

**LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND  
COMCAST CABLE COMMUNICATIONS, LLC**

THIS LEASE AGREEMENT (Agreement") is entered into this 17<sup>th</sup> day of October, 2018 (the "Effective Date"), between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Landlord"), and Comcast Cable Communications, LLC, a Delaware limited liability company, successor-in-interest to Comcast of Georgia/Virginia, Inc., a Colorado Corporation, successor-in-interest to MediaOne, Inc. ("Tenant").

WHEREAS, the property that is the subject of this Agreement is located at 10735 Jones Bridge Road, Alpharetta, GA 30202 ("Property"); and

WHEREAS, the Property already contains certain telecommunication facilities, having been built by Tenant's predecessor in interest, pursuant to the terms of three successive Lease Agreements with Landlord (the "Prior Leases"), dated April 19, 1989, August 16, 2000, and January 1, 2010, respectively, all of which have expired; and

WHEREAS, Landlord and Tenant desire to continue the location of such facilities by executing a new lease commencing on the Effective Date; and

WHEREAS, Landlord has authority to lease a portion of the Property to Tenant and is entitled to receive reasonable rent for the use of the Property; and

WHEREAS, Landlord deems the leasing of the Property to the Tenant pursuant to this Agreement to be an exercise of a proprietary, rather than a governmental, function.

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

**Section 1. Description of the Property.**

Subject to the terms and conditions of this Agreement, Landlord hereby leases to Tenant the real property (the "Premises") described in the attached Exhibit "A", which Premises are located on the Property at the intersection of Jones Bridge and Morton Roads in Alpharetta, Georgia and are also known as 10735 Jones Bridge Road. Landlord further grants to Tenant a non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Premises and for the installation and maintenance of utilities, cables, and conduits over, under and across

the Premises to and from the Premises in the location or locations described in Exhibit "A" attached hereto.

**Section 2. Rent.**

(a) For the period from January 1, 2019 through December 31, 2019, Tenant shall pay Landlord as rent, the sum of \$ \$6,841.36 per year ("Rent"). Landlord and Tenant acknowledge and agree that Tenant has already paid to Landlord, and Landlord has received from Tenant, Rent for the period from the Effective Date through December 31, 2018. Rent shall be payable on the first day of each year, in advance, at Landlord's address specified in Section 22 below and shall not be refundable. Tenant may pay Rent by ACH direct electronic deposit. On the first day of each "Renewal Term" (as defined below), annual Rent shall be increased (5%) of the amount of annual Rent payable hereunder immediately prior to the commencement of the Renewal Term. Rent during any Renewal Term likewise shall be payable on the first day of the year, in advance, as provided above.

(b) Rent during the Initial Term and Renewal Terms shall be as follows:

Initial Term	Jan 1, 2019 thru Dec 31, 2019	\$ 6,841.36
Renewal Term 1	Jan 1, 2020 thru Dec 31, 2020	\$ 7,183.43
Renewal Term 2	Jan 1, 2021 thru Dec 31, 2021	\$ 7,542.60
Renewal Term 3	Jan 1, 2022 thru Dec 31, 2022	\$ 7,919.73
Renewal Term 4	Jan 1, 2023 thru Dec 31, 2023	\$ 8,315.71

**Section 3. Term.** The "Initial Term" of this Agreement shall commence on the "Effective Date and expire at 11:59 p.m. December 31, 2019. The term of this Agreement shall extend automatically for up to four (4) additional one (1) year renewal periods (each being a "Renewal Term") commencing on the day following the expiration date of the Initial Term or of any subsequent Renewal Term, with each successive Renewal Term commencing upon the expiration date of the immediately preceding Initial or Renewal Term, unless Tenant gives written notice to Landlord of its intent not to renew, given in the manner for giving notices provide herein, not later than four (4) months prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be.

