

00- R-0823

(Do Not Write Above This Line)

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO APPROPRIATE CONTRACTUAL AGREEMENTS WITH MABLETON INVESTMENT GROUP L.L.C. FOR THE REDEVELOPMENT AND LEASE OF THE TOWER STRUCTURE LOCATED AT 2406 FAIRBURN ROAD, S.W. IN ATLANTA WHICH IS CURRENTLY UTILIZED FOR TELECOMMUNICATIONS PURPOSES TOGETHER WITH STRUCTURES SHOWN ON THE ATTACHED SITE PLAN FOR CERTAIN COMMUNICATIONS EQUIPMENT TO BE LOCATED UPON THE LEASED SPACE; AND FOR OTHER PURPOSES; ALL REVENUE GENERATED SHALL BE DEPOSITED INTO THE FUND ACCOUNT AND CENTER NUMBER 1A01 462201 B00001.

ADOPTED BY
JUN 19 2000
COUNCIL

SUSAN PEASE LANGFORD
CITY ATTORNEY

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee
Finance/Executive

Date
6/19/00

Chair
[Signature]

Action:
Fav, Adv, Hold (see rev. side)
Other:

Members
[Signature]
[Signature]
[Signature]

Refer To
[Signature]

Committee

Date

Chair

Action:
Fav, Adv, Hold (see rev. side)
Other:

Members

Refer To

Committee

Date

Chair

Action:
Fav, Adv, Hold (see rev. side)
Other:

Members

Refer To

Committee

Date

Chair

Action:
Fav, Adv, Hold (see rev. side)
Other:

Members

Refer To

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd

Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED
 JUN 19 2000
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 JUN 19 2000
Rachel Daughlin Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
 JUN 27 2000
[Signature]



**RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

00- R -0823

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO APPROPRIATE CONTRACTUAL AGREEMENTS WITH MABLETON INVESTMENT GROUP L.L.C. FOR THE REDEVELOPMENT AND LEASE OF THE TOWER STRUCTURE LOCATED AT 2406 FAIRBURN ROAD, S.W. IN ATLANTA WHICH IS CURRENTLY UTILIZED FOR TELECOMMUNICATIONS PURPOSES TOGETHER WITH STRUCTURES SHOWN ON THE ATTACHED SITE PLAN FOR CERTAIN COMMUNICATIONS EQUIPMENT TO BE LOCATED UPON THE LEASED SPACE; AND FOR OTHER PURPOSES; ALL REVENUE GENERATED SHALL BE DEPOSITED INTO THE FUND ACCOUNT AND CENTER NUMBER 1A01 462201 B00001

WHEREAS, the City of Atlanta is the owner of the property located at 2406 Fairburn Road in Atlanta, Georgia (hereinafter the "Property"); and

WHEREAS, the City of Atlanta owns and operates a telecommunications tower on the Property; and

WHEREAS, Mableton Investment Group, L.L.C. (MIG) wishes to execute a master Lease and Site Lease for an antenna site located on the Property; and

WHEREAS, MIG holds options to purchase an interest in the New Mableton Broadcasting Corporation, a corporation to hold authorization from the FCC to construct and operate the station in Mableton, Georgia; and

WHEREAS, the Master Lease and Site Lease are for the preferred site from which the new FM radio station for Mableton, Georgia will operate; and

WHEREAS, MIG needs radio antennas to broadcast programs in the Atlanta market; and

WHEREAS, MIG proposes to demolish and reconstruct certain structures including the existing tower on the Property which will benefit the City; and

WHEREAS, the proposed new tower will be constructed to accommodate additional demand and will reduce the need for other tall towers in the vicinity; and



WHEREAS, the Commissioner of the Department of Administrative Services has recommended that a Master Lease and Site Lease be entered into with MIG for the benefit of the City; and

WHEREAS, the term of the Master Lease and concurrent Site Lease will be initially five (5) years and may be automatically renewed for up to four (4) successive five-year periods unless terminated by the City by written notice.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to execute appropriate contractual agreements with Mableton Investment Group, L.L.C. (the "Tenant") to lease a portion of the Property as shown on the attached site plan, together with space at the base of the tower for the demolition and reconstruction of appropriate buildings and structures as shown on the site plan.

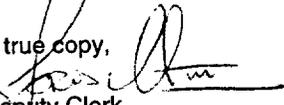
Section 2: That the Master Lease, including any Site Lease, shall be for an initial term of five (5) years commencing on the date of the agreement. During the initial five (5) year term, rent shall be abated in consideration of the Tenant's prompt demolition of the existing tower and satisfactory reconstruction of a tower which will benefit the City and the Tenant.

Section 3: That in the event that the Tenant is not in default during any term of the Master Lease, including any Site Lease, the Tenant shall have the option to renew such Master Lease and Site Lease for four (4) successive five-year renewal periods, not to exceed a total cumulative period of twenty years. The base monthly rental rate during the first five (5) year renewal term shall be \$1,000; provided, however, that this rental rate shall be increased annually every year thereafter in accordance with the Consumer Price Index, but in no event shall each annual rental be greater than four percent (4%).

