

THE THIRD AMENDMENT TO GROUND LEASE AGREEMENT

This Third Amendment to Ground Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Smyrna, Georgia**, a municipality of the State of Georgia ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated March 16, 2000 (the "**Original Lease**"), as amended by that certain First Amendment to Ground Lease Agreement and Short Form of Ground Lease Agreement dated September 14, 2000 (the "**First Amendment**"), and by that certain Second Amendment to Ground Lease Agreement dated July 6, 2009 (the "**Second Amendment**" which collectively with the Original Lease and First Amendment being the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord within sixty (60) days from Tenant's execution; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 1, 2000 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on January 31, 2025. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for

APPROVED

Per the City of Smyrna
Mayor and Council

Official Meeting Minutes

ATC Site No: 412399

VZW Site No: 133295

Site Name: Belmont Hills GA

SCANNED

BY: _____ Date: _____

Date: _____

each of four (4) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to “**Renewal Term**” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, , the rent payable from Tenant to Landlord under the Lease is hereby increased to **Three Thousand and 00/100 Dollars (\$3,000.00)** per month (the “**Rent**”). Commencing on and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. All Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Smyrna, Georgia**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that to the best of their knowledge no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: ((i) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord;
6. **Confidentiality.** Landlord agrees and acknowledges that to the extent allowed by law, all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord’s, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** The Parties acknowledge and agree that Section 13 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this

ATC Site No: 412399

VZW Site No: 133295

Site Name: Belmont Hills GA

Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 1306 Bank Street SE, Suite #200, Smyrna, GA 30081; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Smyrna, Georgia,
a municipality of the State of Georgia,

Signature: _____
Print Name: DEREK NORTON
Title: Mayor
Date: July 18, 2022



ATTEST:

Signature: _____
Print Name: Heather K. Peacon-Corn
Title: City Clerk
Date: July 18, 2022

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

ALL THAT TRACT OR PARCEL OF LAND lying and being located in Land Lot 445, of the 17th District, and 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING,

Beginning at the southwesterly corner of Land Lot 445, said point being the common corner of Land Lots 420, 445, 419 and 446 running thence north along the western land lot line of said land lot 445 a distance of 220.0 feet to an iron pin found which point is the TRUE POINT OF BEGINNING. Thence running north 00° 27' 25" East a distance of 569.31 feet to an iron pin found; thence North 1° 18' 00" East 217.29 feet to an iron pin found on the Southerly right-of-way line of Wells Circle, said road having a 40' right-of-way; thence running South 89° 40' 18" East a distance of 485.15 feet to an iron pin found; thence running South 0° 12' 48" West a distance of 95.59 feet to an iron pin set; thence running South 3° 51' 47" West a distance of 323.68 feet to an iron pin set; thence running South 89° 56' 15" East a distance of 140.00 feet to an iron pin set; thence running South 89° 38' 33" East a distance of 576.76 feet to an iron pin set on the Southwesterly right-of-way line of Marietta Atlanta Highway, said road having a 40 foot right-of-way; thence running South 24° 00' 00" East along the Southwesterly right-of-way of Marietta Atlanta Highway a distance of 50.0 feet to an iron pin found; thence running South 89° 56' 15" West a distance of 599.86 feet to an iron pin found; thence running South 1° 58' 54" West a distance of 265.35 feet to an iron pin found; thence running South 85° 14' 36" West a distance of 597.92 feet to an iron pin found which marks the TRUE POINT OF BEGINNING.

Being situated in the County of Cobb, State of GA, and being known as
Cobb County APN: 17-0445- -020 .