**Section 4. Tenant's Use.** Tenant shall use the Property and Premises for the purpose of maintaining, repairing, and operating the "Telecommunications Facilities" (as defined herein) and any uses incidental thereto. The Telecommunications Facilities that Tenant shall maintain, repair, and operate on the Premises are described in Exhibit "A" attached hereto. Tenant shall not relocate or make major structural modifications to the Telecommunications Facilities or any equipment storage structure without Landlord's prior written consent. Tenant may, without Landlord's consent, modify, alter, or upgrade its cables or equipment, during the term hereof, subject, however, to Tenant's duties of non-interference in this Agreement.

Tenant's use of the Premises shall be non-exclusive, and Landlord specifically reserves the right to allow the Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Premises, subject to Landlord's duties of non-interference set forth in Section 16 hereof and Tenant's rights of access and use of the Premises hereunder. Use of the Premises by the Tenant shall not under any circumstances prohibit Landlord from use or entry unto the Premises. Modification or any change of property security is not authorized by the County. The County shall have access to any locks (key) used by tenant.

**Section 5. Operation and Maintenance Standards.** Tenant shall have the right, at its sole cost and expense, to operate, repair, and maintain the Telecommunications Facilities on the Premises. Tenant's installation of any additional Telecommunications Facilities after the Effective Date shall be according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. In connection therewith, Landlord shall respond to Tenant in writing with respect to any submittal of such plans or drawings after receipt thereof with any disapproval, objection or proposed modifications within thirty (30) days of said receipt, or such plans or drawings shall be deemed approved by Landlord. Tenant shall, at its sole expense, put, keep and maintain the Telecommunications Facilities in good condition throughout the entire period of this Agreement, install and maintain them in accordance with standard good engineering practices and conform, when applicable, with the National Electrical Safety Code and all other applicable federal, state and local laws or regulations. At all reasonable times and following reasonable advance notice to Tenant, Tenant shall permit examination of the

Telecommunications Facilities by any duly authorized representative of Landlord; provided, however, that Landlord's representative shall not enter any equipment storage structure of Tenant without Tenant being provided a reasonable opportunity to have its own representative present at the time of such examination. Landlord hereby agrees to reimburse Tenant for any costs or expenses incurred by Tenant in repairing any damage to the Telecommunications facilities caused by Landlord's representative in conducting such inspection.

During the period of any installation/construction of Telecommunications Facilities, Tenant shall have, and Landlord hereby grants to Tenant, a temporary easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction, provided, however, that Tenant shall not interfere with Landlord's customary operations on the Property during Tenant's utilization of such temporary easement.

Any 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 the furnishing of materials to the Premises or any part thereof, and Tenant shall pay any and all subcontractors, material men, mechanics or laborers promptly for any work or materials claimed to have been furnished at the instance of Tenant on the Premises.

The Telecommunications Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Telecommunications Facilities at any time during the term of this Agreement, provided that the same does not otherwise interfere with Landlord's normal operations upon the Premises. The Telecommunications Facilities shall be deemed personal property for the purposes of this Agreement, regardless of whether any portion thereof is deemed real or personal property under applicable law.

**Section 6. Damage to the Property by Telecommunications Facilities.** If the Property or a portion of the Property is damaged during the term of this Agreement as a result of the installation, maintenance or operation of the Telecommunications Facilities, Tenant shall repair or rebuild the Property to substantially the condition in which the Property was immediately prior to such damage, ordinary wear and tear excepted.

**Section 7. Access to Property and Facilities.** Tenant, at all times during this Agreement, shall have an easement from the Landlord for non-exclusive vehicular ingress and egress over the Property for the purpose of accessing the Telecommunications Facilities. Tenant, at all times during this Agreement, shall have access to the Premises and the Telecommunications Facilities, on a 24-hour, 7-day per week basis, in order to install, operate and maintain such facilities.

**Section 8. Costs Associated with Tenant's Use of Property.** Tenant shall have the right, at Tenant's expense, to install utilities within the Property within the areas described in Exhibit "A", or as Landlord and Tenant shall mutually agree, and to install or improve utilities on the Premises.