Section 4: That an appropriate contractual agreement or agreements shall be prepared for execution by the Mayor, to be approved by the City Attorney as to form.

Section 5: That all revenue generated shall be deposited into the general fund center, account number 1A01 462201 B00001.

Section 6: That such contractual agreement or agreements shall not become binding on the City, and the City shall not incur any liability upon the same until such agreement or agreements have been approved as to form by the City Attorney, executed by the Mayor, sealed by the Municipal Clerk and delivered to the contracting party.

A true copy,

Deputy Clerk

ADOPTED by the City Council
APPROVED by the Mayor

JUNE 19, 2000
June 27, 2000



MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (this "Lease") is entered into this ____ day of _____, 2000 (the "Date of the Lease") between the CITY OF ATLANTA, GEORGIA, a public body corporate and politic ("Landlord"), and MABLETON INVESTMENT GROUP, LLC a Delaware limited liability corporation with offices at 5900 Princess Garden Parkway, 8th Floor, Lanham, MD ("Tenant").

WHEREAS, the execution of this Lease on the part of the City of Atlanta has been authorized by Resolution _____, adopted by the City Council on and approved by the Mayor on _____, 2000, a copy of which Resolution is attached hereto as **Exhibit C**; and

WHEREAS, Tenant desires to lease portions of certain real property, buildings and other tower improvements of Landlord as provided herein.

WHEREFORE, Landlord and Tenant hereby agree as follows:

1. **Definitions.** As used herein, the following capitalized terms shall have the respective meanings ascribed to them below:

"**Antenna Facilities**" shall mean (i) radio and other communications transmitting and receiving antennas, power mounts or similar supporting mounts, cable, transmitters, equipment, equipment storage structures and improvements related thereto constructed or installed by Tenant and (ii) in the case of a Real Property Site, a communications tower and base constructed or installed by or on behalf of Tenant.

"**Building**" shall mean any building of Landlord on a Site designated by both parties for potential leasing by Tenant pursuant to this Lease.

"**Building Premises**" shall mean designated Premises within a Building which are leased by Tenant pursuant to a Site Lease and used for the storage and operation of communications equipment and related purposes.

"**Building Site**" means any Site on which the Premises consist of a portion of a Rooftop and, if applicable, Building Premises.

"**Environmental Laws**" mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 1801, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Emergency Planning and Community Right to Know Act (SARA Title III), 42 U.S.C. § 11001, et seq.; and any other applicable federal, state and local laws, statutes, rules, regulations, ordinances, and orders regulating or dealing with the generation, storage, and use disposal or transportation of a



"hazardous substance, or otherwise defined or described in any such law, statute, rule, regulation, ordinance or order as hazardous, toxic or radioactive."

"Hazardous Substance" means any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

"Landlord Tower" shall mean any communications tower erected or constructed by or on behalf of Landlord on a Site.

"Premises" shall mean that portion or those portions of any Site consisting, as the case may be, of designated portions of Real Property, the Rooftop, Building Premises and/or Landlord Tower that are leased by Tenant pursuant to a Site Lease.

"Real Property" shall mean the real property component of any Site.

"Real Property Site" means any Site on which Tenant proposes to erect or construct a communications tower to be mounted in the ground.

"Rooftop" shall mean the surface of the roof level of a Building located within and including the parapet walls and reasonable projections therefrom and as may be depicted on the appropriate exhibit to the Site Lease relating thereto.

"Sites" shall mean those locations listed on **Exhibit A** attached hereto and consisting of the underlying Real Property and any Buildings, Landlord Towers and other improvements thereon and appurtenances thereto.

"Site Lease" shall mean an individual Lease Agreement, to be substantially in the form of **Exhibit B** attached hereto, pursuant to which Tenant shall lease the Premises at any Site.

"Tower Site" means any Site as to which a part of the Premises consists of space located on Landlord Tower.

2. Master Lease. This Lease is a Master Lease and sets forth the basic terms and conditions upon which portions of Real Property, Buildings and Landlord Towers, as the case may be, shall be leased by Landlord to Tenant. Upon the parties' agreement as to the particular terms for the lease of the Premises at a certain Site, the parties shall insert the appropriate terms and information, execute, deliver and attach hereto a Site Lease. As to any Site and the Premises thereon, the terms and conditions of the Site Lease pertaining thereto shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of the Lease.

3. Premises. Landlord owns the Sites. Subject to the terms and conditions of this Lease and the Site Lease for each particular Site, Landlord hereby leases to Tenant the respective Premises described in each Site Lease. In the case of Real Property Sites and Tower Sites, Landlord further grants to Tenant a non-exclusive easement benefiting such Sites, for reasonable and necessary pedestrian and vehicular ingress and egress and the installation of utilities serving such Sites and improvements thereon, over other property of Landlord included in such Sites, if applicable, to be designated on an individual basis in each appropriate Site Lease.



