Cobb County
State of Georgia
My Comm. Expires August 2, 2009

[SEAL]

FIRST AMENDMENT OF RENTAL AGREEMENT

This First Amendment of Rental Agreement ("Amendment") is made this 16th day of December 2004, by and between Pinnacle Towers LLC, successor in interest to Pinnacle Towers Inc. by state of Delaware name change ("Pinnacle"), and Stone Mountain Memorial Association ("Stone Mountain").

BACKGROUND

WHEREAS, Stone Mountain and Pinnacle are parties to that certain Rental Agreement dated November 8, 1999, ("Rental Agreement"); and

WHEREAS, the parties wish to modify the terms of the Rental Agreement, as more particularly described hereinafter.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of [REDACTED] mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stone Mountain and Pinnacle hereby agree as follows:

1. The Background recitals hereinabove are true and correct and are incorporated herein by this reference.

2. Stone Mountain and Pinnacle hereby acknowledge, ratify, and confirm, each party's interest in and to the Rental Agreement, that the Rental Agreement is in full force and effect, that there are no existing defaults pursuant to the terms of the Rental Agreement, and that each has full right and authority to execute this instrument. To the extent this Amendment conflicts with the terms of the Rental Agreement, the terms of this Amendment shall prevail.

3. The terms and provisions of the Rental Agreement are hereby restated and incorporated herein by this reference, amended only as more particularly described hereinafter.

4. Extension of Rental Agreement Term. The term of the Rental Agreement is extended for an additional period commencing June 1, 2005 and ending on May 31, 2010 (the "Extended Term") with the option for Pinnacle to renew such Rental Agreement for an additional five year period commencing on June 1, 2010 upon thirty days written notice to Stone Mountain prior to the expiration of the Extended Term, unless sooner terminated as provided in the Rental Agreement. Stone Mountain and Pinnacle agree that execution of this Amendment by both parties is effective to extend the term, and any other conditions for extension contained in the Rental Agreement are hereby waived for the purposes of this renewal term. Following the extension of the term pursuant to this Amendment, the provisions of the Rental Agreement shall govern any additional extensions of the term.

5. Rent Change. Section 5 of the Rental Agreement is hereby amended to provide annual rent, effective as of June 1, 2005, in the amounts outlined as follows:

- June 1, 2005 – May 31, 2006:
- June 1, 2006 – May 31, 2007:
- June 1, 2007 – May 31, 2008:
- June 1, 2008 – May 31, 2009:
- June 1, 2009 – May 31, 2010:

Such annual rent shall be due and payable in twelve equal monthly installments on or before the first day of each prior calendar month during the Extended Term and any renewal term. At any time during the term of this Amendment, in the event Pinnacle determines that its Rent Revenue (as defined below) derived from the premises is equal to or less than or any consecutive twelve month period commencing on or after June 1, 2004, the parties agree and acknowledge that Pinnacle shall have the right to re-negotiate the terms of the Rental Agreement and this Amendment by providing written notice to Stone Mountain of the same (the "Renegotiation Right"). If Pinnacle exercises such Renegotiation Right and a new Amendment is not reached within 60 days of the date of the written notice exercising such Renegotiation Right, Pinnacle shall have the right to terminate the Rental Agreement by providing Stone Mountain 30 days prior written notice terminating the Rental Agreement. For purposes of this Amendment, "Rent Revenue" shall mean the total amount of rent (except such portion, if any, that represents a direct pass-through cost such as utilities or taxes) paid by all subtenants of Pinnacle's installed at the premises whether pursuant to a written or unwritten lease, license, or other similar agreement, as modified, renewed, or assigned, provided such subtenant was in place, or had executed an agreement with Pinnacle, as of the termination or expiration of the Rental Agreement.


6. Effective Date of Amendment. The effective date of this Amendment shall be June 1, 2005. It is understood and agreed by Stone Mountain and Pinnacle that any and all of Pinnacle's covenants and obligations in this Amendment shall become effective as of the said effective date, including, but not limited to, the payment of the adjusted rent as designated in Section 5.

7. Except as modified herein, all of the terms, covenants and conditions of the Rental Agreement are hereby ratified and confirmed, and shall be and remain in full force and effect.

8. This Amendment may be executed in counterparts, each of which shall constitute an original instrument. Upon the request of Pinnacle, Stone Mountain shall immediately execute a memorandum of this Amendment (or a memorandum of the Rental Agreement, as modified hereby) which instrument may be placed of record.