Tenant shall be solely responsible for any costs incurred in securing the Telecommunications Facilities from theft, vandalism or any other damage, and Landlord shall have no responsibility for any such losses.

**Section 9. Governmental Approval Contingency.** It is understood and agreed that Tenant's ability to use the Premises for the purposes provided in this Agreement is contingent upon its obtaining, before or after the Effective Date of this Agreement, all the certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authorities. Any structural analysis, radio frequency studies, surveys or engineering studies conducted by Tenant with respect to its intended use of the Premises shall be solely at Tenant's expense.

Tenant shall be and hereby is authorized to seek, apply for or otherwise request whatever zoning, land use, permitting or regulatory exemptions that may now or hereafter be available to Tenant on account of the Premises being owned by Landlord, a political subdivision of the State of Georgia; provided, however, that Landlord makes no representation or warranty herein as to Tenant's entitlement to any such exemption.

Tenant's use of the Premises is also contingent on the submission to Landlord of documentation that Tenant has met the insurance requirements of Section 12 of this Agreement, including a certificate of insurance signed by the insurance agent or other authorized representative of the company or companies named (which signature may be electronic and need not be original). The said certificate of insurance shall provide that the subject insurance policy or policies shall not be canceled without thirty (30) days' prior written notice to Landlord.

**Section 10. Cable Franchise Agreement/Ordinance Requirements.** Tenant shall be bound by the requirements and standards contained in any Cable Franchise Agreement/Telecommunications Ordinance enacted by Fulton County which complies with, or is not preempted by, the Federal Telecommunications Act of 1996, as amended except those requirements and standards which are not applicable to Tenant.

**Section 11. Indemnification.** To the fullest extent of the Law, Tenant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents (each an "Indemnified Party") from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, reasonable attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Tenant, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements, except to the extent arising from the gross negligence or willful misconduct of any Indemnified Party. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Tenant further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act,

Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Tenant , except to the extent arising from the gross negligence or willful misconduct of any Indemnified Party. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**Section 12. Insurance. See Exhibit "B".**

**Section 13. Termination.** Except as otherwise provided in this Agreement, this Agreement may be terminated by the terminating party described below upon one hundred twenty (120) days prior written notice to the other party as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within one hundred twenty (120) days after receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof); provided, however, that if such default is capable of being cured, but not within such one hundred twenty (120) day period, this Agreement may not be terminated so long as the defaulting party commences appropriate curative action within such period and thereafter diligently prosecutes such cure to completion as promptly as possible; (b) by Tenant if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the installation/construction or operation of the Telecommunications Facilities or Tenant's business; (c) by Tenant if the Premises or Telecommunications Facilities are or become unacceptable under the Tenant's system design, interference standards, engineering specifications or usage patterns applicable to Tenant's communications system; (d) by Landlord if, under relevant building, structural or engineering codes or standards applicable to the Telecommunications Facilities, the Telecommunications Facilities are structurally unsound (provided, however, that this Lease shall not terminate if Tenant repairs, refurbishes or otherwise remedies the Telecommunications Facilities within such 120-day notice period so that the structurally unsound condition no longer exists). The foregoing shall not be deemed to shorten the period applicable to Landlord's right to terminate this Agreement for interference by Tenant as set forth in Section 15 hereof.

Unless Landlord and Tenant shall otherwise agree, upon non-renewal of this Agreement

