

SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (the "Second Amendment") is made effective this ____ day of _____, 202_ ("Effective Date"), by and between the CITY OF SMYRNA, GEORGIA, a municipality of the State of Georgia (hereinafter referred to as "Landlord") and NCWPCS MPL 26 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and AT&T Wireless PCS Inc., a Delaware corporation ("Original Tenant") entered into a Site Lease Agreement dated January 9, 1997 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Cobb County, Georgia from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Site Lease Agreement dated March 17, 2016, a memorandum of which was recorded in the official records of Cobb County, Georgia ("Official Records") on April 19, 2016 at Instrument No. 2016-0044328 in Deed Book 15329, Page 3242 ("First Amendment") (hereinafter the Original Lease and First Amendment are collectively referred to as the "Lease"); and

WHEREAS, NCWPCS MPL 26 – Year Sites Tower Holdings LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on January 9, 1997 and expired on December 31, 1999. The Lease, as amended, provides for ten (10) extensions of four (4) years each, six (6) of which were exercised by Tenant. According to the Lease, the final extension expires on December 31, 2039; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

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

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Consent to Sublease. In accordance with Section 7(a) of the Original Lease, Landlord has provided consent to the sublease of a portion of the Premises, as expanded, to T-Mobile or an affiliate or subsidiary (the "T-Mobile Subtenant") via a separate Letter Agreement dated October 18, 2021. As used herein, the term "sublease" includes any arrangement by which a third party can collocate its equipment at the Premises, whether it is by sublease, license, easement or any other agreement or arrangement.

3. Second Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of a ___' x ___' or 228 square foot parcel of real property adjacent to the existing Premises at a location more particularly described on Exhibit A-1 attached hereto and shown on the Site Plan attached hereto as Exhibit B (the "Second Additional Lease Area"). The Premises, as expanded, is described on Exhibit A-2 attached hereto. Notwithstanding anything to the contrary in this Second Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Second Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

4. Second Additional Rent. In consideration of the lease of the Second Additional Lease Area, Tenant shall pay to Landlord the amount of Two Hundred Seventy-Five and 00/100 Dollars (\$275.00) per month ("Second Additional Rent"), beginning upon the commencement of installation of improvements within the Second Additional Lease Area and continuing thereafter until the earlier of (i) the expiration of the term of the Lease; or (ii) the "Return of the Second Additional Lease Area" as set forth below. The Second Additional Rent shall be due and payable concurrently with the monthly Rent set forth in the Lease, as amended, for so long as such Second Additional Rent is payable to Landlord as set forth herein. On the first anniversary of the commencement of the Second Additional Rent, and every year thereafter, the Second Additional Rent shall increase by an amount equal to two percent (2%) of the Second Additional Rent payable during the immediately preceding month.

5. Right to Return the Second Additional Lease Area. Tenant shall have the option, upon thirty (30) days prior written notice to Landlord, in its sole and absolute discretion, to return the Second Additional Lease Area to the Landlord and to terminate the lease of the same by removing all improvements from the Second Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the Second Additional Lease Area"). Effective upon removal of all improvements from the Second Additional Lease Area, the Second Additional Rent shall cease and will no longer be due or payable.

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

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

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

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

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

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

9. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the Official Records at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Second Amendment.

[Signature pages follow]

Landlord and Tenant have caused this Second Amendment to be duly executed on the day and year first written above.

LANDLORD:

CITY OF SMYRNA, GEORGIA, a
municipality of the State of Georgia

By: _____

Print Name: _____

Title: _____

Landlord affirms that this Second
Amendment was approved at a duly noticed
public meeting held on _____
202_

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:

NCWPCS MPL 26 – YEAR SITES TOWER
HOLDINGS LLC, a Delaware limited
liability company

By: CCATT LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

EXHIBIT A-1
(Legal Description of Second Additional Lease Area)

EXHIBIT A-2
(Legal Description of Premises, as expanded)

EXHIBIT B
(Site Plan)