Term.

a. The term of this Lease shall commence upon the execution and delivery of this Lease and shall expire at midnight on the first day after all Site Leases with Tenant have expired or been terminated. The term of any particular Site Lease shall commence on the earlier of (i) the date pursuant to Section 7 below, but in no event later than the date Tenant commences construction or installation of its communications antennas or tower improvement on the Premises, or (ii) the first day after expiration of the "Due Diligence Period" as defined in Section 7 below (such earlier of the two dates being the "Commencement Date"). Unless otherwise stated in the Site Lease, the initial term of the Site Lease shall expire at midnight on the day before the fifth (5th) anniversary of the Commencement Date thereunder.

b. Tenant shall have the right to extend each Site Lease (unless otherwise provided therein) for four (4) additional, five-year terms (each being a "Renewal Term"). Tenant's lease of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein and the monthly amount of Rent payable under each Site Lease shall be as provided in Section 5 hereof. Each Site Lease shall automatically renew for each successive Renewal Term, unless Tenant notifies Landlord in writing of Tenant's intention not to renew such Site Lease at least sixty (60) days prior to the expiration of the initial term or any Renewal Term thereunder provided however that Tenant shall not be permitted automatically to renew the Site Lease if Tenant has received written notice from Landlord that Tenant is in default and that such default is not cured. Notwithstanding anything to the contrary contained herein, in no event shall this Lease terminate so long as any Site Lease remains in force and effect.

c. If Tenant shall remain in possession of the Premises at the expiration of the initial term of any Site Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease and Site Lease pertaining to such Premises.

5. Rent.

a. Tenant shall pay to Landlord, commencing upon the Commencement Date of the Site Lease pertaining thereto, monthly rent ("Rent") in an amount to be negotiated separately for each individual Site Lease and described in said Site Lease. Monthly Rent under any such Site Lease shall not be adjusted until the commencement of the first Renewal Term as provided in Section 5.c. hereof.

b. Unless otherwise provided in a Site Lease, monthly Rent shall be payable on the first day of each calendar month, in advance, at Landlord's address specified in Section 15 below. If the initial term or any Renewal Term commences on other than the first day of a month, Rent shall be prorated for the first month for the number of days from such date of commencement to the end of the month. If a Site Lease is terminated on a day other than on the last day of a month, the Rent shall be prorated as of the date of termination.



c. Following the initial term under any Site Lease, monthly Rent payable under such Site Lease during each Renewal Term shall be equal to one hundred four percent (104%) of the Rent in effect for the last full calendar month immediately prior to the commencement of such Renewal Term.

d. Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

6. Permitted Use. The Premises may be used for (i) the transmission, reception and relay of communication signals, (ii) the construction, alteration, maintenance, repair, replacement and relocation of Antenna Facilities, and (iii) activities related to any of the foregoing (collectively, "Tenant's Permitted Use") all as further described in the Site Lease.

7. Due Diligence Period. With respect to each Site, from and after the date of this Lease through and including the date which is twelve (12) months after the date of any Site Lease executed with respect to such Site (the "Due Diligence Period"), Tenant and its agents, engineers, contractors and other representatives shall have the right to enter upon the subject Site to inspect, examine, conduct soil borings, drainage testing, material sampling and conduct any other geological or engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for Tenant's Permitted Use of the Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise do those things on or off the Site that, in the opinion of Tenant, are necessary to determine the physical condition and history of the Site, Landlord's title to the Site and the feasibility or suitability of the Site for Tenant's Permitted Use, all at Tenant's expense. Tenant shall not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection. If in the sole and absolute opinion of Tenant, the Premises located at the subject Site are not suitable for Tenant's intended use or Tenant determines that the operation of a communications facility on or within such Premises would not be in Tenant's best interests, Tenant shall have the right at any time prior to the expiration of the Due Diligence Period to terminate the Site Lease pertaining thereto by sending written notice of termination to Landlord. Thereafter, neither Landlord nor Tenant shall have any further obligation or liability under such Site Lease except as otherwise provided herein or therein.

8. Interference.

a. Tenant shall not use any Premises in any way that interferes with the use of the pertinent Site by: (i) Landlord, (ii) tenants or licensees of Landlord lawfully using or occupying the Site on the date of the Site Lease relating thereto ("Existing Tenants"). Landlord hereby acknowledges that Tenant's use of the Premises for Tenant's Permitted Use shall not constitute an impermissible interference by Tenant.

b. Landlord shall not use, nor shall Landlord permit its existing or future tenants, licensees, employees, invitees or agents to use, any portion of any Site or Landlord's other properties in any way which interferes with the operations of Tenant. Tenant hereby acknowledges that the uses



the Site referred to in Section 8.a. shall not constitute an impermissible interference by Landlord. Landlord further agrees that any other tenants who may install equipment subsequent to the date of this Lease in and/or on the Site will be permitted to install equipment only after conducting, at that tenant's expense, a structural analysis of the tower and if such analysis shows that the tower will support such additional equipment, then only such equipment that is of the type and frequency which will not cause measurable interference to Tenant's Antenna Facilities may be installed. In the event any such future tenant's equipment causes such interference, Landlord will cause that interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to remove the specific items causing such interference.