pursuant to Section 3; termination pursuant to Sections 13, 15, 16 or 19; expiration; or otherwise, Tenant shall remove its Telecommunications Facilities from the Premises within one hundred twenty (120) days after the date of non-renewal, termination or expiration, provided that Tenant shall have no obligation to remove any underground Telecommunications Facilities. In removing its Telecommunications Facilities pursuant to this Section, Tenant shall restore the Premises to substantially the same condition in which the Premises was prior to its use by the Tenant, normal wear and tear excepted, all at Tenant's sole cost and expense. Any parts of the Telecommunications Facilities which are not removed by the end of said one hundred twenty (120) days period shall, at the Landlord's option, become the property of the Landlord, and Tenant shall have no further rights or obligations with respect thereto. In the event that Landlord does not exercise such option and Tenant fails to timely remove the Telecommunications Facilities, Tenant shall reimburse Landlord for its reasonable costs and expenses actually incurred in effecting such removal; provided, however, that any delays beyond the one hundred twenty (120) day removal period that were caused by events or circumstances beyond the reasonable control of the Tenant shall extend the one hundred twenty (120) day removal period for a period of time to be agreed to by the Landlord and Tenant.

Notice of Landlord or Tenant's exercise of its right to terminate under this Section 13 shall be given in writing in accordance with Section 22 hereof, and shall be effective upon the sixtieth (60<sup>th</sup>) day after the non-terminating party's receipt of such notice as evidenced by the delivery receipt or return receipt. All Rent paid pursuant to this Agreement prior to the termination date shall be retained by Landlord.

**Section 14. Temporary Interruptions of Service.** If Landlord reasonably and in good faith determines under applicable standards, specifications or other requirements relating to public health, welfare or safety that continued operation of the Telecommunications Facilities would cause or contribute to an immediate threat to public health, welfare or safety, Landlord may, with prior notice to the Tenant, interrupt operation of the Telecommunications Facilities or may order Tenant to discontinue its operations. If notice is given orally, it shall be deemed valid if followed by written notice within 48 hours. Service shall be discontinued only for the period that the immediate threat exists. Landlord shall not be liable to Tenant or any other party for any



interruption in Tenant's service or interference with Tenant's operation of the Telecommunications Facilities if Landlord has acted in accordance with this Section 14.

**Section 15. Interference with Communications.** Tenant shall not operate the Telecommunications Facilities in a manner that interferes with the operations of the Property by Landlord, or by tenants or licensees of Landlord holding rights to the Property prior to the effective date of the earliest of the three Prior Leases. If such interference occurs, Tenant shall, following written notice thereof from Landlord, take appropriate measures necessary to eliminate or correct such interference. If such interference cannot be eliminated within 72 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating the component or components of all Telecommunications Facilities causing such interference and shall not reactivate operation thereof, except intermittent operation for the purpose of testing, until the interference has been corrected or eliminated. If such interference continues to occur thirty (30) days after Tenant has received Landlord's written notice, Landlord may, at its option, terminate this Agreement immediately upon written notice to Tenant.

**Section 16. Interference - Landlord and Subsequent Occupants.** Landlord agrees that it shall not conduct its operations on the Property so as to interfere with Tenant's operations on the Premises. Landlord further agrees that it will require any tenants, licenses or other occupants acquiring rights to use or occupy the Property after the effective date of the earliest of the three Prior Leases to provide to Landlord the same assurances against interference required of Tenant pursuant to this Agreement and Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent tenants. If such interference is not eliminated, Tenant shall have the right to terminate this Agreement or seek injunctive relief enjoining such interfering use generated by any other occupant of the Property or seek other redress with respect thereto.

**Section 17. Telecommunications Facilities.** With respect to any Telecommunications Facilities to be installed/constructed by Tenant on the Premises, the parties hereby agree as follows:

- (a) The parties hereby acknowledge that the date for commencement of any

installation/construction of the Telecommunications Facilities, the design for any installation/construction of the Telecommunications Facilities and the process and timing of any installation/construction shall be determined and directed by Tenant in its sole discretion and under its sole supervision (subject to Landlord's review of plans described in Section 5 hereof and Tenant's compliance with its installation/construction duties described therein). Tenant shall likewise be entitled to select any contractors or subcontractors to conduct the installation/construction of the Telecommunications Facilities;

- (b) Tenant shall, during the term of this Agreement, repair and maintain the Telecommunications Facilities in good working order. In connection therewith, Tenant shall have the duty of maintaining the Telecommunications Facilities in compliance with any and all applicable lighting, painting, marking or other requirements pertaining to telecommunication facilities or similar structures promulgated by federal, state or local agencies, or authorities having jurisdiction with respect thereto. In the case of casualty or condemnation affecting the Telecommunications Facilities as described in Section 19 of this Agreement, Tenant's rights with respect to the Agreement shall be as described in said Section 19.