EXHIBIT A
(continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

TO FIND THE POINT OF BEGINNING, commence at an iron pin on the southwesterly right of way line of Atlanta Road (right of way width varies), said iron pin being located 455.54 feet northwesterly as measured along the southwesterly right of way line of Atlanta Road from the point of intersection of the southwesterly right of way line of Atlanta Road and the northerly right of way line of Belmont Circle (right of way width varies); thence along the right of way line of Atlanta Road along a curve to the left having an arc length of 39.18 feet, a radius of 13710.99 feet, a chord bearing of North 24 degrees 17 minutes 33 seconds West and a chord distance of 39.18 feet to a point, said point also being the centerline of a 20 foot wide Access Easement; thence leaving said right of way line of Atlanta Road and proceed along the centerline of a 20 foot wide Access Easement the following courses and distances: South 88 degrees 56 minutes 35 seconds West a distance of 585.72 feet to a point; South 89 degrees 32 minutes 03 seconds West a distance of 252.49 feet to a point; along a curve to the right having an arc length of 52.55 feet, a radius of 20.00 feet, a chord bearing of North 15 degrees 11 minutes 15 seconds West and a chord distance of 38.69 feet to a point; along a curve to the left having an arc length of 20.94 feet, a radius of 20.00 feet, a chord bearing of North 30 degrees 05 minutes 32 seconds East and a chord distance of 20.00 feet to a point; North 00 degrees 05 minutes 37 seconds East a distance of 57.20 feet to a point; along a curve to the left having an arc length of 65.93 feet, a radius of 50.00 feet, a chord bearing of North 37 degrees 40 minutes 53 seconds West and a chord distance of 61.26 feet to a point; North 75 degrees 27 minutes 23 seconds West a distance of 191.01 feet to a point which marks the TERMINUS of said centerline of a 20 foot wide Access Easement and **THE POINT OF BEGINNING** of the Vodafone Airtouch Licenses LLC Lease Premises.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence South 00 degrees 00 minutes 00 seconds East a distance of 10.33 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West a distance of 40.00 feet to an iron pin; thence North 00 degrees 00 minutes 00 seconds East a distance of 60.00 feet to an iron pin; thence North 90 degrees 00 minutes 00 seconds East a distance of 40.00 feet to a PK nail; thence South 00 degrees 00 minutes 00 seconds East a distance of 49.67 feet to a point and **THE POINT OF BEGINNING**: said property being shown as a 0.055 acre (2,400 square feet), tract of land on a survey for Vodafone Airtouch Licenses LLC prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor Number 2420, dated September 3, 1999, and last revised February 4, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

EXHIBIT A
(continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

20 Foot Wide Access and Utility Easement:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 445 of the 17th District, 2nd Section, City of Smyrna, Cobb County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin on the southwesterly right of way line of Atlanta Road (right of way width varies), said iron pin being located 455.54 feet northwesterly as measured along the southwesterly right of way line of Atlanta Road from the point of intersection of the southwesterly right of way line of Atlanta Road and the northerly right of way line of Belmont Circle (right of way width varies); thence along the right of way line of Atlanta Road along a curve to the left having an arc length of 39.18 feet, a radius of 13710.99 feet, a chord bearing of North 24 degrees 17 minutes 33 seconds West and a chord distance of 39.18 feet to a point and **THE POINT OF BEGINNING** of the centerline of a 20 foot wide Access Easement.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence leaving said right of way line of Atlanta Road and proceed along the centerline of a 20 foot wide Access Easement the following courses and distances: South 88 degrees 56 minutes 35 seconds West a distance of 585.72 feet to a point; South 89 degrees 32 minutes 03 seconds West a distance of 252.49 feet to a point; along a curve to the right having an arc length of 52.55 feet, a radius of 20.00 feet, a chord bearing of North 15 degrees 11 minutes 15 seconds West and a chord distance of 38.69 feet to a point; along a curve to the left having an arc length of 20.94 feet, a radius of 20.00 feet, a chord bearing of North 30 degrees 05 minutes 32 seconds East and a chord distance of 20.00 feet to a point; North 00 degrees 05 minutes 37 seconds East a distance of 57.20 feet to a point; along a curve to the left having an arc length of 65.93 feet, a radius of 50.00 feet, a chord bearing of North 37 degrees 40 minutes 53 seconds West and a chord distance of 61.26 feet to a point; North 75 degrees 27 minutes 23 seconds West a distance of 191.01 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access Easement; said property being shown on a survey for Vodafone Airtouch Licenses LLC prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor Number 2420, dated September 3, 1999, and last revised February 4, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

EXHIBIT A
(continued)