c. Based upon information which shall be supplied by Landlord prior to the execution of any Site Lease, Tenant will evaluate the possibility that the addition of the Antenna Facilities would cause the Site to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. Upon a finding that the Antenna Facilities would not violate the MPE, Tenant shall so notify the Landlord in writing. Tenant shall operate the Antenna Facilities in a manner that will not cause the Site to exceed the FCC specified MPE. Subsequent to the date of this Lease, Landlord shall not permit itself, its lessees, licensees or tenants to install new equipment on the Premises or property contiguous thereto owned or controlled by Landlord, if such equipment will cause the Site to exceed the MPE limits for the Site. In the event excess radiated power densities occur, upon written notice of such a condition, Landlord agrees to take or to cause any subsequent lessee, licensee or tenant whose use of the Site results in the FCC specified MPE limits being exceeded to promptly take all mitigation action necessary to eliminate such excess radiated power densities within thirty (30) days. In the event such excess radiated power densities are not timely remedied, Tenant may terminate the affected Site Lease and/or pursue any other remedies available under this Lease, at law and/or in equity.

9. Improvements; Utilities; Access.

a. Tenant or its affiliates shall have the right, at its expense, but with Landlord's cooperation, to install, construct and maintain on the Premises from time to time the Antenna Facilities. Tenant shall have the right to modify, supplement, replace, upgrade or relocate the Antenna Facilities within the Premises at any time during the term of the Site Lease relating thereto as it may be extended. All work by Tenant shall be performed in compliance with applicable laws and ordinances. Tenant is not authorized to contract for or on behalf of Landlord for work on, or for the furnishing of materials to any Premises or any other part of any Site, and Tenant shall discharge, by payment, bond or otherwise and shall record such discharge with ten (10) days subsequent to the date of its receipt of notice thereof from Landlord, any mechanic's, laborer's or similar lien filed against any Premises or any Site for work or materials claimed to have been furnished at the instance of Tenant. The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this Lease, the term of the relevant Site Lease and following any termination of the Site Lease or of this Lease. Any property which is not removed by Tenant within ninety (90) days after the expiration or earlier termination of the Site Lease pertaining to such property shall, upon the expiration of said ninety (90) day period, become the property of Landlord, and Tenant shall thereafter have no rights whatsoever with respect thereto; provided, however, that if Tenant shall fail to remove the Antenna Facilities within the first sixty (60) days of the



mentioned ninety (90) day period, then Landlord shall give written notice (expressly stating the date on which the ninety (90) day period will expire) of such failure both to Tenant and to any other person for which Tenant has given notice to Landlord of an address for removal notice. During any period of Tenant's exercise of its rights under this subsection, Tenant shall have, and Landlord hereby grants to Tenant, with respect to any Real Property Site or Tower Site, a temporary construction easement to use portions of Landlord's property reasonably necessary for the storage of materials and staging of construction. Tenant shall restore any disturbed property to a condition which is the same as or similar to its condition prior to disturbance, normal wear and tear excepted.

b. Tenant shall, at Tenant's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of the Site Lease pertaining thereto. Upon termination of the applicable Site Lease, Tenant will return the subject Premises and all improvements thereon not removed by Tenant in the same or better condition as on the Commencement Date, reasonable wear and tear and damage caused by third-parties excepted.

c. Tenant shall pay any incremental, additional utilities charged to the Site as a result of Tenant's use of the Premises to Landlord within 15 days of receipt of an invoice specifying the amount due. Alternatively, Tenant shall have the right, at Tenant's expense to install utilities within each Site to install a separate meter to record Tenant's electrical power consumption and to install or improve utilities on the Premises (including, but not limited to the installation of emergency power generators).

d. Landlord shall provide Tenant ingress and egress to and from the Premises adequately to service the Premises, the Antenna Facilities and all utility facilities serving the Premises at all times during the term of the Site Lease applicable thereto. Tenant shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises, the Antenna Facilities, and such utility facilities, and shall have all additional rights of access and ingress and egress to and from each Premises described in the Site Lease pertaining thereto.

e. Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including without limitation construction of a fence, provided that access of any other tenant to its own facilities shall not be restricted. In the case of a Building Site where the Premises are comprised, in part, of Building Premises, Tenant shall have the right to install, in certain areas of the Building as reasonably determined by Landlord and Tenant, conduit and sleeving connecting the Rooftop and Building Premises and servicing the Antenna Facilities. Tenant shall also be entitled to install, at its expense, a security system in the Building.

f. Tenant shall be entitled and authorized to seek, apply for and otherwise request whatever zoning, application, permitting or regulatory exemptions that may now or hereafter be required by or available to Tenant on account of, or as a result of, the Sites and any improvements thereon being owned by Landlord, which is a public body corporate and politic; provided, however, that Landlord makes no representation or warranty herein as to Tenant's ability to receive any such exemption. Landlord hereby agrees to cooperate with Tenant, at Tenant's expense, to obtain all such necessary approvals.