**Section 18. Assignment.**

(a) Tenant may assign this Agreement and any rights hereunder or sublease all or part of the Premises, at any time to Tenant's "Affiliates." As used herein, "Affiliate" shall mean a parent or subsidiary of Tenant, an entity that owns or controls, is owned or controlled by, or is under common ownership or control with Tenant, or an entity which merges or is consolidated with Tenant or which purchases a controlling interest in the ownership of Tenant or assets of Tenant in Alpharetta, Georgia. As to other parties, this Agreement may not be sold, assigned, or transferred, or the Telecommunications Facilities and Premises subleased, without the written consent of the Landlord, such consent not to be unreasonably denied, conditioned, or delayed. Landlord may require a non-"Affiliate" assignee or transferee to post with Landlord security in the form of a cash deposit, letter of credit, or surety bond satisfactory in form and amount, which

shall be fully refunded or otherwise released to the posting party upon termination of this Agreement and upon the timely removal of the Telecommunications Facilities pursuant to this Agreement, to the reasonable satisfaction of the Landlord. This Agreement shall run with the Premises described in Exhibit "A". This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

In the event of transfer or assignment permitted under this Section 18, a transferee or assignee shall not be authorized to construct or operate its improvements on the Premises until Landlord has approved appropriate installation/construction drawings or plans pertaining thereto in accordance with Section 5 hereof, such approval not to be unreasonably withheld, and provided further that Landlord agrees that the timing procedure for review set forth in Section 5 shall apply to such drawings or plans submitted to Landlord.

**Section 19. Condemnation and Casualty.** In the event the whole of the Premises is taken by eminent domain, this Agreement shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to prohibit Tenant's operation of the Telecommunications Facilities in a commercially reasonable manner, either party shall have the right to terminate this Agreement as of the date of title transfer, by giving thirty (30) days' written notice to the other party.

If at any time during the term of this Agreement all or substantially all of the Telecommunications Facilities shall be damaged and/or destroyed by fire or other casualty, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination shall be effective as of the date of such notice, and whereupon Tenant shall be entitled to collect all insurance proceeds payable on account thereof under policies of insurance maintained by Tenant.

**Section 20. Hazardous Materials.** Neither party shall (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Premises or Landlord's Property in any manner prohibited by law. Tenant shall indemnify and hold Landlord 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, reasonable attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Premises if caused by Tenant or persons acting under Tenant. Tenant shall have no obligation with respect to Hazardous Materials existing at the Premises prior to Tenant's occupancy of same pursuant to the earliest of the three Prior Leases or any Hazardous Materials not caused by Tenant or persons acting under Tenant. As used herein, "Hazardous Materials" means any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, provided that "Hazardous Materials" shall not include cleaning products or office supplies.

**Section 21. Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Telecommunications Facilities located upon the Premises.

**Section 22. Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, by personal delivery against receipt or by overnight delivery by a nationally recognized carrier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice).

If to Landlord:

County Manager  
141 Pryor Street, S.W., Suite 10067  
Atlanta, Georgia 30303

Director of Real Estate & Asset Management  
141 Pryor Street, Suite 6001  
Atlanta, Georgia 30303

Director Fulton County Emergency Services  
130 Peachtree St SW, Suite 3147  
Atlanta, Georgia 30303

**With a copy to:**  
County Attorney  
141 Pryor Street, S.W., Suite 4038  
Atlanta, Georgia 30303

If to Tenant:

Comcast of the South  
6200 The Corners Pkwy  
Norcross, Georgia 30092  
Attention: Facilities Director

**With a copy to:**  
Comcast Cable Communications, LLC  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19103-2838  
Attention: Real Estate Counsel

**Section 23. Miscellaneous.**

(a) Each party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.