10 Foot Wide Utility Easement

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 445 of the 17th District, 2nd Section, City of Smyrna, Cobb County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin on the southwesterly right of way line of Atlanta Road (right of way width varies), said iron pin being located 455.54 feet northwesterly as measured along the southwesterly right of way line of Atlanta Road from the point of intersection of the southwesterly right of way line of Atlanta Road and the northerly right of way line of Belmont Circle (right of way width varies); thence along the right of way line of Atlanta Road along a curve to the left having an arc length of 39.18 feet, a radius of 13710.99 feet, a chord bearing of North 24 degrees 17 minutes 33 seconds West and a chord distance of 39.18 feet to a point, said point also being the centerline of a 20 foot wide Access Easement; thence leaving said right of way line of Atlanta Road and proceed along the centerline of a 20 foot wide Access Easement the following courses and distances: South 88 degrees 56 minutes 35 seconds West a distance of 585.72 feet to a point; South 89 degrees 32 minutes 03 seconds West a distance of 252.49 feet to a point; along a curve to the right having an arc length of 52.55 feet, a radius of 20.00 feet, a chord bearing of North 15 degrees 11 minutes 15 seconds West and a chord distance of 38.69 feet to a point; along a curve to the left having an arc length of 20.94 feet, a radius of 20.00 feet, a chord bearing of North 30 degrees 05 minutes 32 seconds East and a chord distance of 20.00 feet to a point; North 00 degrees 05 minutes 37 seconds East a distance of 57.20 feet to a point; along a curve to the left having an arc length of 65.93 feet, a radius of 50.00 feet, a chord bearing of North 37 degrees 40 minutes 53 seconds West and a chord distance of 61.26 feet to a point; North 75 degrees 27 minutes 23 seconds West a distance of 191.01 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access Easement; thence South 00 degrees 00 minutes 00 seconds East a distance of 10.33 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West a distance of 40.00 feet to an iron pin; thence North 00 degrees 00 minutes 00 seconds East a distance of 60.00 feet to an iron pin; thence North 90 degrees 00 minutes 00 seconds East a distance of 40.00 feet to an iron pin and **THE POINT OF BEGINNING** of the centerline of a 10 foot wide Utility Easement.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence proceed along the centerline of a 10 foot wide Utility Easement the following courses and distances: North 55 degrees 50 minutes 24 seconds East a distance of 136.72 feet to a point; North 17 degrees 35 minutes 53 seconds East a distance of 35.84 feet to a point; North 07 degrees 32 minutes 08 seconds West a distance of 81.04 feet to a point on the southerly right of way line of Wells Circle (40 foot right of way), which marks the **TERMINUS** of said centerline of a 10 foot wide Utility Easement: said property being shown on a survey for Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor Number 2420, dated September 3, 1999, and last revised August 9, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Jeanette Robinson, Esq.

ATC Site No: 412399

ATC Site Name: Belmont Hills GA

Assessor's Parcel No(s): 17-0445- -020

Prior Recorded Lease Reference:

Book 13296, Page 3282

State of Georgia

County of Cobb

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Smyrna, Georgia**, a municipality of the State of Georgia ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated March 16, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be January 31, 2045. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on

ATC Site No: 412399

VZW Site No: 133295

Site Name: Belmont Hills GA

Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 1306 Bank Street SE, Suite #200, Smyrna, GA 30081; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Governing Law. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Georgia in which the Leased Premises is situated.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Smyrna, Georgia,
a municipality of the State of Georgia,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT**WITNESS****Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

ALL THAT TRACT OR PARCEL OF LAND lying and being located in Land Lot 445, of the 17th District, and 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING,

Beginning at the southwesterly corner of Land Lot 445, said point being the common corner of Land Lots 420, 445, 419 and 446 running thence north along the western land lot line of said land lot 445 a distance of 220.0 feet to an iron pin found which point is the TRUE POINT OF BEGINNING. Thence running north 00° 27' 25" East a distance of 569.31 feet to an iron pin found; thence North 1° 18' 00" East 217.29 feet to an iron pin found on the Southerly right-of-way line of Wells Circle, said road having a 40' right-of-way; thence running South 89° 40' 18" East a distance of 485.15 feet to an iron pin found; thence running South 0° 12' 48" West a distance of 95.59 feet to an iron pin set; thence running South 3° 51' 47" West a distance of 323.68 feet to an iron pin set; thence running South 89° 56' 15" East a distance of 140.00 feet to an iron pin set; thence running South 89° 38' 33" East a distance of 576.76 feet to an iron pin set on the Southwesterly right-of-way line of Marietta Atlanta Highway, said road having a 40 foot right-of-way; thence running South 24° 00' 00" East along the Southwesterly right-of-way of Marietta Atlanta Highway a distance of 50.0 feet to an iron pin found; thence running South 89° 56' 15" West a distance of 599.86 feet to an iron pin found; thence running South 1° 58' 54" West a distance of 265.35 feet to an iron pin found; thence running South 85° 14' 36" West a distance of 597.92 feet to an iron pin found which marks the TRUE POINT OF BEGINNING.