g. With respect to any Tower Site, if Tenant shall determine that reinforcement, refurbishment or other improvement to the Landlord Tower is necessary for the proper and effective installation and operation of Antenna Facilities, Tenant shall be entitled, at Tenant's sole cost and expense, to make such reinforcement, refurbishment or other improvement to the Landlord Tower; provided, however, that Tenant shall not in so doing injure or damage the Landlord Tower or interfere with Landlord's operations at the relevant Tower Site. Any such reinforcement, refurbishment or other improvement not a part of the Antenna Facilities will become the property of Landlord.

h. Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC, provided that if the requirement for compliance results from the Antenna Facilities, or if the Site is a Real Property Site, then Tenant shall pay for such reasonable costs and expenses (including for any lighting automated alarm system). Should Tenant be cited because the Site is not in compliance and, should Landlord fail to cure the conditions of noncompliance after receiving written notice and seven (7) days opportunity to cure, Tenant may either terminate the affected Site Lease or proceed to cure the conditions of noncompliance at Landlord's expense, the reasonable cost of which may be deducted from the Rent. If lighting requirements apply and a lighting automatic alarm system has been installed by Landlord, Landlord shall allow Tenant to bridge-in to the system to permit a parallel alarm or to install a second alarm if a bridge would interfere with Landlord's alarm. Tenant shall be responsible for the cost and expense of maintaining the bridge or parallel alarm.

10. Termination. Except as otherwise provided herein or therein, a Site Lease may be terminated, without any penalty or further liability to the terminating party, as follows:

a. by Landlord if Tenant fails to cure a default for payment of amounts due under such Site Lease within fifteen (15) days after Tenant's receipt of written notice of default from Landlord;

b. by either party if the other party defaults under this Lease or the Site Lease (other than a default described in Section 10. a. above) and fails to cure such default within thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, but not within such 30-day period, the Site Lease may not be terminated so long as the defaulting party commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

c. by Landlord or Tenant upon sixty (60) days written prior notice if Tenant is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or Governmental Approval necessary for the construction or operation of the Antenna Facilities or Tenant's actual or intended use of the Premises under such Site Lease; or

d. by Tenant upon (60) days prior written notice without further liability, if Tenant determines, in its reasonable discretion exercised in good faith, that based on (i) interference with use of the Premises resulting from the acts of any third party, an act of God, or from other natural forces, or (ii) changes in system design, system usage patterns, or technology, Tenant's use of the Antenna



(as the same may have been modified from time to time) on the subject Premises is no longer consistent with the optimal operation of Tenant's communications system.

e. the termination of any one or more Site Leases shall not affect Tenant's obligations for the payment of monthly Rent for the remaining and active Site Leases under Section 5.a. hereof.

11. Casualty and Condemnation.

a. If at any time during the term of any Site Lease all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Tenant's Permitted Use in a commercially reasonable manner) of the Antenna Facilities upon the Premises leased or licensed under such Site Lease shall be damaged and/or destroyed by fire or other casualty, then Tenant may terminate such Site Lease by providing written notice to Landlord, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Tenant shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid Rent thereunder, to be apportioned as of the termination date.

b. If at any time during the term of any Site Lease all or "substantially all" (as described in the preceding subsection 11.a.) of the Premises or the improvements located on the Site shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Tenant may terminate such Site Lease by providing written notice to Landlord, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid Rent thereunder shall be apportioned as of said date and reimbursed to Tenant. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Premises, such Site Lease shall continue and each of Landlord and Tenant shall be entitled to pursue their own separate awards with respect to such taking.

12. Taxes. For each Site that is subject to a Site Lease, Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities located thereon. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Site. However, Tenant shall pay, as additional rent, its pro rata share of any increase in real property taxes levied against the Premises and which taxes Landlord is proposing to pay (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish necessary and reasonable documentation evidencing the same.

13. Insurance and Subrogation.

a. Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Tenant.



b. [Reserved.]

4. Hold Harmless. Tenant agrees to indemnify, defend and hold Landlord harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Antenna Facilities or the breach of this Lease or any Site Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to Landlord, to:

City of Atlanta
Department of Administrative Services Suite 3250
68 Mitchell Street, S.W.
Atlanta, Georgia 30335-0303
Attention: Commissioner

With a copy to:

City of Atlanta
Law Department Suite 4100
68 Mitchell Street, S.W.
Atlanta, Georgia 30335-0303
Attention: City Attorney

If to Tenant, to:

Mableton Investment Group, LLC
5900 Princess Garden Parkway
8th Floor
Lanham, MD 20706
Attention: Alfred C. Liggins, Manager

16. Quiet Enjoyment, Title and Authority Landlord covenants and warrants that (i) it has full right, power and authority to execute this Lease and each Site Lease and has the power to grant all rights hereunder and thereunder; (ii) it has good, marketable and unencumbered title to the Sites free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Tenant's Permitted Use of Premises; (iii) its execution and performance of this Lease and each Site Lease will not violate any laws, ordinances, covenants, or the provision of any mortgage, lease or other agreement binding on Landlord; (iv) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period; and (v) as of this date it has no knowledge of a threatened eminent domain proceeding.