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

PINNACLE:
Pinnacle Towers LLC
By: Global Signal Services LLC,
its Manager

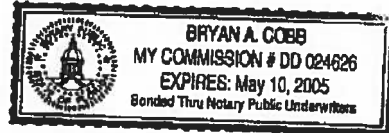
By: 
Name: Jason Catalini
As Its: Director of Contracts
[Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

I, a Notary Public of the County and State aforesaid, certify that Jason Catalini personally appeared before me this day and acknowledged that he is the Director of Collection of Global Signal Services LLC, and is personally known to me or produced Contracts Administration identification, and who acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 21 day of December, 2004

Bryan A. Cobb
Notary Public - State of Florida
Printed Name: Bryan A. Cobb
My Commission Expires: May 10, 2005



STONE MOUNTAIN MEMORIAL ASSOCIATION:

By: [Signature]
Name: G.C. Branscom
As Its: Chief Executive Officer
[Seal]

State of Georgia
County of Morgan

I, the undersigned Notary Public of said County and State, do hereby certify that on this day personally appeared before me, Curtis Branscom, who is known to me or produced _____ as identification, and who acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 16th day of DECEMBER, 2004



Patricia A. Boulis
Notary Public - State of GA
Printed Name: Patricia A Boulis
My Commission expires: 4/27/08

Delaware

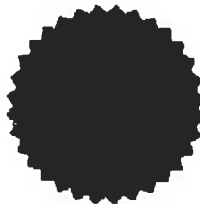
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "PINNACLE TOWERS INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PINNACLE TOWERS INC." TO "PINNACLE TOWERS LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 2004, AT 10:08 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2499194 8100V
040254820



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3039098

DATE: 04-07-04

**CERTIFICATE OF CONVERSION TO LIMITED LIABILITY COMPANY
OF
PINNACLE TOWERS INC.
TO
PINNACLE TOWERS LLC**

This Certificate of Conversion to Limited Liability Company, dated as of April 7, 2004, is being duly executed and filed by Pinnacle Towers Inc., a Delaware corporation (the "Company"), and Stephen W. Crawford, as an authorized person of Pinnacle Towers LLC, a Delaware limited liability company (the "LLC"), to convert the Company to the LLC, under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.) and the General Corporation Law of the State of Delaware (8 Del. C. § 101, et seq.) (the "GCL").

1. The Company's name when it was originally incorporated was Pinnacle Towers Inc. and immediately prior to the filing of this Certificate of Conversion to Limited Liability Company the Company's name was Pinnacle Towers Inc.

2. The Company filed its original certificate of incorporation with the Secretary of State of the State of Delaware and was first incorporated in the State of Delaware on April 17, 1995, and was incorporated in the State of Delaware immediately prior to the filing of this Certificate of Conversion to Limited Liability Company.

3. The name of the LLC into which the Company shall be converted as set forth in its certificate of formation is Pinnacle Towers LLC.

4. The conversion of the Company to the LLC has been approved in accordance with the provisions of Section 265 of the GCL.

5. The conversion of the Company to the LLC shall be effective upon the filing of this Certificate of Conversion to Limited Liability Company and a certificate of formation with the Secretary of State of the State of Delaware.

6. This Certificate of Conversion shall be effective on April 7, 2004.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Conversion
to Limited Liability Company as of the date first above written.

Pinnacle Towers Inc.

Pinnacle Towers LLC

By: _____

Name: David S. Cohen
Title: President

By: _____

Name: Michael W. Crawford
Title: Authorized Person of the LLC

(Please Sign - Certificate of Conversion)

State of Georgia

County of Dekalb

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered into this 8th day of Nov., 1999, by and between the **STONE MOUNTAIN MEMORIAL ASSOCIATION**, Party of the First Part, body corporate and politic created and existing under the laws of the State of Georgia, pursuant to O.C.G.A. 12-3-91, et seq, hereinafter referred to as "Association", whose business address is Post Office Box 689, Stone Mountain, Georgia 30086 and **Pinnacle Towers, Inc.**, whose address is 1549 Ringling Blvd., Third Floor, Sarasota, Florida 34236.

WITNESSETH THAT:

WHEREAS, Association previously has entered in various license agreements for use of Stone Mountain in Stone Mountain Park, Dekalb County, Georgia for radio frequency telecommunications purposes. Such license agreements are set forth in EXHIBIT "A" to this Agreement and are hereinafter collectively referred to as the "Existing Licenses", and

WHEREAS, Association has provided certain space on Stone Mountain for the installation, operation and maintenance of radio transmitting and receiving equipment for use by the licensees of the Existing Licenses; and

WHEREAS, Association has agreed with Pinnacle to rent such space to Pinnacle in order that Pinnacle may redesign, reconstruct and consolidate such radio transmitting and receiving equipment and provide certain radio frequency telecommunications services to the licensees of the Existing Licenses and to other licensees and subtenants of Pinnacle.

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, Association and Pinnacle agree as follows:

1.

PREMISES RENTED

Association hereby rents unto Pinnacle, and Pinnacle hereby takes and hires from Association, upon the terms, provisions, and conditions hereinafter set forth and subject to the Existing Licenses, the following described property, hereinafter referred to as 'premises', to wit:

See attached description in Exhibit B incorporated herein and by this reference made a part hereof. Drawing of premises will be attached to Exhibit B and become incorporated into this agreement.