Being situated in the County of Cobb, State of GA, and being known as
Cobb County APN: 17-0445- -020 .

EXHIBIT A
(continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

TO FIND THE POINT OF BEGINNING, commence at an iron pin on the southwesterly right of way line of Atlanta Road (right of way width varies), said iron pin being located 455.54 feet northwesterly as measured along the southwesterly right of way line of Atlanta Road from the point of intersection of the southwesterly right of way line of Atlanta Road and the northerly right of way line of Belmont Circle (right of way width varies); thence along the right of way line of Atlanta Road along a curve to the left having an arc length of 39.18 feet, a radius of 13710.99 feet, a chord bearing of North 24 degrees 17 minutes 33 seconds West and a chord distance of 39.18 feet to a point, said point also being the centerline of a 20 foot wide Access Easement; thence leaving said right of way line of Atlanta Road and proceed along the centerline of a 20 foot wide Access Easement the following courses and distances: South 88 degrees 56 minutes 35 seconds West a distance of 585.72 feet to a point; South 89 degrees 32 minutes 03 seconds West a distance of 252.49 feet to a point; along a curve to the right having an arc length of 52.55 feet, a radius of 20.00 feet, a chord bearing of North 15 degrees 11 minutes 15 seconds West and a chord distance of 38.69 feet to a point; along a curve to the left having an arc length of 20.94 feet, a radius of 20.00 feet, a chord bearing of North 30 degrees 05 minutes 32 seconds East and a chord distance of 20.00 feet to a point; North 00 degrees 05 minutes 37 seconds East a distance of 57.20 feet to a point; along a curve to the left having an arc length of 65.93 feet, a radius of 50.00 feet, a chord bearing of North 37 degrees 40 minutes 53 seconds West and a chord distance of 61.26 feet to a point; North 75 degrees 27 minutes 23 seconds West a distance of 191.01 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access Easement and **THE POINT OF BEGINNING** of the Vodafone Airtouch Licenses LLC Lease Premises.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence South 00 degrees 00 minutes 00 seconds East a distance of 10.33 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West a distance of 40.00 feet to an iron pin; thence North 00 degrees 00 minutes 00 seconds East a distance of 60.00 feet to an iron pin; thence North 90 degrees 00 minutes 00 seconds East a distance of 40.00 feet to a PK nail; thence South 00 degrees 00 minutes 00 seconds East a distance of 49.67 feet to a point and **THE POINT OF BEGINNING**: said property being shown as a 0.055 acre (2,400 square feet), tract of land on a survey for Vodafone Airtouch Licenses LLC prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor Number 2420, dated September 3, 1999, and last revised February 4, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

EXHIBIT A
(continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

20 Foot Wide Access and Utility Easement:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 445 of the 17th District, 2nd Section, City of Smyrna, Cobb County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin on the southwesterly right of way line of Atlanta Road (right of way width varies), said iron pin being located 455.54 feet northwesterly as measured along the southwesterly right of way line of Atlanta Road from the point of intersection of the southwesterly right of way line of Atlanta Road and the northerly right of way line of Belmont Circle (right of way width varies); thence along the right of way line of Atlanta Road along a curve to the left having an arc length of 39.18 feet, a radius of 13710.99 feet, a chord bearing of North 24 degrees 17 minutes 33 seconds West and a chord distance of 39.18 feet to a point and **THE POINT OF BEGINNING** of the centerline of a 20 foot wide Access Easement.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence leaving said right of way line of Atlanta Road and proceed along the centerline of a 20 foot wide Access Easement the following courses and distances: South 88 degrees 56 minutes 35 seconds West a distance of 585.72 feet to a point; South 89 degrees 32 minutes 03 seconds West a distance of 252.49 feet to a point; along a curve to the right having an arc length of 52.55 feet, a radius of 20.00 feet, a chord bearing of North 15 degrees 11 minutes 15 seconds West and a chord distance of 38.69 feet to a point; along a curve to the left having an arc length of 20.94 feet, a radius of 20.00 feet, a chord bearing of North 30 degrees 05 minutes 32 seconds East and a chord distance of 20.00 feet to a point; North 00 degrees 05 minutes 37 seconds East a distance of 57.20 feet to a point; along a curve to the left having an arc length of 65.93 feet, a radius of 50.00 feet, a chord bearing of North 37 degrees 40 minutes 53 seconds West and a chord distance of 61.26 feet to a point; North 75 degrees 27 minutes 23 seconds West a distance of 191.01 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access Easement; said property being shown on a survey for Vodafone Airtouch Licenses LLC prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor Number 2420, dated September 3, 1999, and last revised February 4, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