17. Environmental Laws.

Tenant represents, warrants and agrees that it will conduct its activities on each Site in compliance with all applicable Environmental Laws. Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on each Site in compliance with all applicable Environmental Laws and that each Site is free of prohibited levels of any Hazardous Substance as of the date of this Lease.

Landlord shall conduct any investigation and remediation as required by any Environmental Laws or common law of, all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on any Site.

18. Assignment and Subleasing. Tenant may assign this Lease and any Site Lease and its other rights hereunder and thereunder (including, without limitation its right to renew) or sublet the Premises or any portion thereof, to any person or business entity which is licensed by the Federal Communications Commission, or its successor, to operate a wireless communications business; is a parent, subsidiary or affiliate of Tenant; controls or is controlled by or under controlling interest in the ownership or assets of Tenant. Upon notification to Landlord by Tenant of an assignment, Tenant shall be relieved of all future performance, liabilities and obligations under the relevant Site Lease. Except as set forth in this Section 18, Tenant shall not assign this Lease or any Site Lease without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in Tenant's interest, rights or estate under this Lease, any Site Lease and the Antennas Facilities, and may assign this Lease, any Site Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease and any Site Lease so assigned. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees simultaneously to notify in writing Tenant and a Mortgagee of Tenant having first priority as to Tenant's leasehold interest and which has requested notice from Landlord of any default by Tenant and to give such Mortgagee the same right to cure any default as Tenant, except that the cure period for such Mortgagee shall not be less than ten (10) days after the receipt of the default notice. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease or any Site Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

19. [Reserved.]

20. [Reserved.]



21. Successors and Assigns. This Lease shall run with the Sites and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

22. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning any Antenna Facilities, and Landlord hereby consents to Tenant's right to remove all or any portion of any Antenna Facilities from time to time in Tenant's sole discretion. Landlord acknowledges that Tenant will enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Antenna Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral pursuant to the terms of this Lease; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

23. Miscellaneous.

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this Section 23.a. and any other provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice. In no event shall the liability of Landlord or Tenant under this Lease or any Site Lease include damages for lost profits, consequential or punitive damages.

b. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

c. This Lease and each Site Lease, which shall incorporate the terms hereby by reference, shall constitute the entire and integrated agreement and understanding of the parties with respect to the Site that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. Each Site Lease shall be a separate contract and the occurrence of any default thereunder shall not be deemed to constitute a default under any other Site Lease. There are no representations or understandings of any kind not set forth in this Lease or in the Site Leases. Any amendment to this Lease or any Site Lease must be in writing and executed by both parties.

d. Each party agrees to cooperate with the other in executing any documents (including a Short Form of Lease) necessary to protect its rights under this Lease and any Site Lease. Unless the laws of the state in which any given Site is located prohibit the recordation of a memorandum of lease, neither party shall record this Lease or the Site Lease pertaining thereto, but may record, in lieu thereof, the aforementioned Short Form of Lease. In the event of a recordation prohibition described above, either party may record this Lease, such Site Lease or both.



e. This Lease and each Site Lease shall be governed and construed in accordance with the internal laws of the State of Georgia.

f. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

g. If Landlord fails to perform any of its obligations under this Lease or any Site Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure within thirty (30) days after receipt of such written notice from Tenant, Tenant may, at its option without obligation and in addition to any other rights or remedies available to Tenant hereunder or under applicable law, thereafter perform such obligation or other appropriate curative action on behalf and at the expense of Landlord and do all necessary work and make all necessary payments in connection therewith, and Landlord shall, on demand, pay Tenant the amount so paid by Tenant. If Landlord fails to pay Tenant such costs after an additional thirty (30) days notice to Landlord, Tenant may withhold the amount of such costs from installments of Rent next falling due under such Site Lease.

h. The parties shall endeavor to utilize alternative forms of dispute resolution, including but not limited to mediation or neutral evaluation to resolve all disputes and claims for damages relating in any way to the performance, interpretation, validity or breach of this Lease.

i. Landlord shall provide Tenant with such information regarding each potential Site which it operates as may be necessary for Tenant to evaluate the usefulness of such potential Site for its purposes.

j. Compliance with Laws, Licenses and Permits. The Tenant shall operate in material compliance with: (i) all applicable laws, rules, regulations, orders, writs, decrees and judgments (including, but not limited to, those of the FCC and any other federal, state agency or authority of competent jurisdiction); and (ii) all valid local laws and all valid rules, regulations, orders, or other directives of the City of Atlanta issued pursuant to this Lease and each Site Lease executed hereunder. The Tenant shall have the sole responsibility for obtaining all Governmental Approvals, permits, licenses and other forms of approval or authorization necessary to construct, install, operate, upgrade, repair, maintain and remove Antenna Facilities or associated structures; provided, however, that Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

k. Non-Discrimination. Tenant agrees that, during the term of this Lease and each Site Lease, and any extensions thereof, it is bound by and will comply with the Equal Employment Opportunity (EEO) provisions and Equal Business Opportunity (EEO) provisions of Part Two of the Code of Ordinances of the City of Atlanta, as if said provisions were set forth at length in the body of this Lease. Tenant further agrees that it shall comply with the City of Atlanta's requirements for contractors with respect to First Source Jobs and Business non-discrimination.