Together with (a) the nonexclusive right to run cables and utilities to the premises at Pinnacle's own risk, along such route as is shown on Exhibit B and approved by a designee of the Association, without damaging the property of Association and surface of Stone Mountain, (b) the nonexclusive right of ingress and egress from the premises to Pinnacle, its subtenants and/or licensees, employees, agents, and Representatives, (c) the right to place antenna installations inside the grid area in the rooftop of the premises, provided the design of the antennas meets with the Association's approval, which approval shall

not be unreasonable withheld. As to the premises described herein above, Pinnacle and its subtenants and/or licensees shall have exclusive right of use thereof consistent with the purposes of this Agreement.

USE OF PREMISES

- 2.1 Pinnacle shall use the premises for the redesign, reconstruction, installation, operations and maintenance of radio transmitting and receiving equipment along with associated other electronics equipment which may be active or passive.
- 2.2 Pinnacle shall not (a) use the premises for any illegal purpose nor for any purpose inimical to the health, safety, and welfare of the public or (b) commit or suffer to be committed any waste in or on the premises nor shall it create or permit any nuisance in or on the premises. Pinnacle's use of the premises shall be subject to and in accordance with the existing ordinances, rules, regulations, and policies of Association, and all reasonable future rules, regulations and policies that do not deprive Pinnacle of the intended benefits there under.
- 2.3 Pinnacle, at its cost and expense, may place appropriate locks and/or alarms to restrict access to rented area to include equipment room and roof top antenna grid area. Pinnacle will provide a key and code for these areas to the Association's Police Department for emergency use only.

3.

OCCUPANCY OF PREMISES

Pinnacle shall occupy the premises continuously throughout the term of this Agreement and shall not desert, surrender, abandon, or cease using the premises during the term of this Agreement.

4.

TERM

This Agreement shall be for a term of 5 years, beginning on June 2, 2000, unless sooner terminated as provided herein. If the Association shall have received and proposes to give serious consideration to an Offer from a third party for the rental of the premises after the five (5) year term with Pinnacle expires, then at least sixty (60) days prior to the end of the Term of this Agreement, Association shall provide written notice of the Offer to Pinnacle, which notice shall contain all material terms and conditions of the Offer. Pinnacle shall have thirty (30) days from receipt of such notice to exercise the right to agree to meet all material terms and conditions of the Offer (Right of First Refusal) and thereby close the transaction contemplated by such Offer by amendment to this Agreement. If Pinnacle shall fail to exercise the Right of First Refusal by rejection or failure to respond within the allotted time period, then the Right of First Refusal relating to such offer shall be forever waived and forfeited and Association may accept the Offer and proceed to close the transaction contemplated thereby with the third party, and this Agreement shall not renew. In the event the Association has not received an Offer from a third party prior to the term of this Lease, the Association shall permit Pinnacle to make an offer to renew this Agreement for an additional five (5) year term, subject to the terms and conditions contained herein or as agreed to, but the Association shall not be obligated to accept such offer of Pinnacle.

5.

RENT

During the Agreement Term hereof, Pinnacle shall pay to Association at the office of the Association or at such other place as Association from time to time may notify Pinnacle, a signing bonus [redacted] execution of this agreement. In addition to the signing bonus, Pinnacle shall pay annual rent of [redacted] first year, [redacted] the second year, [redacted] the third year, [redacted] the fourth year, and [redacted] the fifth year. The Rent shall be payable in equal monthly installments, to be paid in advance on or before the first day of each month. In the event this Lease renews for an additional five (5) year renewal term, the parties agree to negotiate the rent to be paid, based on the prevailing market value in Atlanta, Georgia, as determined by reference to similar sites prior to the commencement of said Renewal Term.

6.

NO ESTATE

This Agreement shall create the relationship of landlord and tenant between the parties hereto, and no estate shall pass from Association to Pinnacle under this Agreement.

7.

SURRENDER OF PREMISES

Upon the expiration or termination of this Agreement, Pinnacle shall surrender the premises to Association in the same condition as at the commencement thereof, or, if improvements are made, the same condition as at the time the improvements were completed, ordinary wear and tear only excepted.

8.

HOLDING OVER

There shall be no renewal or extension of this Agreement by operation of law. Pinnacle shall not use or remain in possession of the premises after the expiration or any termination of this Agreement. Any holding over or continued use or occupancy of the premises by Pinnacle after the expiration or any termination of this Agreement shall create a month -to-month tenancy subject to the provisions of this Agreement.

9.

