

Lessee Site Name: Belmont Hills
Lessee Location #: 133295
Lessee GL Market #: 100017
Lessee Contract #: 444

SECOND AMENDMENT TO GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT (the "Amendment") is made and entered into as of the 6 day of July, 2009, by and between the **CITY OF SMYRNA, GEORGIA**, a municipality of the State of Georgia (the "LESSOR") and **VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company d/b/a Verizon Wireless (the "LESSEE"), with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920-1097, Attention: Network Real Estate.

WITNESSETH:

WHEREAS, LESSOR and Vodafone AirTouch Licenses LLC, a Delaware limited liability company, predecessor in interest to LESSEE, entered into that certain Ground Lease Agreement dated March 16, 2000 (the "Original Lease"), upon such terms and conditions therein more particularly set forth for property located in Cobb County, Georgia; and

WHEREAS, the Original Lease was amended by that certain First Amendment to Ground Lease Agreement and Short Form of Ground Lease dated as of September 14, 2000 ("First Amendment"; the Original Lease as modified by the First Amendment is hereinafter referred to as the "Lease"); and

WHEREAS, LESSOR and LESSEE desire to modify and amend the Lease in the manner and for the purposes hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by LESSOR and LESSEE, LESSOR and LESSEE hereby covenant and agree as follows:

1. Section 16 to the Lease shall be amended by deleting the last sentence in its entirety.
2. Section 3.A. to the Lease shall be amended by adding the following thereto:

In the event LESSEE subleases any portion of the Property after July 6, 2009, in accordance with this Agreement, any rental paid by any sublessee(s) pursuant to any such subleases shall be divided between the LESSOR and the LESSEE in the following manner: Five Hundred and no/Dollars (\$500.00) to LESSOR and the remainder of rental to LESSEE. Any sublessee subject to this requirement shall be instructed to pay the foregoing amounts directly to the LESSOR and the LESSEE, as applicable. LESSEE shall not be responsible to LESSOR for the collection or payment of rents by any sublessees to the LESSOR,

and the LESSEE shall have no liability to LESSOR in the event of failure of payment by a sublessee. In this event: (i) the LESSEE shall have no liability of any nature to LESSOR for failure to sublet all or any part of the premises to any or all potential sublessee(s) and (ii) at LESSOR's request, LESSEE will provide LESSOR with a tri-party agreement to be executed by LESSEE, the applicable sublessee(s) and LESSOR to confirm the direct payment obligation from the applicable sublessee(s) to LESSOR and to indicate LESSOR has been notified of the sublease.

3. Except as modified by this Amendment, the Lease shall remain unmodified and in full force and effect.

4. This Amendment shall be construed and interpreted under and pursuant to the laws of the State of Georgia.

5. This Amendment shall be binding upon and inure to the benefit of LESSOR, LESSEE and their respective legal representatives, transferees and successors and assigns.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Amendment to be executed under seal and delivered as of the date set forth above.

"LESSOR":

CITY OF SMYRNA

By: 

Name: A. Max Bacon

Title: Mayor

"LESSEE":

VERIZON WIRELESS (VAW) LLC,
d/b/a Verizon Wireless

By: 

Name: Hans F. Leutenegger, Area Vice
President Network