(b) Each party agrees to cooperate with the other in executing any documents (including a short form or Memorandum of Lease) requested by a party to protect or confirm its rights under this Agreement. Neither party shall record this Agreement in the records of the Clerk of Superior court of Fulton County, but may record, in lieu thereof, the aforementioned short form or Memorandum of Lease.

(c) In the event that Tenant shall remain in possession after the expiration of the Initial Term and any Renewal Term, without execution of a new lease between Landlord and Tenant, Tenant shall be tenant from month to month under all terms, provisions, and covenants of this Agreement and thereafter either party may terminate such tenancy upon thirty day's written notice. Tenant's annual Rent for such holdover period shall continue to increase annually (10%) based on the amount of annual Rent payable immediately prior to the expiration of this Agreement.

**Section 24. Authority.**

(a) Each of the Tenant and the Landlord represents to the other party that the individual executing this Agreement on its behalf is authorized to do so by requisite action of the party to this Agreement.

(b) Landlord covenants and warrants that (i) it has good, marketable and unencumbered title to the Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Tenant's permitted use of the Premises; and (ii) 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.

(c) Following the expiration or termination of this Agreement, Tenant agrees to execute and deliver to Landlord, in recordable form, a quitclaim deed or other cancellation, confirming that this Agreement has expired or terminated, as the case may be.

**Section 25. Complete Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement(s) of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

**Section 26. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Georgia.

**Section 27. Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**Section 28. Force Majeure.** Neither party shall be liable to the other party for its failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any event beyond such party's control, including (but not limited to) acts of God, acts of public authority, war, riot, strike, work stoppages, or failures or delays of utilities, suppliers, or carriers.

IN WITNESS WHEREOF, parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LANDLORD:**

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

By: [Signature]

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

[Signature]  
Clerk, Fulton County Board of Commissioners



APPROVED AS TO FORM

This 20th day of NOV., 2018

[Signature]  
Patrice Perkins-Hooker, County Attorney

Attest: [Signature]

**TENANT:**

COMCAST CABLE COMMUNICATION, LLC., a Delaware Limited Liability Company, Successor-In- Interest to Comcast of Georgia/Virginia, Inc.