NO COVENANT OF QUIET ENJOYMENT

Pinnacle hereby acknowledges that it has fully inspected the premises and that the premises are accepted and are in satisfactory and suitable condition for the use intended by Pinnacle as hereinabove provided for in this Agreement. Association makes no representation or warranty to Pinnacle or to any other person as to the title to, present condition of, or the terrain of the premises. Association covenants the quiet enjoyment of the premises only against interference by persons claiming by, through or under Association. The removal of Pinnacle from any portion of the premises by or through action of any person with interest or right to possession superior to the rights or interests of Pinnacle hereunder shall cause a proportionate abatement of rent. All repairs and maintenance necessary to make the premises safe or suitable for use by Pinnacle shall be made by Pinnacle at Pinnacle's own cost and expense.

NO JOINT VENTURE

Nothing contained in this Agreement shall make, or shall be construed to make, Association and Pinnacle partners of or Joint Ventures with each other, nor shall anything contained in the Agreement render, or shall be construed to render either Association or Pinnacle liable to a third party for the debts or obligations of the other.

11.

LIABILITY INSURANCE

Pinnacle shall procure, pay for and have effective as of the date of this agreement, and shall maintain in full force and effect at all times during its use or occupancy of the licensed premises, a commercial general liability insurance policy, with limits of not less than one million dollars (\$1,000,000) per person/three million dollars (\$3,000,000) per occurrence. Such liability insurance policy shall insure Association against any liability, damage, claim or demand in any way arising from or in connection with the rental of the premises and specifically shall insure performance of Pinnacle's obligation to indemnify Association. Said contract of insurance shall provide that the insurance coverage provided shall not be canceled and shall not lapse for non-renewal until thirty (30) days after written notice from the insurer to Association.

12.

GENERAL REQUIREMENTS FOR INSURANCE POLICIES

12.1 Pinnacle shall pay the cost of all insurance coverage which Pinnacle is required to procure and maintain under this Agreement. Each insurance policy shall: (a) be issued by an insurer authorized under the applicable laws to issue the coverage provided by the policy; (b) be issued by an insurer with a Best Policyholder's Rating of "B" or better and with a financial size rating of Class "XI" or larger by A.M. Best Company, Inc. for the most recent year for which such ratings are available when the policy is procured; (c) be issued on such form of policy authorized in Georgia as Association may approve; (d) specifically insure performance of Pinnacle's obligations to indemnify Association pursuant to section numbered 22 of this Agreement; (e) provided that the policy cannot be canceled as to Association until thirty (30) calendar days after written notice by insurer to Association of the cancellation; (g) provide that no material change in the coverage provided by the policy shall be effective until thirty (30) calendar days after written notice by insurer to Association of the change; (h) not be subject to invalidation as to Pinnacle by reason of any act or omission of Association or any of Association's officers, members, employees, agents, or representatives; (I) contain a provision permitting Pinnacle to waive all rights of recovery and claims by way of subrogation, substantially in the following form; "This insurance policy shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against the other insured herein for loss covered by this policy", (j) provide that all notices required to be given by insurer to Association shall be given in writing; (k) shall not be subject to invalidation as to Association by reason of any act or omission of Pinnacle or any of Pinnacle's officers, employees, agents, or representatives.

12.2 Pinnacle waives, during the term of this Agreement and for Pinnacle and Pinnacle's officers, employees, agents, and representatives, any and all rights of recovery and claims against Association, Association's officers, members, employees, agents, and representatives, to the full extent that indemnification is due under the aforesaid commercial general liability insurance policy. Pinnacle shall not procure or maintain in force any insurance policy which

might have the effect of reducing the loss payable under the aforesaid public liability insurance policy. Immediately upon the issuance of the aforesaid public liability insurance policy, Pinnacle shall deliver a duplicate stamped (by the insurance company or its duly authorized agent or agency" original of said policy to Association, together with evidence satisfactory to Association that the premium has been paid on said policy for a period of at least one (1) year from the date of delivery.

13.

UTILITIES

13.1 Pinnacle shall arrange for all utilities it requires and shall pay utility companies for utilities consumed by its Licensees. As an alternative, Pinnacle may pay sixty (60) percent of the monthly utility bill received by the Association. Those Licensees that are permitted free use of the Premise, shall be responsible for their own utilities.

13.2 The Association shall provide back-up electrical power for existing equipment used by Pinnacle and its subtenants in the event the Premise loses electrical power from the utility company. If Pinnacle desires to upgrade or add additional equipment that needs back-up power, Pinnacle shall be responsible for adding the necessary equipment to service said additions or Pinnacle must remove from the back-up system a load greater than or equal to the desired addition. Any such equipment must be installed and maintained by Pinnacle in the leased area provided inside the building. The Association shall be responsible for the maintenance, repair, and upkeep of the existing generator originally installed for the buildings back-up power needs.

14.