1. Effect of Agreement. This Lease shall not become binding upon Landlord, and shall incur no liability hereunder until approved as to form by the City Attorney, executed by and sealed by the Municipal Clerk and delivered to the Tenant.

m. Landlord may from time to time as may be appropriate, update the **Exhibit A**, List of Landlord's Sites to reflect Tenant's use of such additional sites, which updated list of Sites shall be deemed incorporated in this Lease upon receipt by Tenant.

n. This Lease may be executed in several counterparts, each of which shall be an original and all of which when taken together constitute one and the same agreement.

o. Authority. The individuals executing this Lease on behalf of Landlord or Tenant with binding authority hereby warrant and represent to the other party to this Lease that such individuals have the authority to sign this Lease in their respective capacities and to bind Landlord and Tenant to the terms, covenants and conditions contained hereunder. Landlord and Tenant shall deliver to the other upon request all documents reasonably requested by the other evidencing such authority, including without limitation, a copy of all corporate resolutions, consents or minutes reflecting that all requisite corporate or partnership action has been taken so as to authorize Landlord and Tenant to enter into this Lease.

p. Time of Essence. Time is of the essence of this Lease and any Site Lease.”

[The remainder of this page is intentionally left blank.]



parties have entered into this Lease as of the date first stated above.

ATTEST

LANDLORD
CITY OF ATLANTA:

Municipal Clerk (City Seal)

Mayor

RECOMMENDED:

RECOMMENDED:

Commissioner, Department of
Administrative Service

Chief Operating Officer

RECOMMENDED:

RECOMMENDED:

Director, Bureau of Purchasing
And Real Estate

Chief Financial Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney



MABLETON INVESTMENT GROUP, LLC

By: _____
Name: Alfred C. Liggins
Title: Manager

ATTEST:

By: _____
Name:
Title:



EXHIBIT A

LIST OF LANDLORD'S SITES

Fire Station No. 31
2406 Fairburn Road, South West
Atlanta, GA



EXHIBIT B

TO THE MASTER LEASE AGREEMENT
DATED _____, 2000
BETWEEN CITY OF ATLANTA, AS LANDLORD,
AND MABLETON INVESTMENT GROUP, LLC

Cell Site ID: _____ City Site Name: Fire Station No. 31, 2406 Fairburn
State: Georgia Road, South West, Atlanta, GA
City: Atlanta Site Latitude/Longitude: 33°41' 20" 84°30' 38"

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (this "Lease") is entered into this ____ day of _____, 2000 between the City of Atlanta, a body corporate and politic ("Landlord"), and Mableton Investment Group, LLC a Delaware limited liability company ("Tenant").

Incorporation of Master Lease. This Lease is a "Site Lease" as referenced in that certain Master Lease Agreement between Landlord and Tenant, dated _____, 2000 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part of hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

Premises. The Premises leased by the Landlord to Tenant hereunder shall mean the Real Property Site located at Fire Station No. 31, 2406 Fairburn Road, South West, Atlanta, Georgia.

Term. The initial term of this Lease shall commence and expire as set forth in Section 4.a. of the Master Lease.

Rent. There will be no rent charged under the Lease for the initial term of five years. As of the first day of the first Renewal Term, the Base Rent under the Lease will be \$1,000.00 per month, and such rent shall increase by 3% each year thereafter that this Site Lease is in effect.

Tenant's Permitted Use.

a. Promptly following the receipt of regulatory approvals, Tenant shall, at its sole cost and expense, demolish the existing tower and shall design, construct and install a new tower. Tenant shall be permitted to erect a building and a self-supporting tower at Fire Station No. 31 at 2406 Fairburn Road, SW, Atlanta, Georgia not to extend more than 435 feet in height, and Landlord shall cooperate in obtaining approvals and coordinating construction. The tower shall be constructed at Tenant's sole cost and expense and, once constructed, shall become the property of Landlord and Tenant shall execute



Every documents may reasonably be required by Landlord's counsel to evidence transfer of title Tenant to Landlord. Landlord, for the term set forth herein and subject to the terms and conditions of this Lease, hereby grants to Tenant a non-exclusive license to use the Site for (i) the transmission of FM radio signals on a frequency of 102.5 MHz at a power output not to exceed facilities equivalent to 25KW ERP pursuant to all rules and regulations of the Federal Communications Commission (FCC), and (ii) the construction, alteration, maintenance, repair, replacement and relocation of Antenna Facilities related thereto.

b. Tenant shall use its reasonable, good faith efforts to promptly commence and diligently complete such new tower in a commercially reasonable manner. Following completion of the new tower, Tenant shall convey to Landlord the tower for One and No/100 Dollars (\$1.00) consideration by bill of sale reserving only unto Tenant a leasehold estate in that portion of the tower approximately described as being four hundred thirty-five (435) feet above ground level (as such tower space location may be more exactly described following construction of the tower) and the location of studio transmitter link and remote broadcast equipment, together with a non-exclusive easement over, upon, along and across such portions of the tower as is necessary to provide ingress and egress to the leased tower space and utility service to the antennas and equipment located upon the tower. Following the construction of the tower, the term Premises shall be deemed to mean and include the Tenant's tower space location.