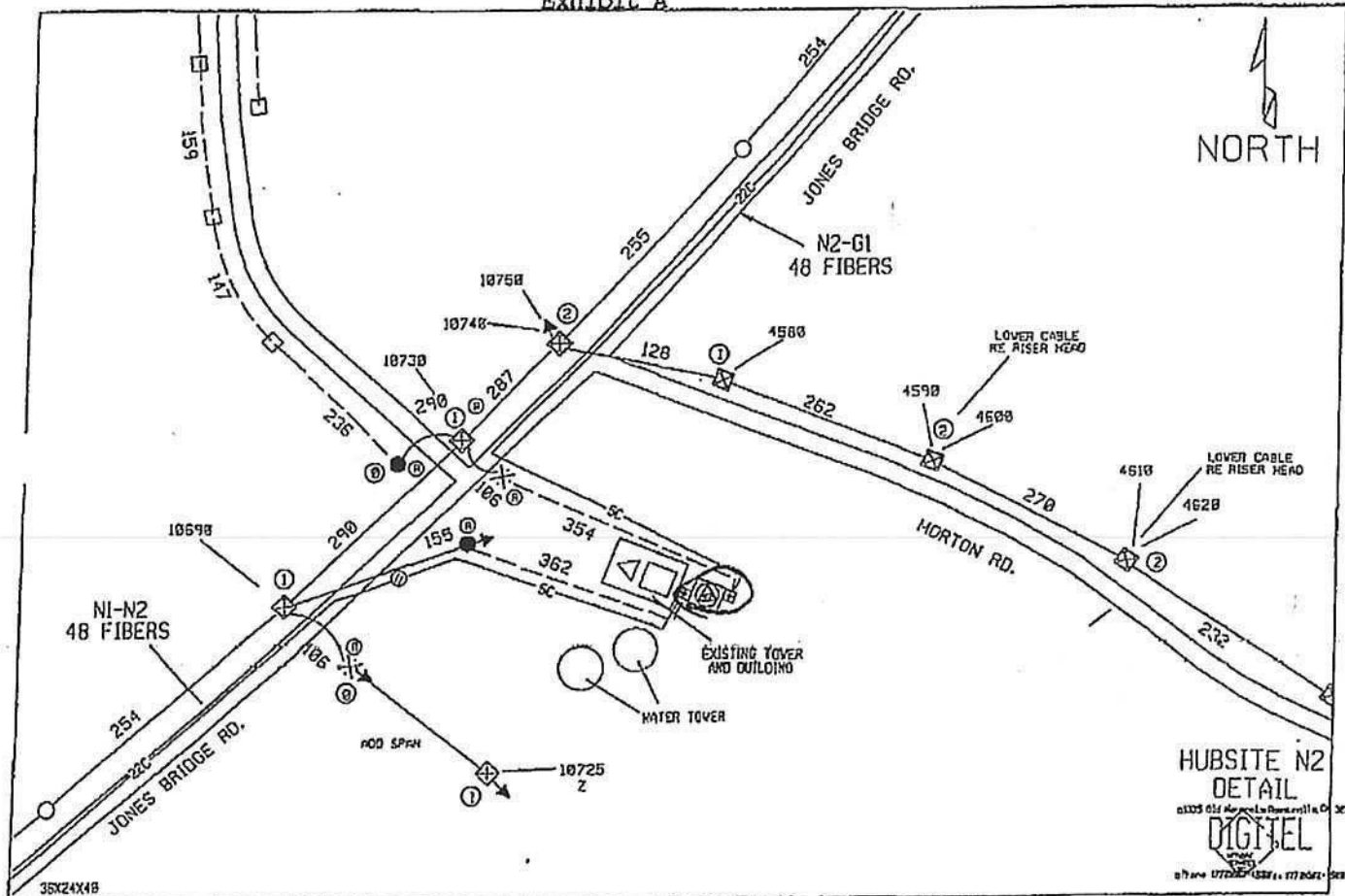
Seal:



By: [Signature]

Douglas R Guthrie  
Title: SUP Big South Region

Exhibit A





## EXHIBIT B

### Insurance and Risk Management Provisions

Comcast Cable Communications, LLC shall provide a Certificate of Insurance evidencing the following minimum coverages.

Evidence of said insurance coverages shall be provided on or before the inception date of the Agreement.

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

Cover all of Comcast personnel performing work in connection with this Agreement.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$2,000,000
	General Aggregate	-	\$3,000,000
Products/Completed Operation	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$300,000

**3. UMBRELLA LIABILITY** Each Occurrence /Aggregate - \$3,000,000  
(In excess of above noted coverages). Overall limits of liability may be met through any combination of primary and excess liability policies.

#### Certificates:

Comcast Cable Communications, LLC shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered such that Comcast Cable Communications, LLC would no longer comply with the requirements of this Exhibit B. Policies and Certificates of Insurance are to list Fulton County, its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 or its' equivalent or on a blanket basis.

Comcast Cable Communications, LLC's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory with respect to losses for which Comcast Cable Communications, LLC is responsible under the Lease.

Additional Insured under the General Liability and Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

**Important:**

The obligations for Comcast Cable Communications, LLC to procure and maintain insurance shall not be constructed to waive, restrict or impose other obligations. It is understood that neither failure to neither comply nor full compliance with the foregoing insurance requirements shall limit or relieve Comcast Cable Communications, LLC from any liability incurred as a result of their or any agent or sub-contractors activities/operations in conjunction with the Agreement, nor otherwise alter the liabilities of Comcast Cable Communications, LLC.