TAXES AND ASSESSMENTS

14.1 Pinnacle covenants and agrees during its use or occupancy of the premises to pay or cause to be paid to the public officer charged with collection thereof and before any of the same shall become delinquent and shall indemnify, protect, save, and hold harmless Association from the payment of: (a) any and all taxes, assessments, license fees, excises, imposts, fees, and charges of every sort, nature, and kind, hereinafter collectively referred to as dispositions, which during Pinnacle's use or occupancy of the premises, including but not limited to the fixtures, equipment, and personal property located in and on the premises as of the date hereof or hereafter located therein or thereon; and (b) any impositions assessed, levied, charged, or imposed on or with respect to Pinnacle's business in or on the premises.

14.2 Nothing herein shall obligate or require the payment of any imposition by Pinnacle unless such obligation or requirement is provided by law. Pinnacle may contest the validity, legality or amount of any imposition in the manner provided by law after posting of security with (and acceptable to) Association in an amount equal to one of the imposition claimed to be due. Within then (10) calendar days after the payment by Pinnacle of any imposition, Pinnacle shall furnish Association with a copy of the receipt evidencing such payment and the association shall refund Pinnacle's security deposit within 5 days of receipt of notice.

15.

IMPROVEMENT TO PREMISES

Pinnacle shall not modify, change, or improve the premises in any way without the prior express written consent of Association, which consent shall not be unreasonably withheld. All modifications, changes, or improvements to the premises so performed by Pinnacle shall be in strict accordance with plans, specifications, and directions first submitted to and approved by Association. Upon the expiration or termination of this Agreement, all improvements or additions placed in or erected on the premises by Pinnacle shall vest in and become the property of Association without further notice, action taken or instrument executed.

16.

EQUIPMENT OF PINNACLE

Pinnacle and its subtenants or licensees may install and operate in and on the premises such trade fixtures, equipment, antennas, cables, machinery and appliances as Pinnacle shall consider necessary to the operation of Pinnacle's business in and on the premises, provided that Pinnacle shall comply with all laws, rules and regulations regarding the installation and operation thereof. Pinnacle and its subtenants or licensees may, from time to time, remove any of such trade fixtures, equipment, antennas, cables, machinery and appliances, hereinafter collectively referred to as "equipment", from the premises. Upon the expiration or termination of this Agreement, Pinnacle shall have one hundred twenty (120) days within which to remove from the premises all such equipment as well as any other personal property of Pinnacle. Pinnacle shall reasonably repair any damage to the premises caused by the installation or removal, at any time, of such equipment, reasonable wear and tear excepted. Any equipment or personal property of Pinnacle remaining in or on the premises after such one hundred twenty (120) day period shall be deemed abandoned by Pinnacle and may be removed by Association, at Pinnacle's expense, and Pinnacle shall remain responsible for the repair of any damage to the premises caused by the removal thereof. Any such equipment and personal property removed by Association after the expiration of said one hundred (120) day period shall be deemed the property of Association and may be retained or disposed of by Association at Association's discretion and without accounting to Pinnacle for the proceeds of any sale thereof. Pinnacle acknowledges that all equipment and personal property located in and on the premises is at Pinnacle's risk and Association shall not be liable for any damage thereto or loss thereof, unless caused by the fault or negligence of Association.

17.

DESTRUCTION OF OR DAMAGE TO PREMISES

17.1 If the premises are totally destroyed or rendered untenantable, by storm, fire, earthquake, hurricane, or other natural catastrophe, Association shall have no obligations to rebuild or provide other premises for Pinnacle, provided, however, Pinnacle shall have the option to construct a replacement tower and such other facilities as are necessary for Pinnacle to continue its business operations on the premises and this Agreement shall continue in force with appropriate abatement of rent. If Pinnacle does not elect to exercise this option within sixty (60) days of the date of destruction, then in that event, this Agreement shall terminate as of the date of destruction and the rental and other obligations accrued by or to the parties to this Agreement shall be accounted for between Association and Pinnacle as of the date when the premises were destroyed or rendered untenantable. If Pinnacle exercises its option to construct, Pinnacle construction plans must meet the Association's requirement as it relates to ambiance, design, etc. Additionally, these plans must be approved by the Association prior to construction, which approval may not be unreasonably withheld.

17.2 If the premises are partially destroyed or rendered partially untenantable by storm, fire, earthquake, hurricane, or other natural catastrophe, Pinnacle shall have the option to elect either to terminate this Agreement by written notice to Association or to continue this Agreement in force with an appropriate abatement of rent and without obligation of Association to repair, restore, or rebuild the premises at any time, even if Pinnacle elects to

continue this Agreement in force, provided in the event Pinnacle elects to continue this Agreement, Pinnacle shall have the right to repair or rebuild the premises as its deems necessary in order that Pinnacle may continue its business operations on the premises so long as the building plans are approved by the Association, which approval may not unreasonably be withheld. The premises shall be considered partially destroyed or rendered partially untenable when at least ten percent (10%) but less than one hundred percent (100%) of the premises are destroyed or rendered untenable.

18.