c. Landlord and Tenant shall work cooperatively and in good faith together in order to minimize any disruption to Landlord of the Premises and the Landlord's real Property and in order to permit Tenant to install the new tower.

d. Tenant's obligation hereunder are expressly conditioned upon Tenant obtaining all of the certificates, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority and/or easements which are required from Landlord and any third parties (collectively the "Approvals"). Landlord shall cooperate with Tenant, but at no expense to Landlord, in its efforts to obtain approvals. If (i) any application by Tenant for any one of the Approvals is finally denied, rejected, cancelled, or expires, or lapses or is otherwise withdrawn or terminated, or (ii) if, due to technological changes or for any other reason, Tenant, in its sole discretion, determines that it will be unable to use Premises for Tenant's intended purposes, or (iii) if there shall exist any matters affecting Landlord's title to the Premises which prevents Tenant from using the Premises for Tenant's intended purposes, then Tenant shall have the right to immediately terminate this Lease. The date on which Tenant shall have obtained all necessary Approvals is herein referred to as the date of "Final Zoning Approval".

Revenue Sharing. Landlord shall require any third party interested in collocating on the tower to enter into a site lease with Landlord and to observe whatever technical requirements are deemed reasonable and necessary to avoid interference with Tenant and other existing carriers, if any, present on the tower at the time of the third party's collocation. Should Landlord permit other tenants to locate on the tower described in this Site Lease, in a manner consistent with the Master Lease, then Tenant shall be entitled to fifty percent (50%) of the rents paid by such other tenants during the initial five (5) year term of Tenant's Master Leases and the amount due Tenant shall be paid within thirty (30) days of Landlord's receipt of such rents.



Special Access Arrangements. Landlord hereby grants to Tenant a non-exclusive easement benefiting Tenant's interest in the Premises for reasonable and necessary pedestrian and vehicular ingress and egress, the installation of utilities serving the Premises and improvements thereon, and the maintenance and installation of guy wires and other such mechanisms required or recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard, Landlord shall also provide the Tenant any and all keys and or combinations to any locks to allow Tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

Landlord Contact for Emergency:

Tenant Contact for Emergency:



The parties have entered into this Lease as of the date first stated above.

ATTEST

LANDLORD
CITY OF ATLANTA:

Municipal Clerk (City Seal)

Mayor

RECOMMENDED:

RECOMMENDED:

Commissioner, Department of
Administrative Service

Chief Operating Officer

RECOMMENDED:

RECOMMENDED:

Director, Bureau of Purchasing
And Real Estate

Chief Financial Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney



TENANT:

MABLETON INVESTMENT GROUP, LLC

By: _____

Name: Alfred C. Liggins

Title: Manager

ATTEST:

By: _____

Name:

Title:



EXHIBIT C

COPY OF CITY COUNCIL RESOLUTION

(attach)

RCS# 2016
6/19/00
2:32 PM

Atlanta City Council

Regular Session

Consent Agenda Pages (1 - 8)

SEE ATTACHED LISTING OF
ITEMS ADOPTED/ADVERSED
ON CONSENT AGENDA

ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y McCarty	Y Dorsey	Y Moore	Y Thomas
Y Starnes	Y Woolard	Y Martin	Y Emmons
Y Bond	Y Morris	B Maddox	Y Alexander
B Winslow	Y Muller	Y Boazman	NV Pitts

ITEM (S) REMOVED FROM
CONSENT AGENDA
00-O-0795
00-R-0831

PRESIDENT PITTS RECUSED ON 00-
O-0756.

06/19/00 Council Meeting	
ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADVERSED ON CONSENT AGENDA
<ol style="list-style-type: none"> 1. 00-O-0756* 2. 00-O-0626 3. 00-O-0749 4. 00-O-0760 5. 00-O-0829 6. 00-O-0836 7. 00-O-0709 8. 00-O-0710 9. 00-R-0750 10. 00-R-0817 11. 00-R-0839 12. 00-R-0529 13. 00-R-0813 14. 00-R-0717 15. 00-R-0823 16. 00-R-0841 17. 00-R-0819 18. 00-R-0822 19. 00-R-0828 20. 00-R-0810 21. 00-R-0856 	<ol style="list-style-type: none"> 22. 00-R-0796 23. 00-R-0797 24. 00-R-0798 25. 00-R-0799 26. 00-R-0800 27. 00-R-0801 28. 00-R-0802 29. 00-R-0803 30. 00-R-0804 31. 00-R-0805 32. 00-R-0806 33. 00-R-0807 34. 00-R-0808 35. 00-R-0809 <p style="text-align: center; margin-top: 20px;">*PRESIDENT PITTS RECUSED ON 00-O-0756.</p>