EXHIBIT A
(continued)

10 Foot Wide Utility Easement

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 445 of the 17th District, 2nd Section, City of Smyrna, Cobb County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin on the southwesterly right of way line of Atlanta Road (right of way width varies), said iron pin being located 455.54 feet northwesterly as measured along the southwesterly right of way line of Atlanta Road from the point of intersection of the southwesterly right of way line of Atlanta Road and the northerly right of way line of Belmont Circle (right of way width varies); thence along the right of way line of Atlanta Road along a curve to the left having an arc length of 39.18 feet, a radius of 13710.99 feet, a chord bearing of North 24 degrees 17 minutes 33 seconds West and a chord distance of 39.18 feet to a point, said point also being the centerline of a 20 foot wide Access Easement; thence leaving said right of way line of Atlanta Road and proceed along the centerline of a 20 foot wide Access Easement the following courses and distances: South 88 degrees 56 minutes 35 seconds West a distance of 585.72 feet to a point; South 89 degrees 32 minutes 03 seconds West a distance of 252.49 feet to a point; along a curve to the right having an arc length of 52.55 feet, a radius of 20.00 feet, a chord bearing of North 15 degrees 11 minutes 15 seconds West and a chord distance of 38.69 feet to a point; along a curve to the left having an arc length of 20.94 feet, a radius of 20.00 feet, a chord bearing of North 30 degrees 05 minutes 32 seconds East and a chord distance of 20.00 feet to a point; North 00 degrees 05 minutes 37 seconds East a distance of 57.20 feet to a point; along a curve to the left having an arc length of 65.93 feet, a radius of 50.00 feet, a chord bearing of North 37 degrees 40 minutes 53 seconds West and a chord distance of 61.26 feet to a point; North 75 degrees 27 minutes 23 seconds West a distance of 191.01 feet to a point which marks the **TERMINUS** of said centerline of a 20 foot wide Access Easement; thence South 00 degrees 00 minutes 00 seconds East a distance of 10.33 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West a distance of 40.00 feet to an iron pin; thence North 00 degrees 00 minutes 00 seconds East a distance of 60.00 feet to an iron pin; thence North 90 degrees 00 minutes 00 seconds East a distance of 40.00 feet to an iron pin and **THE POINT OF BEGINNING** of the centerline of a 10 foot wide Utility Easement.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence proceed along the centerline of a 10 foot wide Utility Easement the following courses and distances: North 55 degrees 50 minutes 24 seconds East a distance of 136.72 feet to a point; North 17 degrees 35 minutes 53 seconds East a distance of 35.84 feet to a point; North 07 degrees 32 minutes 08 seconds West a distance of 81.04 feet to a point on the southerly right of way line of Wells Circle (40 foot right of way), which marks the **TERMINUS** of said centerline of a 10 foot wide Utility Easement: said property being shown on a survey for Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor Number 2420, dated September 3, 1999, and last revised August 9, 2000, which certain survey is incorporated herein by this reference and made a part hereof.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Jeanette Robinson, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 17-0445- -020

RESOLUTION AND CONSENT AFFIDAVIT

City of Smyrna, Georgia, a municipality of the State of Georgia,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Ground Lease Agreement dated March 16, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

ATC Site No: 412399
VZW Site No: 133295
Site Name: Belmont Hills GA

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State of Georgia in which the Leased Premises (as defined in the Amendment) is located,
6.

NOMINEE:	(Print Name)	
	(Address)	
7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: *(circle one)* Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]