

**IN THE UNITED STATES DISTRICT COURT OF
THE NORTHERN DISTRICT OF MISSISSIPPI
ABERDEEN DIVISION**

AMERICAN TOWER, L.P.

PLAINTIFF

VS.

CAUSE NO. 1:16-CV-00133-NBB-DAS

**URBAN RADIO BROADCASTING, LLC;
URBAN RADIO LICENSES, LLC; and
URBAN RADIO COMMUNICATIONS, LLC**

DEFENDANTS

AGREED JUDGMENT

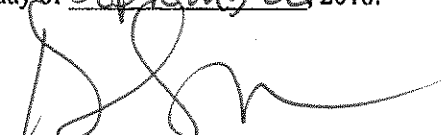
THIS DAY this cause came on for hearing on the Complaint of Plaintiff American Tower, L.P. against Defendants Urban Radio Broadcasting, LLC, Urban Radio Communications, LLC, and Urban Radio Licenses, LLC, and the Court being fully advised in the premises, and being further advised that Defendants have agreed and consented to the terms of this Agreed Judgment, hereby orders as follows:

1. The parties to this action have consented to trial by U.S. Magistrate Judge and have reached an agreement to settle all claims and defenses which have been or could have been made arising out of the facts described in Plaintiff's Complaint for Damages and Removal from Premises.
2. In order to resolve the litigation of this action among all parties and to settle this dispute, Urban Radio Broadcasting, LLC hereby agrees and consents to this judgment against it and in favor of American Tower, L.P. in the amount of Two Hundred Fourteen Thousand Nine Hundred Seventy-Four and 17/100 Dollars (\$214,974.17) (the "Agreed Judgment").

3. The May 1, 2004, Lease Agreement between American Tower, L.P. and Urban Radio Broadcasting, LLC, is hereby terminated in its entirety and is no longer in force and effect.
4. Urban Radio Broadcasting, LLC, Urban Radio Communications, LLC, and Urban Radio Licenses, LLC (collectively "Urban") are hereby evicted from the premises and tower that are the subject of the May 1, 2004, Lease Agreement, and Urban shall, at its own expense, remove all of its personal property and equipment from the premises and tower within ninety (90) days from the date of entry of this Agreed Judgment. If any of Urban's personal property or equipment is not removed from the premises or the tower within ninety (90) days, then American Tower, L.P. or any of its affiliate companies, shall have the right to remove Urban's personal property and equipment from the premises and tower, and American Tower shall have the right to dispose of all such personal property and equipment in its sole discretion.
5. If American Tower, L.P. or any of its affiliate companies, incurs the cost and expense to remove any of Urban's personal property or equipment from the premises or tower, then all costs and expenses incurred to remove and dispose of Urban's personal property or equipment will be presented to this Court and the total amount incurred shall be added to the total amount of this judgment by entry of an amended judgment.
6. This Agreed Judgment shall be entered against Urban Radio Broadcasting, LLC, without delay, and there shall be a stay of execution on this Agreed Judgment for thirty (30) days from the date of entry with the Clerk of Court. Upon the expiration of thirty (30) days the stay of execution shall be deemed automatically lifted without further action required by the Court or by any party.


7. Interest shall accrue on the amount of the Agreed Judgment, and any amended judgment thereto, at a rate of eight percent (8%) per annum from the date of entry until the Agreed Judgment and any amended judgment is paid in full.
8. Defendants, Urban Radio Communications, LLC, and Urban Radio Licenses, LLC, are hereby dismissed from this action with prejudice.
9. The settlement between the parties hereto is based upon true and valuable consideration and is both fair and equitable; and accordingly, this Agreed Judgment should be and hereby is accepted by the Court.
10. This Court will retain jurisdiction of this action should this Agreed Judgment need amendment for purposes of enforcing paragraph 5 above.

SO ORDERED AND ADJUDGED, this the 5 day of September, 2018.

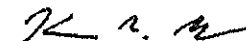


United States Magistrate Judge

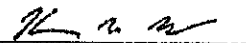
Agreed and submitted by:



American Tower, L.P.
By: MARGARET ROBINSON
Title: SR COUNSEL



Urban Radio Broadcasting, L.P.C.
By: KEVIN WAGNER
Title: PRESIDENT



Urban Radio Communications, L.P.C.
By: KEVIN WAGNER
Title: PRESIDENT

K W M
Urban Radio Licenses, L.P.C.
By: KEVIN WABNER
Title: PRESIDENT

Agreed to as to form:
J Wilbourn Vise
J. Wilbourn Vise, Esq. (MSB No. 10135)

Wilbur O. Colom
Wilbur O. Colom, Esq. (MSB # 6403)