REPAIR

During its use or occupancy of the Antenna Grid in the roof and the basement equipment room area, Pinnacle at its own cost and expense, shall put in and keep these described areas safe and in good order and repair, including all improvements and every part thereof. Pinnacle's obligation to repair shall include the obligation to maintain, service and replace. Association gives to Pinnacle exclusive control of those areas described in this paragraph and shall not be required to supply any maintenance or repair, or to inspect.

19.

INSPECTION

For the purpose of inspecting the premises, Pinnacle shall permit Association, its agents and employees, without prior notice, to enter into and upon the premises at all reasonable times.

20.

TRANSFER, ASSIGNMENT, AND SUBLETTING

20.1 Pinnacle may sublet or license others to use the premises solely for purposes consistent with the purposes of this Agreement. Any governmental or publicly-owned entity shall be given priority consideration by Pinnacle in granting the right to use the premises, provided that such governmental or publicly owned entity desiring to use the premises reaches agreement with Pinnacle. The provisions and rentals in such agreement shall be within reasonable conformance with the then current market conditions and rental rates.

20.2 Pinnacle shall not transfer or assign this Agreement or any right or privilege of Pinnacle hereunder without the prior consent of Association, which consent shall not be unreasonable withheld. Unless otherwise specified by Association with its consent, any transferees or assignees shall automatically, upon such transfer or assignment, become and thereafter be directly liable to Association for all obligations of Pinnacle under this Agreement, including but not limited to monthly rent.

21.

RELEASE AND INDEMNITY

21.1 The Department of Administrative Services the State of Georgia administers the State Tort Claims Trust Fund, the State Authority Operational Liability Trust Fund and the State Board From Employee Liability Fund (collectively, the "Funds"), which only insure state entities, including Association.

- 21.2 Pinnacle shall be solely responsible for the carrying out of the activities authorized by this Rental Agreement and shall use the premises of Association at its sole risk. Pinnacle hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless Association, the board of Officers and employees and their successors (hereinafter collectively referred to as "Indemnitees"), of and from and any all claims, demands, liabilities, loss, cost or expenses for any loss or damage (including bodily or personal injury, death, property damage, libel, slander, defamation of character, product liability, intellectual property and invasion of privacy) and attorney's fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission (whether intentional or negligent, through theft or otherwise) or due to the application or violation of any Federal, State, or Local law, rule or regulation on the part of Pinnacle, its agents, employees or others working at the direction of Pinnacle or on its behalf.
- 21.3 This indemnification applies whether; (1) the activities involved third parties or employees or agents of Pinnacle; (ii) the Indemnitees are partially responsible for the situation giving rise to the claim; or (iii) a claim results in a monetary obligation that exceeds any contractual commitment.
- 21.4 This indemnification extends to the successors and assigns of Pinnacle, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Pinnacle.
- 21.5 This indemnification does not apply to the extent of the sole negligence of the indemnitee, its officers, employees, and agents.
- 21.6 If and to the extent any damage or loss subject to this indemnification is covered by the Funds, Pinnacle agrees to reimburse the respective Fund for such amounts as are paid out of the Fund for which Pinnacle is liable under this indemnity. Pinnacle shall require its insurers to waive any right of subrogation against Association, the State of Georgia, the Indemnitee, the Fund and insurers participating thereunder, to the full extent of this indemnification. The defense of any claim make against Association, the State, or their officers, officials or employees shall be provided by the Attorney General of Georgia, and the administration of claims shall be provided by the Department of Administrative Services of the State of Georgia.
- 21.7 Pinnacle shall procure within an insurance policy satisfactory to Association with specific insurance coverage to cover this indemnification. To the extent Association and the State of Georgia are exempt from suit pursuant to the Tort Claims Act, they shall not be named insured Pinnacle's liability insurance policy; provided, however, that Pinnacle's insurance shall provide for reimbursements to the State Tort Claims Trust Fund and other State Funds in the event of payment of claim from such Funds for which Pinnacle is liable under this indemnity.
- 21.8 Pinnacle shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees to the extent consistent with and permitted by the Georgia Tort Claims Act. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding unless expressly approved by the indemnitees and the Attorney General.
- 21.9 The indemnity shall not be reduced by reason of any deductibles under any policy of insurance obtained pursuant to this agreement.

DEFAULT

If Pinnacle defaults in the payment of rent and remains in default for ten (10) calendar days after the date of service of written notice of such default by Association or if Pinnacle defaults in the performance or observance of any other covenant, agreement, duty, obligation, term, condition, or provision of this Agreement which is to be performed, observed, kept, and complied with by Pinnacle and remains in default for thirty (30) calendar days after the date of service of written notice of such default by Association; provided, however, that if the nature of Pinnacle's default is such that more than thirty (30) days are reasonable require for its cure, then Pinnacle shall not be deemed to be in default if Pinnacle commenced such cure within said thirty (30) day period and thereafter diligently prosecuted such cure to completion; or if Pinnacle fails to comply with any applicable local, state, or federal ordinance, law, rule, or regulation which is applicable to the premises; or if an order for relief in bankruptcy is entered, or a bankruptcy proceeding is initiated, by or against Pinnacle, or if a temporary or permanent receiver is appointed for Pinnacle's rights and interests in this Agreement and such receiver is not removed within thirty (30) calendar days after the date of service of written notice from Association to Pinnacle to obtain such removal; or if Pinnacle voluntarily or involuntarily takes advantage of any debtor relief or reorganization proceedings under any present or future law, whereby the rent or any part thereof is or is proposed to be reduced or payment thereof deferred; or if Pinnacle makes a general assignment for benefit of creditors; or if the premises or Pinnacle's effects or rights therein should be levied on or attached under process against Pinnacle and not satisfied or dissolved within thirty (30) calendar days after the date of service of written notice from Association to Pinnacle to obtain satisfaction or dissolution thereof, or if Pinnacle shall attempt to make a transfer or assignment in violation of Pinnacle's acknowledgements and agreements set forth in this Agreement; then, and in any of the above said events, Association may at once after such event of default or at once after expiration of the particular grace period provided herein, as the case may be, terminate this Agreement, whereupon Pinnacle shall be deemed to have abandoned the premises, and with legal process, Association may enter in and upon the premises and take immediate possession and control of the premises to the complete exclusion of Pinnacle and remove some or all persons and their effects and the effects of Pinnacle therefrom, using whatever legal means as may be necessary without being guilty of trespass, forcible entry of detainer, or other tort; or Association may have Pinnacle dispossessed according to law for holding over beyond the termination of this Agreement. The failure of Association to exercise such rights after one or more defaults of Pinnacle shall not be nor shall be construed to be a waiver of the rights of Association upon any subsequent default.

NOTICES

All notices, statements, demands, requests, consents, approvals, or authorizations, hereinafter collectively referred to as "notices", hereunder given by either party to the other shall be in writing and shall be served by depositing the notice in certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address hereinafter set forth. The sender of said notice shall request the United States Postal Service to "show to whom, date, and address of delivery" of said notice. The day as aforesaid shall be deemed to be the date of service and such notice. Any notice reasonable calculated to apprise the party so notified of the circumstances involved shall be deemed sufficient under this Agreement.

If to Association:
 Stone Mountain Memorial Association
 P.O. Box 689
 Stone Mountain, Georgia 30086
 Attn: CEO

If to Pinnacle
 Pinnacle Towers Inc
 1549 Ringling Blvd., Third Floor
 Sarasota, Florida 34236
 Attn: President

24.

TIME OF ESSENCE

All time limits stated herein are to the essence of this Agreement.

25.

CAPTION

The captions of each numbered provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

26.

COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

27.

SEVERABILITY

If any provision, clause, or phrase of this Agreement, or any portion thereof, should be ruled void or unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portions of such provision, clause, or phrase and all other provisions of this Agreement shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original works, terms, purpose, and intent as shall be permitted by law.

28.

ENTIRE AGREEMENT

This Agreement, constituted the full, complete, and entire agreement between the parties; no member, agent, employee, officer, or representative of either party has authority to make or has made any statement, agreement, representation, warranty, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the covenants, terms, and provisions of this Agreement. No modification or amendment of this Agreement shall be binding unless such modification or amendment shall be in writing, signed by both parties, and by reference incorporated in this Agreement.

29.

BINDING EFFECT

Each of the terms, provisions, and conditions, of this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Association, and, to the extent that Association has consented to an assignment of this Agreement, or any interest herein, to the successors and assigns of Pinnacle. Subject to the foregoing, whenever a reference to the parties hereto is made such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

MANAGEMENT OF SITE ENGINEERING

- 30.1 To the extent that was permitted by the Existing Licenses, the Association assigned the Existing Licenses to Motorola, including but not limited to the right to all rent and fees thereunder, and Motorola agreed to perform all the duties and obligations of Association under those Existing Licenses. Association shall use its best efforts to assist Pinnacle's efforts to obtain the consent or approval of any licensee under Existing Licenses necessary for the performance of this Agreement by Pinnacle.
- 30.2 Pinnacle agrees that unless earlier terminated, for the duration of the term of their Existing Licenses, Pinnacle shall permit the licensees of the Existing Licenses to continue their current use of the premises but only to the extent such use is expressly provided for in the applicable Existing Licenses; provided, however, Pinnacle shall not unilaterally terminate any Existing License without the prior consent of Association.
- 30.3 Under the assignment of the above Licenses, Pinnacle shall have exclusive engineering supervision over the Existing License users' radio, television or microwave transmitting or receiving equipment subject to their existing uses. Any extension by these parties of use shall be under Pinnacle's Engineering control with the exception of Television station WGPTV so long as the transmission and antenna of Television Station WGPTV remain at their present location.
- 30.4 Pinnacle shall have exclusive engineering supervision over Association's radio, television or microwave transmitting or receiving equipment located on the premises. Such supervision shall include, without limitation, (i) frequency coordination and acceptability, (ii) engineering specifications, (iii) establishment of standards and practices consistent with and necessary for the avoidance or elimination of interference and (iv) acceptability of equipment, such as radio transmitters, protective devices and antenna systems. Any engineering or technical changes etc., made to the Association radio shall be coordinated through the Association and prevailing service facility organization providing maintenance at said time.
- 30.5 Association shall not enter into any agreement, lease, or license which permits use of the premises for radio frequency transmission pursuant to section 21.1 of this agreement without Pinnacle's prior written consent (which consent shall not be unreasonably withheld). Additionally, the Association agrees not to erect any structure within the premises that would interfere with Pinnacle's operation of its equipment.
- 30.6 Pinnacle shall permit Association to utilize Pinnacle's antenna combiner and associated radio support equipment to supplement the Association's radio system, at no cost to Association.

GEORGIA LAW CONTROLS

This agreement shall be construed according to the laws of the State of Georgia.

32.

DISPUTE RESOLUTION

Association and Pinnacle shall in their discretion attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual friendship and cooperation, but this provision will not bind either party at law or in equity.

33.

RIGHT OF FIRST REFUSAL FOR ADDITIONAL SPACE

33.1 In the event that additional space on or about Stone Mountain becomes available for lease from the Association during the term of this Agreement ('Additional Space'), the Association shall notify Pinnacle of the location of the Additional Space and the rent for which the Association is willing to lease such space. If Pinnacle within sixty (60) days after receipt of the Association's notice, indicates in writing its agreement to lease the Additional Space or part of it shall be included with the premises and leased to Pinnacle pursuant to the provisions of this Agreement, including, without limitation, the provisions relating to the rights and obligations of the parties with respect to alterations. However, the rent payable under this Agreement shall be increased by the amount of rent attributable to the Additional Space or part of it leased by Pinnacle. The parties shall immediately execute an amendment of this Agreement stating the additional of the Additional Space or part of it to the premises.

33.2 If Pinnacle does not indicate within sixty (60) days its agreement to lease the Additional Space or part of it, the Association thereafter shall have the right to lease the Additional Space or part of it to a third party at the rent stated in the notice. Further, any such lease of Additional Space or part of it by the Association to a third party pursuant to this paragraph shall be subjected to the provisions of Paragraph 30 (Management of Site Engineering) of this Agreement.


33.3 The provision of this paragraph shall be operative each time the Association determines to lease all or part of any Additional Space to a third person.

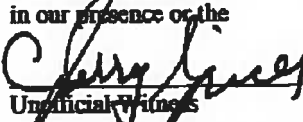
34.

COMPLIANCE WITH LAWS

In the enjoyment of the license herein granted by Association to Pinnacle and of the rights and privileges incident thereto, Pinnacle shall at all times comply with all applicable laws of the State of Georgia and of the United State, all applicable rules and regulations promulgated pursuant to any and all such laws, all applicable recommended standards, and all applicable rules and regulations of Association for the operation of Stone Mountain Park. In addition, Pinnacle agrees that while occupying and using the premises, it shall not discriminate against any person on the basis of race, gender, color, national origin, religion, age or disability. This covenant by Pinnacle may be enforced by termination of this lease, by injunction, and by any other remedy available to Association.

IN WITNESS WHEREOF, the parties, by their respective officers thereunto authorized so to do, have hereto set their hands and seals on the day, month, and year first written above.

ASSOCIATION:
STONE MOUNTAIN MEMORIAL ASSOCIATION
BY: 
CEO
(ASSOCIATION SEAL)

Signed, sealed and delivered
in our presence of the

Unofficial Witness


Official Witness, Notary Public

My Commission Expires:
Notary Public, DeKalb County, Georgia.
My Commission Expires Mar. 4, 2003.

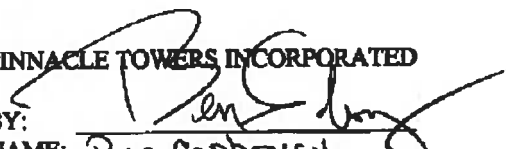
PINNACLE TOWERS INCORPORATED
BY: 
NAME: Ben Cabboury
TITLE: President
(SEAL)

EXHIBIT A
LIST OF EXISTING LICENSES

EXHIBIT B

DESCRIPTION OF PREMISES

Approximately 2000 square feet in basement of the Top of the Mountain Building to be used as the equipment room exclusively by Pinnacle and its licensees, and a designated area, as shown in the drawing make apart of this exhibit along with use of the grid area inside the rooftop of the premises for the placement of antennas.

INSERT STATE SPECIFIC ACKNOWLEDGEMENTS